

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (AS DEFINED BELOW) (THE "FAT") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. 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 OFFER DOCUMENT DATED 10 NOVEMBER 2016 (THE "OFFER DOCUMENT") IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS OF THE COMPANY (THE "SHAREHOLDERS") WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE REGISTER OF MEMBERS OF CHINA MINZHONG FOOD CORPORATION LIMITED (THE "COMPANY") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

**VOLUNTARY CONDITIONAL OFFER (THE "OFFER") BY CIMB BANK BERHAD, SINGAPORE BRANCH ("CIMB"), FOR AND ON BEHALF OF MARVELLOUS GLORY HOLDINGS LIMITED (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF CHINA MINZHONG FOOD CORPORATION LIMITED OTHER THAN THOSE ALREADY HELD BY THE OFFEROR AS AT THE DATE OF THE OFFER (THE "OFFER SHARES")**

**VOLUNTARY CONDITIONAL OFFER FOR OFFER SHARES OF  
CHINA MINZHONG FOOD CORPORATION 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 OFFER)**

I/We, \_\_\_\_\_ (Passport / NRIC / Company Registration Number) \_\_\_\_\_  
(Full name(s) of Shareholder and joint Shareholder(s), if any)

of \_\_\_\_\_  
(Address) (See Note below)

Telephone No. (Office/Home): \_\_\_\_\_ Handphone \_\_\_\_\_

E-mail: \_\_\_\_\_

**Note: If your registered address in the Register is outside of Singapore and you wish to elect to receive the Cash and Exchangeable Bonds Consideration (as defined below), you must provide in the address field above a mailing address in Singapore for the Offeror to despatch the Exchangeable Bond Certificate(s) (as defined below) to you, failing which you shall be deemed to have elected to receive only the Cash Consideration (as defined below). Exchangeable Bond Certificates will not be despatched in or into any overseas jurisdiction. For the avoidance of doubt, any mailing address in Singapore provided in the Address Box above shall only be used for the purpose of despatching the Exchangeable Bond Certificate(s) and other documents to you in connection with the Offer and shall not constitute notification of a change of your address as maintained in the Register. You are advised to read paragraph 1.4 on page 2 of this FAT, Section 16 (Overseas Shareholders) of the Offer Document and paragraph 2.3 of Appendix 1 to the Offer Document.**

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 II below comprised in the share certificate(s) stated in Part III below, on the basis of the consideration indicated below:

<b>PART I</b>	Please choose the form of consideration you wish to receive by ticking (✓) EITHER Box A OR Box B only	<input type="checkbox"/> <b>BOX A Cash Consideration</b> To accept the Offer on the basis of S\$1.20 in cash for each Offer Share	<input type="checkbox"/> <b>BOX B Cash and Exchangeable Bonds Consideration</b> To accept the Offer on the basis of S\$0.7665 in cash and S\$0.4335 in principal amount of Exchangeable Bonds for each Offer Share
<b>PART II</b>	Please indicate the number of Offer Shares you wish to tender in acceptance of the Offer:		
<b>PART III</b>	Share Certificate No(s).		

**NOTE: YOU CAN SELECT EITHER THE CASH CONSIDERATION OR THE CASH AND EXCHANGEABLE BONDS CONSIDERATION BUT NOT BOTH. Please refer to paragraph 1 on page 2 of this FAT for instructions on selecting the form of Offer Consideration and inserting the number of Offer Shares above.**  
**Last date and time for acceptance of the Offer: 5.30 p.m. (Singapore time) on 8 December 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").**

The consideration for acceptance of the Offer is S\$1.20 for each Offer Share (the "Offer Consideration") to be satisfied by EITHER (A) S\$1.20 in cash (the "Cash Consideration") OR (B) S\$0.7665 in cash and S\$0.4335 in principal amount of Exchangeable Bonds (the "Cash and Exchangeable Bonds Consideration"), as stated in the Offer Document.

