

ROLLOVER AGREEMENT

This **ROLLOVER AGREEMENT** (this "**Agreement**") dated as of 24 September 2021 is made by and among:

- (1) **CPF Investment Limited** (the "**Offeror**"), a company incorporated in the British Virgin Islands with limited liability whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands; and
- (2) **ITOCHU Corporation** ("**ITOCHU**" or the "**Rollover Shareholder**"), a company incorporated under the laws of Japan whose registered office is at 5-1, Kita-Aoyama 2-chome, Minato-ku, Tokyo 107-8077, Japan.

The foregoing parties are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) **C.P. Pokphand Co. Ltd.** (the "**Company**"), is a company incorporated in Bermuda with limited liability, whose ordinary shares ("**Shares**") are listed on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (Stock Code: 43). As at the date of this Agreement, the Company has (i) an authorised share capital of US\$600,000,000 divided into 36,000,000,000 Shares, 20,000,000,000 Series A Convertible Preference Shares and 4,000,000,000 Series B Convertible Preference Shares, of which 24,071,837,232 Shares, nil Series A Convertible Preference Shares and 1,261,077,748 Series B Convertible Preference Shares are in issue; and (ii) no outstanding share options.
- (B) On the premise set out above, the Offeror proposes to submit a proposal (the "**Proposal**") to the board of directors of the Company in connection with the privatisation of the Company by way of a scheme of arrangement (the "**Scheme**") and the delisting of the Company from the Exchange as a result of the privatisation (the "**Delisting**") (together, the "**Transaction**" the full details of which (including details of the Scheme) are included in the document attached in the Annexure which shall be submitted to the Company and the Securities and Futures Commission of Hong Kong ("**SFC**") respectively.
- (C) As of the date of this Agreement, the Rollover Shareholder holds 6,017,959,308 Shares in total, representing approximately 25.00% of the total number of issued Shares of the Company. The Offeror intends to allow the Rollover Shareholder to retain its shareholding in the Company and remain as a shareholder of the Company after the Scheme becomes effective.

NOW THEREFORE, in consideration for mutual promises, covenants and agreements of the Parties contained herein, the Parties agree as follows:

1. Definitions and interpretation

1.1 In this Agreement , terms used and defined in the draft announcement appended to the Proposal (the “**Announcement**”) shall have the same meaning when used herein unless otherwise defined:

“**Affiliate**” of any person means any other person that (directly or indirectly) Controls, is Controlled by or is under common Control with such person;

“**Business Day**” means any day on which the Stock Exchange is open for the transaction of business;

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and includes (a) ownership directly or indirectly of 50% or more of the shares in issue or other equity interests of such person; (b) possession directly or indirectly of 50% or more of the voting power of such person; or (c) the power directly or indirectly to appoint a majority of the members of the board of directors or similar governing body of such person, and the terms “**Controlling**” and “**Controlled**” have meanings correlative to the foregoing; and

“**Loss**” means includes any actual loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) or tax liability however it arises.

1.2 In this Agreement (unless the context otherwise requires):

- (a) references to Clauses are to clauses in this Agreement (unless the context otherwise requires);
- (b) use of any gender includes the other genders and use of the singular includes the plural and vice versa unless the context requires otherwise;
- (c) references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (d) unless otherwise defined herein, words and expressions defined in the Companies Ordinance (Cap 622 of the laws of Hong Kong) shall bear the same respective meanings when used in this Agreement;
- (e) a reference to any Party to this Agreement or any other agreement or document includes the Party’s successors and permitted assigns;
- (f) the ejusdem generis principle of construction shall not apply to this Agreement. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;

- (g) references in this Agreement to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;
- (h) any reference to a "day" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;
- (i) references to times are to Hong Kong time; and
- (j) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

2. Rollover Arrangement

Subject to the terms and conditions of this Agreement and provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of ITOCHU (in the case of any change which would potentially adversely affect the interests of ITOCHU, ITOCHU and CPFI shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC), the Offeror and the Rollover Shareholder agree that the 6,017,959,308 Shares held by Rollover Shareholder (the "Rollover Shares"), representing approximately 25.00% of the total number of issued Shares of the Company, will not form part of the scheme shares of the Company under the Scheme (the "Scheme Shares") and (ii) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly, the Rollover Shareholder will remain as a shareholder of the Company on the register of the Company immediately after the Scheme becomes effective and shall be entitled to all rights as a legal and beneficial owner of Shares together with any dividend, rights and distributions to be declared and paid by the Company after the Scheme becomes effective (collectively, the "Rollover Arrangement").

3. Conditions

The implementation of the Rollover Arrangement is subject to the fulfilment of the following conditions:

- (a) the receipt of an opinion from the independent financial adviser to the independent board committee of the Company established for the purpose of the Proposal that the Rollover Arrangement is fair and reasonable so far as the Disinterested Shareholders are concerned;
- (b) the passing of an ordinary resolution by the Disinterested Shareholders at a special general meeting of the Company to be convened and in connection with the Proposal and the Transaction to approve, among others, the Rollover Arrangement;

- (c) the Scheme becoming effective in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of ITOCHU (in the case of any change which would potentially adversely affect the interests of ITOCHU, ITOCHU and CPFI shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC); and
- (d) the grant of consent from the Executive in respect of the Rollover Arrangement.

