



CHINA STAR FOOD
GROUP LIMITED

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CHINA STAR FOOD GROUP LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 200718683N)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (“**EGM**”) of China Star Food Group Limited (the “**Company**”) be held at Room MR327, Level 3, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on 11 December 2015 at 10.00 a.m. for the purpose of considering, and if thought fit, passing, with or without modification, the following ordinary resolution.

All capitalised terms in this Notice of EGM shall, unless otherwise defined herein, bear the meanings ascribed thereto in the circular dated 26 November 2015 to shareholders of the Company (the “**Circular**”).

Ordinary Resolution

THE PROPOSED SHARE CONSOLIDATION

That with effect from the date to be determined by the Directors of the Company and pursuant to the Articles of Association of the Company, approval be and is hereby given:–

- (a) for the proposed consolidation of every four (4) existing Shares held by Shareholders as at a books closure date to be determined by the Directors (the “**Books Closure Date**”) into one (1) Consolidated Share;
- (b) any fractions of a Consolidated Share arising from the Proposed Share Consolidation pursuant to paragraph (a) above shall be disregarded, and any fractional entitlements arising from the implementation of the Proposed Share Consolidation will be aggregated or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the best interests of the Company including (i) disregarding such fractional entitlements, or (ii) aggregating and selling the same and retaining the net proceeds for the benefit of the Company;
- (c) for the Directors to be authorised to fix the Books Closure Date and the date on which the Consolidated Shares will trade on the Catalist of the SGX-ST in board lots of one hundred (100) Consolidated Shares in their absolute discretion as they deem fit; and
- (d) the Directors and any of them be and is hereby authorised to do such acts and things (including, without limitation, enter into all transactions, arrangements and agreements and executing such documents) as they and/or he/she may consider necessary or expedient to give full effect to this resolution and to implement any of the foregoing as they think fit and in the interests of the Company.

BY ORDER OF THE BOARD

Liang Chengwang
Executive Chairman and Chief Executive Officer
China Star Food Group Limited
26 November 2015

Notes:

1. A Member entitled to attend and vote at the EGM is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
2. If the appointor is a corporation, the instrument appointing a proxy must be executed under seal or the hand of its duly authorised officer or attorney.
3. The instrument appointing a proxy must be deposited at the registered office of the Company at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, not less than forty-eight (48) hours before the time fixed for holding the EGM.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member’s breach of warranty.