

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE CHINA AGRITECH, INC. SHAREHOLDER )  
DERIVATIVE LITIGATION ) Cons. C.A. No. 7163-VCL )

**PROOF OF CLAIM AND RELEASE FORM**

**I. GENERAL INSTRUCTIONS**

A. To recover as a member of the Settlement Class based on your claim in the action entitled *In re China Agritech, Inc. Shareholder Derivative Litigation*, Consolidated C.A. No. 7163-VCL (the “Action”), you must complete this Proof of Claim and Release form (“Claim Form”). If you fail to submit a Claim Form by the deadline, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action (“Settlement”), as set forth in the Stipulation and Agreement of Compromise, Settlement, and Release (“Stipulation”) dated November 12, 2014. **If you have questions regarding this Claim Form, you may contact the Claims Administrator toll-free at 1.866.274.4004.**

B. Submission of this Claim Form, however, does not ensure that you will share in the proceeds of the Net Settlement Fund created in this Action.

C. **YOU MUST COMPLETE AND SUBMIT YOUR CLAIM FORM VIA MAIL POSTMARKED ON OR BEFORE APRIL 3, 2015, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS:**

*In re China Agritech, Inc. Shareholder Derivative Litigation*  
c/o Strategic Claims Services  
P.O. Box 230  
600 North Jackson Street, Suite 3  
Media, PA 19063

If you are NOT a member of the Settlement Class, as defined in the Notice of Pendency and Settlement of Class Action and Derivative Action and Settlement Hearing (the “Notice”), then DO NOT submit a Claim Form.

D. If you are a member of the Settlement Class and the Settlement is approved, you are bound by the terms of the judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

**II. INSTRUCTIONS FOR CLAIMANT IDENTIFICATION SCHEDULE**

A. If you held the common stock of China Agritech, Inc. (“China Ag”) in your name, you are the beneficial owner as well as the record owner. If, however, the stock was registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.

B. Use “Part I” of this form (below) entitled “Claimant Identification” to identify each owner of record (“nominee”), if different from the beneficial owner of the China Ag common stock which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S) OF THE CHINA AG COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

C. All joint owners must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons or entities represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of the claim or result in rejection of the claim.

**III. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS**

A. In the space provided below, supply all required details of your transaction(s) in China Ag common stock. If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

B. Please provide all of the requested information with respect to *all* of your holdings, purchases, acquisitions and sales of China Ag common stock, regardless of whether such transactions resulted in a profit or a loss. **Failure to report all such**

**transactions may result in the rejection of your claim. Please note:** only China Ag common stock held as of October 17, 2012 is eligible to potentially recover under the Settlement.

C. List each transaction separately and in chronological order by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

D. Broker confirmations or other documentation of your transactions in China Ag common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

E. The requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the claimant's cost.

**THE COURT OF CHANCERY  
OF THE STATE OF DELAWARE**

*In re China Agritech, Inc. Shareholder Derivative Litigation*  
Cons. C.A. No. 7163-VCL

PROOF OF CLAIM AND RELEASE

**Must be Postmarked No Later Than: April 3, 2015**

**Please Type or Print**

**PART I: CLAIMANT IDENTIFICATION**

Beneficial Owner's Name (First, Middle, Last)		
Record Owner's Name (if different from beneficial owner listed above)		
Street Address		
Street Address		
City	State	Postal / Zip Code
Foreign Province		Foreign Country
Social Security Number (if U.S. Citizen / Resident)	OR	Taxpayer Identification Number (if U.S. Citizen / Resident)
Country/Area Code	Telephone Number (work)	
Country/Area Code	Telephone Number (home/cell)	
Email Address		
Check One:		
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Joint Owners	<input type="checkbox"/> IRA	
<input type="checkbox"/> Estate	<input type="checkbox"/> Other _____ (specify)	

**PART II: SCHEDULE OF TRANSACTIONS IN CHINA AG COMMON STOCK**

A. **BEGINNING HOLDINGS:** On March 11, 2011, I (we) owned \_\_\_\_\_ shares of China Ag common stock. (If none, write 0).

B. **PURCHASES AND ACQUISITIONS:** I (We) made the following PURCHASES and ACQUISITIONS of China Ag common stock from March 11, 2011 to October 17, 2012, inclusive. (Must be documented):

Trade Date(s) of Purchase(s) and Acquisition(s) (List Chronologically) Month/Day/Year	Number of Shares of China Ag Common Stock Purchased or Acquired	Purchase or Acquisition Price Per Share of China Ag Common Stock	Total Purchase Price (excluding commissions, taxes and fees)
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____

C. **SALES:** I (We) made the following SALES of China Ag common stock from March 11, 2011 to October 17, 2012, inclusive. (Must be documented):

Trade Date(s) of Sale(s) (List Chronologically) Month/Day/Year	Number of Shares of China Ag Common Stock Sold	Sale Price Per Share of China Ag Common Stock	Total Proceeds (excluding commissions, taxes and fees)
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____
____/____/____	_____	\$ _____	\$ _____

D. **UNSOLD HOLDINGS:** On October 17, 2012, I (we) still owned \_\_\_\_\_ shares of China Ag common stock. (If none, write 0).

YOU MUST READ THE RELEASE ON PAGE 18 AND SIGN THIS PROOF OF CLAIM AND RELEASE ON PAGE 19. FAILURE TO SIGN THIS PROOF OF CLAIM AND RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

If you require additional space, attach extra schedules in the same format as above. Copies of broker’s confirmations or other documentation evidencing your transactions in China Ag common stock must be attached.

**PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS**

1. I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Court of Chancery of the State of Delaware with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein and the judgment entered in the Action. I (We) further acknowledged that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action.

