

INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Offer in respect of all or part of the total number of Offer Shares standing to the credit of the "Free Balance" of their Securities Accounts or purchased on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). This FAA 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.

This FAA has been sent to you on the understanding that all your Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Offer Shares and you wish to accept the Offer in respect of those Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Transfer for Offer Shares (the "FAT") in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of China Minzhong Food Corporation Limited, from Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623.

1. **Acceptance.** If you wish to accept the Offer using this FAA, this FAA must be completed and signed strictly in the manner set out in Section A overleaf and in accordance with the provisions and instructions of the Offer Document and this FAA and then submitted in its entirety (no part may be detached or otherwise mutilated) either by hand to **Marvellous Glory Holdings Limited, c/o The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588** or by post, in the enclosed pre-addressed envelope at your own risk, to **Marvellous Glory Holdings Limited c/o The Central Depository (Pte) Limited, Robinson Road Post Office P.O. Box 1984 Singapore 903934**, in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. It is your responsibility to affix adequate postage on the said envelope. Acceptance in the form of this FAA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day. Proof of posting is not proof of receipt by the Offeror at the above addresses.

2. **Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.**

2.1 For each acceptance of the Offer, you may accept the Offer on the basis of **either** (a) the **Cash Consideration** or (b) the **Cash and Exchangeable Bonds Consideration**, but **not** a combination thereof.

(a) If you wish to receive the **Cash Consideration**, you must (i) **tick Box A** (being the box for the Cash Consideration) in Part I on page 1 of this FAA and **leave Box B blank** and (ii) insert in Part II on page 1 of this FAA the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which you wish to accept the Offer.

(b) If you wish to receive the **Cash and Exchangeable Bonds Consideration**, you must (i) **tick Box B** (being the box for the Cash and Exchangeable Bonds Consideration) in Part I on page 1 of this FAA and **leave Box A blank** and (ii) insert in Part II on page 1 of this FAA the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which you wish to accept the Offer.

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.

2.2 You shall be deemed to have accepted the Offer and elected to receive solely the **Cash Consideration** if:

(a) 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 FAA;

(b) you do **not** tick any of Box A or Box B in Part I on page 1 of this FAA; or

(c) your intentions as to your election of the form of Offer Consideration are not ascertainable from your instructions specified in this FAA (as determined by the Offeror at its discretion).

For the purposes of this FAA, 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 Depositor's acceptance intention.

2.3 The number of Offer Shares inserted in Part II on page 1 of this FAA should not exceed the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. on the date of receipt of this FAA by CDP (the "Date of Receipt") or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt must fall on or before the Closing Date).

2.4 If you (i) specify in Part II on page 1 of this FAA a number which **exceeds** the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt, or in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date **or** (ii) **do not specify a number** of Offer Shares in Part II on page 1 of this FAA, you shall be deemed to have accepted the Offer in respect of **all** the Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt, or in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date.

2.5 **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 maintained with CDP is outside of Singapore (an "Overseas Shareholder") and you wish to elect to receive the Cash and Exchangeable Bonds Consideration, you must provide in the Address Box on page 1 of this FAA a mailing address in Singapore for the Offeror to despatch the Exchangeable Bond Certificate(s) to you. For the avoidance of doubt, any such mailing address in Singapore provided in the Address Box on page 1 of this FAA 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 with CDP. If an Overseas Shareholder elects to receive the Cash and Exchangeable Bonds Consideration but fails to provide the Offeror with a mailing address in Singapore in the Address Box on page 1 of this FAA, such Overseas Shareholder shall be deemed to have elected to receive only the **Cash Consideration**.

2.6 It is your responsibility to ensure that this FAA is properly completed in all respects. In the event of any ambiguity as to the intentions of an accepting Depositor arising from his completion of this FAA, the Offeror shall be entitled, at its sole and absolute discretion, to reject or treat as valid such Depositor's acceptance of the Offer through this FAA and to determine whether such Depositor 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 Depositor (provided that such number shall not exceed the number of Offer Shares standing to the credit of the "Free Balance" of such Depositor's Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt, or in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date). 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 CDP accepts any responsibility or liability for such a decision, including the consequences of such a decision.

