

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To be eligible to recover a payment in the proposed settlement (the “Settlement”) of the class action captioned *Elliott v. China Green Agriculture, Inc., et al.*, Case No. 3:10-CV-00648-LRH-WGC (D. Nev.) (the “Litigation”), you must complete and sign on page 6 this Proof of Claim and Release. If you fail to file a properly completed and addressed Proof of Claim and Release as set forth herein your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund¹ in connection with the Settlement provided for in the Stipulation.
2. Submission of this Proof of Claim and Release does not assure that you will share in the proceeds of the Settlement of the Litigation.
3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JULY 9, 2014 ADDRESSED AS FOLLOWS:

China Green Agriculture, Inc. Securities Litigation
Claims Administrator
P.O. Box 3518
Portland, OR 97208-3518

If you are NOT a member of the Settlement Class (as defined below and in the Notice of Proposed Settlement of Class Action (the “Notice”)) DO NOT submit a Proof of Claim and Release.

4. If you are a member of the Settlement Class and you have not requested exclusion from the Settlement Class, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided in the Stipulation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. DEFINITIONS

1. “Settlement Class” and “Settlement Class Members” mean all persons or entities who purchased or otherwise acquired shares of China Green Agriculture, Inc. (“CGA”) securities from May 12, 2009 through January 4, 2011, inclusive (the “Settlement Class Period”), and who were allegedly damaged thereby. Excluded from the Settlement Class are Defendants and all officers and directors of CGA, and all such excluded persons’ immediate family members, legal representatives, heirs, predecessors, successors and assigns, and any entity in which any excluded person has or had a controlling interest. Also excluded from the Settlement Class are those persons who file valid and timely requests for exclusion in accordance with the Notice.
2. “Defendants” means CGA, Tao Li, Ying Yang, Yu Hao, Lianfu Liu, Yizhao Zhang and Barry Raeburn.

¹As explained more fully in the March 7, 2014 Stipulation of Settlement (the “Stipulation”) entered into by the parties to the Litigation; the “Net Settlement Fund” shall consist of \$2.5 million minus fees, expenses and taxes.

III. CLAIMANT IDENTIFICATION

If you purchased CGA common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased CGA common stock and the certificate(s) was (were) registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

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

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons 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 your claim or result in rejection of the claim.

IV. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in CGA Common Stock” to supply all required details of your transaction(s) in CGA common stock. If you need more space or additional schedules, 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.

On the schedules, provide all of the requested information with respect to **all** of your purchases and **all** of your sales of CGA common stock that took place at any time between May 12, 2009 and April 4, 2011, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the CGA common stock you held at the close of trading on May 11, 2009 and at the close of trading on April 4, 2011, the last day of the 90-day period following the Settlement Class Period. Failure to report all such transactions may result in the rejection of your claim.

List each transaction during the Settlement Class Period 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.

The date of covering a “short sale” is deemed to be the date of purchase of CGA common stock. The date of a “short sale” is deemed to be the date of sale of CGA common stock.

Copies of broker confirmations or other documentation of your transactions in CGA 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.

A. Number of shares of CGA common stock held at the close of trading on May 11, 2009:

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Trade Date (MMDDYY)	Number of Shares Purchased or Acquired	Price per Share	Total Purchase Price*	Transaction Type (P/R)†
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† P=Purchase, R=Receipt (transfer in)

Trade Date (MMDDYY)	Number of Shares Sold	Price per Share	Total Sales Price*	Transaction Type (S/D)†
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† S=Sale, D=Delivery (transfer out)

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V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

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 United States District Court, District of Nevada, with respect to my (our) claim as a Settlement 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 same purchases or sales of CGA common stock during the Settlement Class Period and know of no other person having done so on my (our) behalf.

VI. RELEASES

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Released Persons," defined as Defendants, collectively and each of them, and each of Defendant's respective family members and current, former, or future parents, subsidiaries, associates, affiliates, partners, joint venturers, officers (including, without limitation, Ken Ren), directors (including, without limitation, Robert B. Fields), principals, shareholders, members, agents, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, insurers, co-insurers, reinsurers, heirs, assigns, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors, advisors, and/or any other individual or entity in which any Defendant has or had a controlling interest or which is or was related to or affiliated with any Defendant.
2. I (We) hereby acknowledge that "Released Claims," as used herein, means any and all claims, debts, demands, liabilities, rights, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory or common law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, whether asserted directly, indirectly, or derivatively, including both known claims and Unknown Claims: (i) that have been or could have been asserted in the Litigation by the Lead Plaintiffs and/or Settlement Class Members or any of them against any of the Released Persons, including, without limitation, those concerning any statements made by any Defendant that Lead Plaintiffs allege in the Litigation were false or misleading, or any of the alleged acts, omissions, representations, facts, events, matters, transactions, or occurrences asserted in or relating to the Litigation, or otherwise alleged, asserted, or contended in the Litigation; or (ii) that relate to the purchase, acquisition, or sale of CGA securities during the Settlement Class Period by Lead Plaintiffs or any Settlement Class Member that were or might have been asserted on behalf of themselves, their heirs, executors, administrators, successors, and assigns against the Released Persons or any of them.
3. I (We) hereby acknowledge that "Unknown Claims," as used herein, means any Released Claim that Lead Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, provided that such claim arises out of or relates to the purchase or sale of CGA securities, or the decision not to request exclusion from the Settlement Class.
4. I (We) hereby waive and relinquish, to the fullest extent permitted by law, 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.

I (We) also waive and relinquish 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 or international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. I (We) hereby acknowledge that I (we) may discover facts in addition to or different from those which I (we) know or believe to be true with respect to the subject matter of the Released Claims, but I (we) fully, finally, and forever settle and release any and all Released 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 which 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.

5. The releases herein shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).
6. 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.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in CGA common stock which occurred during the Settlement Class Period as well as the number of shares of CGA common stock held by me (us) at the close of trading on May 11, 2009 and at the close of trading on April 4, 2011.

I declare under penalty of perjury under the laws 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)

Signature of Claimant

Date

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MM DD YY

Print Name of Claimant

Signature of Joint Claimant, if any

Date

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MM DD YY

Print Name of Joint Claimant

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

Reminder Checklist:

1. Please sign the above Proof of Claim and Release.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.