The acceptance of the Offer at the Offer Consideration, by way of execution of this FAT, is conditional upon the Offer becoming or being declared unconditional in all respects in accordance with its terms and is subject to the terms and conditions set out below and in the Offer Document.

**Irrevocable Acceptance.** My/Our execution of this FAT shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document 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 above-mentioned Offer Shares to the Offeror or the Transferee, and in connection with this FAT, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Offer Document.

**Warranty.** I/We unconditionally and irrevocably warrant and undertake to the Offeror that the Offer Shares in respect of which the Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all claims, liens, equities, charges, mortgages, pledges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits, entitlements and advantages attached thereto as at the Formal Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights and other distributions declared, paid or made by China Minzhong Food Corporation Limited (collectively, the "Distributions") (if any), the Distribution Record Date for which falls on or after the Formal Offer Announcement Date. In the event of any such Distributions, the Offer Consideration payable to a Shareholder who validly accepts or has validly accepted the Offer shall be reduced by an amount which is equal to the amount of such Distribution in the manner as set out in the Offer Document.

**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 Offer or the Transferee on my/our behalf in the event the Offer becomes or is declared to be unconditional in all respects in accordance with its terms. I/We irrevocably authorise and direct the Offeror or its agent to send the cheque for the appropriate amounts and (if applicable) certificates in respect of the appropriate principal amount of Exchangeable Bonds (the "Exchangeable Bond Certificates"), being the consideration payable to me/us for the Offer Shares, at the address stated above or, if none is set out, to me/us (or, in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register of Members of the Company (the "Register")) at the relevant address maintained in the Register, by ordinary post at my/our risk, provided that the Offeror shall not be obliged to despatch the Exchangeable Bond Certificates in or into any overseas jurisdiction.

**Return of Offer Shares.** In the event that the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms by the Closing Date, I/We understand that this FAT, share certificate(s) and other accompanying document(s) will be returned to me/us at the address stated above, or if none is set out, to me/us (or, in the case of joint accepting Shareholders, 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 within 14 days from the lapse of the Offer.

**Offer Conditional.** I/We understand that if I/We have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and in the event that the Offer becomes or is declared unconditional in all respects in accordance with its terms:

- where I/We have elected to receive the Cash Consideration, the Offeror will send to me/us payment of the Cash Consideration by means of a Singapore Dollar cheque drawn on a bank in Singapore for the appropriate amount, at my/our own risk; or
  - where I/We have elected to receive the Cash and Exchangeable Bonds Consideration, the Offeror will send to me/us (i) payment of the cash portion of the Cash and Exchangeable Bonds Consideration by means of a Singapore Dollar cheque drawn on a bank in Singapore for the appropriate amount, and (ii) the Exchangeable Bond Certificate(s) in my/our name for the relevant principal amount of Exchangeable Bonds, at my/our own risk, as soon as practicable and in any event:
- in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared unconditional in all respects, within 7 business days of that date; or
  - in respect of acceptances which are complete and valid in all respects and are received after the Offer becomes or is declared unconditional in all respects, but before the Offer closes, within 7 business days of the date of such receipt.

**PLEASE SIGN HERE**

I/We acknowledge that the Exchangeable Bond Certificates will not be despatched in or into any overseas jurisdiction.

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 Constitution or relevant constitutive documents:

_____	)	
Director	)	Director / Secretary

**Notes:**

- A husband must not witness the signature of his wife and *vice versa*.
- In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
- 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 Constitution and/or other constitutive documents and/or other regulations. If a corporation does not by the laws of the country of its incorporation have 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 Transferee hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT subject to the terms and conditions in the Offer Document and this FAT. The Common Seal of the Transferee was hereunto affixed in accordance with its Constitution and/or other constitutive documents in the presence of:-

_____	)	
Director	)	Director / Secretary

**VOLUNTARY CONDITIONAL OFFER FOR OFFER SHARES  
OF CHINA MINZHONG FOOD CORPORATION LIMITED**

## INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the 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) in respect of the Offer Shares beneficially owned by them and who wish to accept the Offer in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of despatch of the Offer Document 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 Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 2 to the Offer Document titled "Procedures for Acceptance of the Offer".