2. I (We) agree to furnish additional information to the Claims Administrator to support this claim if required to do so.

#### PART IV: DEFINITIONS AND RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, discharge, and release all “Released Class Claims” against all “Released Persons,” including “Unknown Claims,” as defined below.

(a) “Released Class Claims” means and includes any and all claims, causes of action, debts, demands, rights or liabilities, including but not limited to, claims for conversion, negligence, gross negligence, professional negligence, breach of duty of care, breach of duty of loyalty, fraud, breach of fiduciary duty, breach of contract, negligent misrepresentation, waste of corporate assets, gross mismanagement, unjust enrichment, violations of any local, state, and federal statutes, rules, or regulations, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and any Unknown Claims (as defined below) that have been, or could have been asserted in the Action by Plaintiff and/or the members of the Settlement Class against any Released Persons that are based upon or related to: (i) the allegations, transactions, facts, matters, or occurrences, representations, or omissions involved, set forth, or referred to in the Second Amended Complaint through and including the date of the Stipulation; and/or (ii) the settlement of the Action, including the payment provided for in the Stipulation, except claims to enforce any of the terms of the Stipulation. Notwithstanding the foregoing, this definition explicitly does not include any claims for violation of federal securities laws alleged in the action captioned *Resh v. China Agritech, Inc., et al.*, No. 2:14-cv-05083, pending in the United States District Court for the Central District of California.

(b) “Released Persons” means (i) each of the Individual Defendants; (ii) China Ag; (iii) any China Ag stockholder, derivatively on behalf of China Ag, or a member of the Settlement Class; and (iv) each and all of their Related Persons.

(c) “Related Persons” means (i) as to China Ag, China Ag’s past or present directors, officers, managers, employees, partners, agents, underwriters, attorneys, accountants, auditors, banks, insurers, co-insurers, re-insurers, consultants, experts, successors, subsidiaries, divisions, joint ventures, assigns, general or limited partners or partnerships, limited liability companies, any entity in which China Ag has a controlling interest, and all officers, directors and employees of China Ag’s current and former subsidiaries, (ii) as to the Individual Defendants, (1) each spouse, immediate family member, heir, executor, estate, administrator, agent, attorney, accountant, auditor, bank, insurer, co-insurer, re-insurer, advisor, consultant, expert, or affiliate of any of them, (2) any trust in respect of which any Individual Defendant, or any spouse or family member thereof serves as a settlor, beneficiary or trustee, and (3) any entity in which an Individual Defendant, or any spouse or immediate family member thereof, holds a controlling interest or for which an Individual Defendant has served as an employee, director, officer, managing director, advisor, general partner, limited partner, or member and any collective investment vehicle which is advised or managed by any of them; and (iii) as to Plaintiff, (1) his spouse, immediate family member, heir, executor, estate, administrator, agent, attorney, accountant, auditor, bank, insurer, co-insurer, re-insurer, advisor, consultant, expert, or affiliate of any of them, (2) any trust in respect of which the Plaintiff, his spouse or any family member thereof serves as a settlor, beneficiary or trustee, and (3) any entity in which Plaintiff, his spouse, or any immediate family member thereof, holds a controlling interest or for which Plaintiff has served as an employee, director, officer, managing director, advisor, general partner, limited partner, or member and any collective investment vehicle which is advised or managed by any of them.

(d) “Unknown Claims” means any Released Class Claims I (we) do not know or suspect to exist in my (our) favor at the time of the release of the Released Persons, including claims which, if known by me (us), might have affected my (our) decision not to object to the Settlement. With respect to any and all Released Class Claims, by operation of the Judgment I (we) shall have expressly waived the provisions, rights and benefits of California Civil 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.”**

Upon the Effective Date, by operation of the Final Order and Judgment I (we) shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542. I (We) may hereafter discover facts in addition to or different from those which I (we) now know or believe to be true with respect to the subject matter of the Released Class Claims, but upon the Effective Date I (we) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever settled and released any and all Released Class Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

2. This release shall be of no force or effect unless and until the Court gives final approval to the Settlement and the Effective Date (as defined in the Stipulation) occurs.

3. If the Settlement, including any amendment made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof) and any actions taken or to be taken in connection therewith (including the judgment entered in the Action), shall be terminated and shall become void and of no further force and effect except as set forth in the Stipulation.

**PART V: REPRESENTATIONS AND CERTIFICATION**

- 1. 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.
- 2. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases and sales transactions in China Ag common stock which occurred from March 11, 2011 to October 17, 2012, inclusive, as well as the number of shares of China Ag common stock held by me (us) on March 11, 2011, and on October 17, 2012.
- 3. 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.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I (We) declare under penalty of perjury under the laws of the State of \_\_\_\_\_ (location at the time this declaration is made) that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was 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 persons signing, e.g., Beneficial Owner, Executor or Administrator)

\_\_\_\_\_  
(Capacity of persons signing, e.g., Beneficial Owner, Executor or Administrator)

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

**Reminder Checklist**

- 1. Please sign this Proof of Claim and Release on Page 19.
- 2. If this claim is being made on behalf of joint claimants, both must sign.
- 3. Remember to attach supporting documentation.
- 4. Do not send original stock certificates.
- 5. Keep a copy of your Proof of Claim and Release form and all documents submitted 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 the Claims Administrator your new address.

These forms and your supporting documentation must be postmarked no later than April 3, 2015.

*In re China Agritech, Inc. Shareholder Derivative Litigation*  
c/o Strategic Claims Services  
P.O. Box 230  
600 N Jackson Street – Suite 3  
Media, PA 19063