3. **Acceptance by Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, the Offer Document and an FAA in respect of such Offer Shares bearing your name and Securities Account number and a pre-addressed envelope will be sent to you by CDP, for and on behalf of the Offeror, and if you wish to accept the Offer in respect of such Offer Shares, you should, **AFTER** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares, complete, sign and return that FAA in accordance with the instructions contained therein. If you do not receive that FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Offer Shares on the SGX-ST, from The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

4. **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.

5. **Rejection.** If you purchase Offer Shares on the SGX-ST, your acceptance in respect of such Offer Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares by 5.00 p.m. (Singapore time) on the Date of Receipt or 5.30 p.m. (Singapore time) on the Closing Date (if the Date of Receipt is on the Closing Date). None of CDP, CIMB and the Offeror (and, for the avoidance of doubt, any of the Offeror's related corporations) accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.

6. **Acceptance via SGX-SSH service (This section is applicable to Depository Agents only).** Depository Agents may accept the Offer via the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive acceptances from Depository Agents via the SGX-SSH service on its behalf and such acceptances must be submitted not later than 5.30 p.m. (Singapore time) on the Closing Date. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if the FAA had been completed and delivered to CDP.

7. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should be sent by the quickest means (for example, express air mail) to the Depositor for execution, or if he has executed a Power of Attorney, this FAA may be signed by the Attorney but the signature must be accompanied by a statement reading "**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 first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable.

8. **Deceased Depositors.**

(a) **If the sole Depositor is deceased and if:**

(i) the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FAA must be signed by all the personal representative(s) of the deceased and lodged with **Marvellous Glory Holdings Limited, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588** or by **post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934**; or

(ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased must go to CDP personally together to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA.

(b) **If one of the joint Depositors is deceased and if:**

(i) the Offer Shares are held in a Joint alternate-signatory account, this FAA must be signed by **ANY** surviving joint Depositor(s).

(ii) the Offer Shares are held in a Joint signatories account, this FAA must be signed by **ALL** surviving joint Depositor(s) and lodged with **Marvellous Glory Holdings Limited, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentations, in respect of the deceased Depositor.

9. **Conclusive Evidence.** Lodgement of this FAA with **Marvellous Glory Holdings Limited, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588** or by **post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934** duly completed and signed, shall be conclusive evidence in favour of the Offeror, the Transferee and CDP 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. Upon receipt of this FAA, CDP will transfer the Offer Shares in respect of which you have accepted the Offer from the "Free Balance" of your Securities Account to a "Suspense Account". Such Offer Shares will be held in the "Suspense Account" until the consideration for such Offer Shares has been despatched to you.

10. **Disclaimer and Discretion.** The Offeror, CIMB, CDP 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 FAA which is not entirely in order or which does not comply with the terms of the Offer Document and this FAA 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 FAA 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 CDP 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 FAA, or if made otherwise than in accordance with the provisions of the Offer Document and in this FAA. 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 CDP accepts any responsibility or liability for such a decision, including the consequences of such a decision.

11. **Governing Law and Third Party Rights.** By completing and delivering this FAA, 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 FAA or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAA, 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.

No acknowledgement of receipt will be given by CDP for submissions of this FAA made by hand or by post to CDP or deposited into boxes located at CDP's premises. All communications, notices, documents and payments will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP or such other address in Singapore as may be specified in the Address Box on page 1 of this FAA (provided that the Offeror shall not be obliged to despatch the Exchangeable Bond Certificates in or into any overseas jurisdiction). Settlement of the consideration under the Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Offer Shares to which this FAA relates are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with **Marvellous Glory Holdings Limited, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588** or by **post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934**.

If you do not have any existing Securities Account in your own name at the time of acceptance of the Offer, your acceptance as contained in this FAA will be rejected.

By completing and delivering this FAA, you (a) consent to the collection, use and disclosure of your personal data by Boardroom Corporate & Advisory Services Pte. Ltd., CDP, the CPF Board, the SGX-ST, 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.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares in your Securities Account. You can verify the number of Offer Shares credited to your Securities Account through: (a) CDP Online if you have registered for CDP Internet Access Service or (b) CDP Phone Service if you have a T-Pin.