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 Offer in respect of some or all of these 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 (i) The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588, or (ii) Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place #32-01 Singapore Land Tower, Singapore 048623.

### 1. Acceptance.

1.1 If you wish to accept the Offer using this FAT, you should complete, sign and deliver this FAT in accordance with the Offer Document and the instructions printed on this FAT:

- if you wish to receive the **Cash Consideration**, you must tick **Box A** (being the box for the Cash Consideration) in Part I on page 1 of this FAT and **leave Box B blank**;
- if you wish to receive the **Cash and Exchangeable Bonds Consideration**, you must tick **Box B** (being the box for the Cash and Exchangeable Bonds Consideration) in Part I on page 1 of this FAT and **leave Box A blank**;
- if you wish to accept the Offer in respect of all the Offer Shares represented by the share certificate(s) attached hereto, please (i) state "All" or insert the number of Offer Shares in respect of which the Offer is accepted in Part II on page 1 of this FAT, and (ii) state in Part III on page 1 of this FAT the share certificate number(s) of the relevant share certificate(s);
- if you wish to accept the Offer in respect of some but not all Offer Shares represented by the share certificate(s) attached hereto, please (i) state the number of Offer Shares in respect of which the Offer is accepted in Part II on page 1 of this FAT, and (ii) state in Part III on page 1 of this FAT the share certificate number(s) of the relevant share certificate(s); and
- if you do not wish to accept the Offer, you do not need to take any action.

1.2 You should only tick **either Box A (being the box for the Cash Consideration) or Box B (being the box for the Cash and Exchangeable Bonds Consideration) but not both**. You shall be deemed to have accepted the Offer and elected to receive solely the **Cash Consideration** if:

- you tick **both** Box A (being the box for the Cash Consideration) and Box B (being the box for the Cash and Exchangeable Bonds Consideration) in Part I on page 1 of this FAT; or
- you do **not** tick any of Box A or Box B in Part I on page 1 of this FAT; or
- your intentions as to your election of the form of Offer Consideration are not ascertainable from your instructions specified in this FAT (as determined by the Offeror at its discretion).

For the purposes of this FAT, a "tick" is defined as a "✓" or such other forms of annotation to be determined by the Offeror in its absolute discretion for the purpose of ascertaining the accepting Shareholder's acceptance intention.

1.3 If you (i) specify a number in Part II on page 1 of this FAT which **exceeds** the number of Offer Shares represented by the share certificate(s) accompanying this FAT **or** (ii) **do not specify a number** of Offer Shares in Part II on page 1 of this FAT, you shall be deemed to have accepted the Offer in respect of **all** the Offer Shares represented by the share certificate(s) accompanying this FAT.

It is your responsibility to ensure that this FAT is properly completed in all respects. In the event of any ambiguity as to the intentions of an accepting Shareholder arising from his completion of this FAT, the Offeror shall be entitled, at its sole and absolute discretion, to reject or treat as valid such Shareholder's acceptance of the Offer through this FAT and to determine whether such Shareholder shall have or shall be deemed to have elected to receive the Cash Consideration or the Cash and Exchangeable Bonds Consideration and the number of Offer Shares in respect of which the Offer is accepted by such Shareholder (provided that such number shall not exceed the number of Offer Shares represented by the share certificate(s) attached hereto). Any such decision of the Offeror will be final and binding and none of the Offeror (and, for the avoidance of doubt, any of the Offeror's related corporations), CIMB and the Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

