THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES ("**FAT**") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE SHAREHOLDER(S) WHOSE NAME(S) APPEARS BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE EXIT OFFER LETTER DATED 13 JANUARY 2016 (THE "**EXIT OFFER LETTER**") IN RELATION TO THE EXIT OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED IN THE EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "**OVERSEAS SHAREHOLDERS**") AS SHOWN ON THE REGISTER OF MEMBERS ("**REGISTER**") OF THE COMPANY (AS DEFINED BELOW) MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTION. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE EXIT OFFER LETTER CAREFULLY.

EXIT OFFER (THE "EXIT OFFER") BY RHB SECURITIES SINGAPORE PTE. LTD. ("RHBSEC") FOR AND ON BEHALF OF RUMAKITA INVESTMENTS PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF ZAGRO ASIA LIMITED (THE "COMPANY") OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR ("OFFER SHARES")

EXIT OFFER FOR OFFER SHARES OF ZAGRO ASIA LIMITED

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

(THIS FAT NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. (THE "**REGISTRAR**") IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)

Part (A): Number of Offer Shares Tendered in Acceptance of Exit Offer	Part (B): Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		Exit Offer Price, being S$0.30 in cash for each Offer Share	
NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Exit Offer: 5.30 p.m. (Singapore Time) on the Closing Date (as defined in the Exit Offer Letter).			

I/We,_____ (Passport/NRIC/Company Registration Number)_____

(Full name(s) of Shareholder and joint Shareholder(s), if any)

of_____

Telephone No. (Office/Home): _____ (Handphone):_____

E-mail: _____

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "**Transferee**") the Offer Shares as stated in Part (A) above comprised in the share certificate(s) stated in Part (B) above.

The consideration for acceptance of the Exit Offer is the Exit Offer Price, being S$0.30 in cash for each Offer Share, as stated in the Exit Offer Letter.

My/Our acceptance of the Exit Offer at the Exit Offer Price, by way of execution of this FAT provided by the Registrar is subject to the terms and conditions set out below and in the Exit Offer Letter.

Irrevocable Acceptance. My/Our execution of this FAT shall constitute my/our irrevocable acceptance of the Exit Offer, upon the terms and subject to the conditions contained in the Exit Offer Letter and this FAT.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the Offer Shares to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the Offer Shares as specified in the Exit Offer Letter.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Exit Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee will be, fully paid and free from all claims, charges, equities, mortgages, liens, pledges, encumbrances, rights of pre-emption and any other third party rights and interests of any nature whatsoever, and together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter (including the right to receive and retain all dividends, rights and other distributions declared, paid or made, the Record Date for which falls on or after the Joint Announcement Date).

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FAT and to complete the particulars of the Offeror or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques for the appropriate amounts, being the consideration for the Offer Shares payable to me/us by ordinary post at my/our own risk to the address stated above or, if none is set out, to me/us (or my/our designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the joint accepting Shareholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk.

Exit Offer Unconditional. If you have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter and the Delisting Proposal Conditions are fulfilled, the Registrar will send you a notification letter stating the number of Offer Shares debited from your Account together with payment of the Exit Offer Price by way of a cheque in Singapore currency drawn on a bank operating in Singapore for the appropriate amount, or in such other manner as you may have agreed with the Offeror for the payment of any cash distributions.

Return of Share Certificate. In the event that the Exit Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT and other documents (including share certificate(s)) will be returned to me/us by ordinary post at my/our own risk at the address stated above, or, if none is set out, to me/us (or my/our designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the joint accepting Shareholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk as soon as possible, but, in any event, not later than 14 days from the lapse of the Exit Offer.

If you wish to accept the Exit Offer, please sign below.

FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder

in the presence of:)

Witness' Signature: _____)

Name: _____)

NRIC/Passport No.: _____)

Address: _____)

Occupation: _____)

_____

Signature of Shareholder/first-named joint Shareholder

Signed, sealed and delivered by the above-named joint Shareholder in the presence of:)

Witness' Signature: _____)

Name: _____)

NRIC/Passport No.: _____)

Address: _____)

Occupation: _____)

_____

Signature of joint Shareholder, if any

FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder was hereunto affixed in accordance with its Memorandum and Articles of Association or relevant constitutive documents:)

)

_____ _____)

Director Director/Secretary

Notes:

(a) A husband must not witness the signature of his wife and *vice versa*.

(b) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.

(c) In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Memorandum and Articles of Association and/or other constitutive documents and/or other regulations. If a corporation does not by the laws of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE

The Offeror or the Transferee hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT in accordance with the terms and subject to the conditions in the Exit Offer Letter and this FAT.

)

_____)

Partner

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Exit Offer in respect of all or part of the total number of Offer Shares represented by share certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) of the Offer Shares beneficially owned by them and who wish to accept the Exit Offer in respect of such Offer Shares should not deposit their share certificates with CDP during the period commencing on the date of the Exit Offer Letter and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Shares in time for them to accept the Exit Offer. This FAT and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptance are set out in Appendix I to the Exit Offer Letter.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which are held on your behalf by CDP and you wish to accept the Exit Offer in respect of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Offer Shares ("**FAA**") in accordance with the instructions printed thereon. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a shareholder of the Company from **The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**.

