

Must Be Postmarked (if Mailed) or Received (if Filed Electronically) No Later Than November 6, 2015



THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH
In re Feihe International, Inc. Shareholder Litigation,
Lead Case No. 120906911

Official
Office
Use
Only

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

PART I: CLAIMANT IDENTIFICATION

Last Name M.I. First Name

Last Name (Co-Beneficial Owner) M.I. First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual Other _____ (specify)

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number or Taxpayer Identification Number

Telephone Number (Primary Daytime) Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address

City State Zip Code

Foreign Province Foreign Postal Code Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY | OB CB | ATP BE FL OP KE DR ME RE ICI EM ND SH | MM / DD / YYYY | FOR CLAIMS PROCESSING ONLY



**PART II. SCHEDULE OF SHARES OF FEIHE COMMON STOCK
CASHED OUT IN THE MERGER FOR \$7.40 PER SHARE**

A. **Number of shares of Feihe common stock you held that were cashed out of in the Merger for \$7.40 per share:**

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Proof Enclosed?
 Y N

YOU MUST READ AND SIGN THE RELEASE ON PAGE 5. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement (the "Stipulation") described in the Notice. I (We) also submit to the jurisdiction of the Third Judicial District Court of the State of Utah, Salt Lake County, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the Feihe common stock I (we) held between October 3, 2012 and June 28, 2013 for which we received \$7.40 per share, and know of no other person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from and covenant not to sue with respect to, the Released Claims each and all of the Released Parties.

2. "Released Claims" means any and all claims, causes of action, demands, rights, suits, matters, issues, obligations, expenses, damages, losses, liabilities, or any other matters, including, but not limited to, claims for negligence, gross negligence, professional negligence, breach of duty of care and/or breach of duty of loyalty and/or breach of duty of candor, fraud, breach of fiduciary duty, mismanagement, corporate waste, malpractice, breach of contract, negligent misrepresentation, violations of any state or federal statutes (including, without limitation, the federal securities laws), rules or regulations, and any Unknown Claims that have been or that could have been asserted in the Action in this or any other forum by or on behalf of the Plaintiffs or Class Members in their capacity as Feihe shareholders that relate to the subject matter of the Action, the Merger, the Merger consideration or process, or the public disclosures concerning the Merger; *provided, however*, that the Released Claims do not include the Plaintiffs' right to enforce in Court the terms of the Stipulation.

3. "Released Parties" means all defendants named in the Action, whether or not they were served with process or appeared in the Action, along with all of their past, current or future spouses, family members, officers, directors, employees, owners, general partners, limited partners, partnerships, principals, shareholders, members, managers, agents, attorneys, advisors, accountants, auditors, insurers, trustees, financial advisors, lenders, investment bankers, associates, representatives, related entities, direct or indirect parents, subsidiaries, predecessors, successors, affiliates or assigns (including the past, current and future officers, directors, employees, owners, general partners, limited partners, partnerships, principals, shareholders, members, managers, agents, attorneys, advisors, accountants, auditors, insurers, trustees, financial advisors, lenders, investment bankers, associates, representatives, related entities, direct or indirect parents, subsidiaries, predecessors, successors, affiliates or assigns) of such related entities, direct or indirect parents, subsidiaries, predecessors, successors, affiliates or assigns), heirs, executors, personal representatives, estates, and administrators, or any trust of which any defendant is the settlor or which is for the benefit of any defendant and/or member(s) of his or her family.

4. "Unknown Claims" means any and all claims that Plaintiffs or any Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including, without limitation, those which, if known, might have affected the decision to enter into this Settlement, and any and all claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Claims, including without limitation those which, if known, might have affected the decision to enter into this Settlement. With respect to any of the Released Claims and Released Defendant Claims, the Parties stipulate and agree that upon the Effective Date, each Plaintiff and each Defendant shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and Appearing Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims and the Released Defendant Claims, but that it is the intention of Plaintiffs and Appearing Defendants, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Claims and Released Defendant Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Appearing Defendants acknowledge, and the other Class Members and other Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" and in the definition of "Released Defendant Claims" was separately bargained for and was a key element of the Settlement and was relied upon by Plaintiffs and Appearing Defendants in entering into the Stipulation.



5. "Released Defendant Claims" means any claims that have been or could have been asserted in the Action or any forum by Defendants against Plaintiffs, any Class Member, or any of their respective counsel, which arise out of or relate in any way to the institution, prosecution, settlement or dismissal of the Action, including any claims of bad faith or abuse of process against Plaintiffs or Plaintiffs' Counsel relating to their prosecution of the Action; *provided, however*, that Released Defendant Claims shall not include any claims relating to the enforcement of the Settlement.

6. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes final on the Effective Date (as defined in the Stipulation).

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings in Feihe common stock requested in this Proof of Claim and Release form.

9. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

I declare under penalty of perjury under the laws of the State of Utah and of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser, Executor or Administrator)

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Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

- 1. Please sign the above release and declaration.
- 2. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. **Do not send** originals of certificates.
- 5. Keep a copy of your claim form and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to the address below.
- 8. **Do not use red pen or highlighter** on the Proof of Claim Form or supporting documentation.

**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN NOVEMBER 6, 2015,
ADDRESSED AS FOLLOWS:**

Feihe International Shareholder Litigation
Settlement Administrator
c/o Gilardi & Co. LLC
PO Box 990
Corte Madera, CA 94976-0990
www.feiheshareholderlitigation.com



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