1.4 **Acceptance by Overseas Shareholders.** For practical reasons and to avoid violating applicable securities laws outside Singapore, the Exchangeable Bond Certificates will not be despatched in or into any overseas jurisdictions. If your registered address appearing in the Register is outside of Singapore (an "Overseas Shareholder") and you wish to elect to receive the Cash and Exchangeable Bonds Consideration, you must provide on page 1 of this FAT a mailing address in Singapore solely for the Offeror to despatch the Exchangeable Bond Certificate(s) to you. For the avoidance of doubt, any mailing address in Singapore provided in the Address Box on page 1 of this FAT shall only be used for the purpose of despatching the Exchangeable Bond Certificate(s) to you and shall not constitute notification of a change of your address as maintained in the Register. If an Overseas Shareholder fails to provide the Offeror or the Registrar with a mailing address in Singapore on page 1 of this FAT, such Overseas Shareholder shall be deemed to have elected to receive only the **Cash Consideration**.

2. **Exchangeable Bond Certificates.** The Offeror may, upon the request of an accepting Shareholder, issue the Exchangeable Bond Certificate(s) in respect of the relevant principal amount of Exchangeable Bonds in the name of the beneficial owner(s) on whose behalf the Offer Shares tendered in acceptance of the Offer are held by the accepting Shareholder as a nominee, custodian or trustee as at the date of the acceptance of the Offer, upon production of evidence satisfactory to the Offeror that such person(s) is/are the beneficial owner(s) of the Offer Shares, and provided that such request is made in respect of Exchangeable Bond Certificates of reasonable denominations.

3. **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 Transferee or a person authorised by either).

4. **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.

5. **Delivery of FAT.** You should deliver:

- the completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
- 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 Offer; and
- 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 transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either),

either:

- by hand to Marvellous Glory Holdings Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place #32-01 Singapore Land Tower, Singapore 048623; or**
- by post,** in the enclosed pre-addressed envelope at your own risk, to **Marvellous Glory Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place #32-01 Singapore Land Tower, Singapore 048623.** If the completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope. 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. (SINGAPORE TIME) ON THE CLOSING DATE.** Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and delivered.

6. **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 Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Offer Document 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. at 50 Raffles Place #32-01 Singapore Land Tower, Singapore 048623.** This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date.

7. **No Acknowledgments.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or other relevant document(s) will be given by the Offeror or the Registrar.

8. **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 airmail) to the Shareholder for execution or if he has executed a Power of Attorney, this FAT may be signed by the attorney but the attorney's signature in this FAT must be accompanied by a statement stating that this FAT is "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 with this FAT. No other signatures are acceptable.

9. **Shareholder Deceased.** If the sole Shareholder is deceased and if:

- 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 lodged with **Marvellous Glory Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place #32-01 Singapore Land Tower, Singapore 048623; or**
- 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.

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

11. **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:

- 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 this FAT are one and the same;
- Incorrect address.** Please write the correct address on this FAT; and
- Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.

12. **Disclaimer and Discretion.** The Offeror, CIMB and/or the Registrar will be entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAT which is not entirely in order or which does not comply with the terms of the Offer Document and this FAT or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects and is submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), CIMB and the Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and CIMB each reserves the right to treat acceptances of the 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 Offer Document or in this FAT, or if made otherwise than in accordance with the provisions of the Offer Document and in this FAT. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), CIMB and the Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

13. **Risk of Posting.** All communications, notices, documents and remittances to be sent to you will be sent by ordinary post to your respective addresses as they appear in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.

14. **Conclusive Evidence.** Delivery of this FAT duly completed and signed, 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 and/or the Registrar shall be conclusive evidence in favour of the Offeror, the Transferee and the Registrar of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.

15. **Governing Law and Third Party Rights.** By completing and delivering this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAT, has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, 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.

By completing and delivering this FAT, you (a) consent to the collection, use and disclosure of your personal data by Boardroom Corporate & Advisory Services Pte. Ltd., the Offeror, CIMB and the Company (the "Relevant Persons") for the purpose of facilitating your acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines, (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable law and (c) agree that you will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of such warranty.

VOLUNTARY CONDITIONAL OFFER FOR OFFER SHARES  
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