1. Acceptance by Shareholders. If you wish to accept the Exit Offer, you should:

(1) complete page 1 of this FAT in accordance with the Exit Offer Letter and the instructions printed on this FAT. **In particular, you must state in Part (A) the number of Offer Shares in respect of which you wish to accept the Exit Offer and state in Part (B) the share certificate number(s) of the relevant share certificate(s).** If you:

(a) do not specify a number in Part (A); or

(b) specify a number in Part (A) which exceeds the number of Offer Shares represented by the share certificate(s) attached hereto,

you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares represented by the share certificate(s) attached hereto; and

(2) sign and complete this FAT in accordance with Appendix I to the Exit Offer Letter and the instructions printed on this FAT.

2. Unregistered Shareholding. If your shareholding is not registered with the Company, you may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by it).

3. Date of FAT. **Please do not date this FAT or insert the name of the Transferee.** This will be done on your behalf by a person nominated by the Offeror or the Transferee.

4. Delivery of FAT. You should deliver:

(1) the completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);

(2) the share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror relating to the Offer Shares in respect of which you wish to accept the Exit Offer; and

(3) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by it),

either:

(a) by hand to **Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623**; or

(b) by post, in the enclosed pre-addressed envelope at your own risk, to **Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623**. It is your responsibility to affix adequate postage on the said envelope,

in either case so as to arrive **NOT LATER THAN 5.30 P.M. ON THE CLOSING DATE.** Settlement of the consideration under the Exit Offer cannot be made until all relevant documents have been properly completed, delivered and the Delisting Proposal Conditions are fulfilled. Please refer to Appendix I to the Exit Offer Letter for more information on settlement.

5. Unavailable/Missing Documents. If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Memorandum and Articles of Association of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Exit Offer Letter and this FAT. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623**.

6. No Acknowledgements. No acknowledgement of the receipt of any FAT, share certificate(s), other documents(s) of title, transfer form(s) and/or any other document(s) required by the Offeror will be given by the Offeror or the Registrar.

7. Shareholder Abroad. If a Shareholder is away from home, for example, abroad or on holiday, this FAT should be sent by the quickest means (for example, express air mail) to the Shareholder for execution or if he has executed a Power of Attorney, this FAT may be signed by the Attorney but the signature must be accompanied by a statement reading "**signed under the Power of Attorney which is still in force, no notice of revocation having been received**". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached to this FAT. No other signatures are acceptable.

8. Shareholder Deceased. If the sole Shareholder is deceased and if:

(1) the Grant of Probate or Letters of Administration have been registered with the Company Secretary of the Company, this FAT must be signed by all the personal representative(s) of the deceased and delivered to **Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623**; or

(2) the Grant of Probate or Letters of Administration have not been registered with the Company Secretary of the Company, all the personal representative(s) of the deceased must go to the Company Secretary of the Company personally together with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be lodged with the Company Secretary of the Company before the personal representative(s) of the deceased can effect the transfer of the Offer Shares.

9. Joint Shareholder Deceased. If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving Shareholders and lodged with **Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentation in respect of the deceased Shareholder.

10. Particulars on Share Certificate(s). If your name or other particulars are shown incorrectly on the share certificate(s), please carry out the following steps:

(1) **Incorrect name.** Please complete this FAT with the correct name and deliver it with a statutory declaration or a letter from your bank or solicitor confirming that the person described on the share certificate(s) and the person who signed the FAT are one and the same;

(2) **Incorrect address.** Please write the correct address on this FAT; and

(3) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.

11. Disclaimer and Discretion. The Offeror, RHBSEC and/or the Registrar will be authorised and entitled, in their absolute discretion, to reject any acceptance which do not comply with the terms and instructions contained in the Exit Offer Letter and in this FAT, or which are otherwise incomplete, incorrect, unsigned, incorrectly completed, illegible or invalid in any respect. If you wish to accept the Exit Offer, it is your responsibility to ensure that this FAT is properly completed in all respects and all required documents are provided. Any decision to reject any acceptance will be final and binding and none of the Offeror, RHBSEC and the Registrar accepts any responsibility or liability for the consequences of such a decision. The Offeror and RHBSEC each reserves the right to treat acceptances of the Exit Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in the Exit Offer Letter or this FAT, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAT and none of the Offeror, RHBSEC and/or the Registrar accepts any responsibility or liability for the consequences of such a decision.

12. Risk of Posting. All communications, certificates, notices, documents and remittances to be sent to you will be sent by ordinary post to the address as they appear in this FAT or, if none is stated, to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first named in the Register) at the relevant address maintained in the Register at your own risk.

13. Conclusive Evidence. Delivery of this duly completed and signed FAT, together with the relevant share certificate(s) and/or other documents of title and/or any other relevant document(s) required by the Offeror, to the Offeror or its agents shall be conclusive evidence in favour of the Offeror, the Transferee and the Registrar of the right and title of the person signing it to deal with the same and with the Offer Shares to which it relates.

14. Governing Law and Third Party Rights. By completing and delivering this FAT, you agree that the agreement arising from the acceptance of the Exit Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Exit Offer Letter, a person who is not a party to any contracts made pursuant to the Exit Offer, the Exit Offer Letter and this FAT has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein and the Exit Offer Letter, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.