4. Undertakings

The Rollover Shareholder irrevocably represents and undertakes to the Offeror that:

- (a) it is the sole beneficial owner of its portion of the Rollover Shares, free and clear of any lien, charge, mortgage, encumbrance or any third party rights whatsoever and all such Rollover Shares have been properly allotted and issued and are fully paid-up;
- (b) save for (i) the 6,017,959,308 Shares interested by the Rollover Shareholder and (ii) the deemed interest in the 11,974,521,097 Shares and 1,261,077,748 Series B Convertible Preference Shares in which the Offeror and its parent are interested as a result of certain provisions in the shareholders' agreement dated 24 July 2014 entered into between, inter alia, the Rollover Shareholder and the Offeror pursuant to section 317 of the SFO, as at the date of this Agreement, the Rollover Shareholder is not interested in any other securities of the Company or has any right to subscribe, purchase or otherwise acquire any Shares or other securities in the Company;
- (c) it will not, directly or indirectly, take any action which will preclude, prejudice, restrict or delay the successful outcome of the Scheme or the Proposal or the Transaction (as specified in the document attached in the Annexure) or otherwise conflict with or diminish its obligations hereunder;
- (d) subject to compliance with relevant laws and regulations, it will do all such acts and things and execute all such documents as may be reasonably required by the Offeror to give effect to the undertakings contained in this Agreement;
- (e) unless prohibited from doing so under applicable law, it will provide the Offeror with all such information in relation to its interests in the Shares as the Offeror may reasonably require to comply with all applicable legal or regulatory requirements, provided that the Parties shall use their best effort to cooperate in good faith to enable the Offeror to comply with the requirement; and
- (f) provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of ITOCHU (in the case of any change which would potentially adversely affect the interests of ITOCHU, ITOCHU and CPFI shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC) and

to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, it will exercise, or, as the case may be, procure the exercise of the voting rights in respect of the Shares owned by it directly on resolutions in relation to the Scheme in accordance with the offeror's directions, and in the absence of any such directions, to vote in favour of all resolutions which are necessary to implement the Scheme proposed at a court meeting and/or a general meeting of the Company, and that it shall be bound by, and take all actions necessary to implement the Scheme.

5. Dealing Restrictions

At any time from the date of this Agreement until the Scheme (as specified in the document attached in the Annexure) becomes effective, lapses or is withdrawn (whichever later) and provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of ITOCHU (in the case of any change which would potentially adversely affect the interests of ITOCHU, ITOCHU and CPFI shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC):

- (a) the Rollover Shareholder shall not, directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by it in the Company.
- (b) the Rollover Shareholder shall not accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to its portion of the Rollover Shares to approve or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of such Shares or disposal of material assets of the Company and its subsidiaries by any person other than pursuant to the Scheme.
- (c) the Rollover Shareholder shall not, directly or indirectly, acquire, subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of the Offeror.

6. Representations and warranties

6.1 Each party represents and warrants to the other party that:

- (a) it has full power, authority and capacity, and has taken all actions and has obtained all consents, approvals and authorisations from any governmental or regulatory bodies or other third parties required, to enter into, and perform its obligations under, this Agreement;
- (b) it has taken all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

- (c) neither the execution and delivery of this Agreement by it (i) violates any provision of its constitutional documents; (ii) contravenes or results in a contravention of the laws or regulations of any jurisdiction to which it is subject in respect of the transactions contemplated under this Agreement; or (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which the Rollover Shareholder is a party or by which the Rollover Shareholder is bound);
- (d) it shall comply with all applicable laws relevant to the Transaction (including the general principles and rules of the Takeovers Code together with any rulings by the SFC or the Takeovers Panel relating to the Scheme and its financing); and
- (e) any information provided to the other party in connection with the Proposal or the Scheme is true, complete and accurate in all material respects and not misleading in any material respect.

6.2 The Rollover Shareholder represents and warrants to the Offeror that:

- (a) as of the date hereof, it is the sole beneficial owner of the Rollover Shares, free from any lien, charge, option, claim, right of pre-emption and any other third party right or encumbrance of any nature whatsoever and together with all rights accruing or attaching thereto;
- (b) save as disclosed to the Offeror, it has not purchased any Share or otherwise dealt in the securities of the Company in the six months prior to the date of this Agreement; and
- (c) there is no third party holding the legal title to any Shares as the Rollover Shareholder's nominee, trustee, depositary or custodian.

7. Indemnity.

The Offeror shall indemnify and keep indemnified and hold harmless the Rollover Shareholder and any director or employee of the Rollover Shareholder against any Loss incurred or suffered by any of them in connection with the Scheme, Transaction or the Proposal, save for any Loss directly arising from any act or omission of the Rollover Shareholder.

The Offeror shall be solely responsible for (and shall reimburse the Rollover Shareholder for) all costs and expenses including any fine, penalty, charge incurred in connection with the Scheme, Transaction and the Proposal. The Offeror shall pay on demand to the Rollover Shareholder an amount equal to 25% of any Loss sustained by the Company in connection with the Scheme, Transaction or the Proposal, save for any Loss directly arising from any act or omission of the Rollover Shareholder.

This Clause 7 shall survive the termination pursuant to Clause 8.

8. Termination.

Unless otherwise expressly provided hereunder, the rights and obligations of the Parties pursuant to this Agreement shall terminate upon the earlier of (i) when the Scheme (as set out in the Annexure) lapses or is withdrawn, terminated, rescinded by the Offeror or is finally dismissed, finally refused or finally rejected by the Supreme Court of Bermuda; or (ii) on a date as the Parties otherwise agree in writing (but without prejudice to any accrued liabilities arising prior to such termination).

9. Further Cooperation

Provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of ITOCHU (in the case of any change which would potentially adversely affect the interests of ITOCHU, ITOCHU and CPFI shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC), each Party agrees to use its best effort to cooperate with each other to take reasonable actions as may be required by law and regulation (including but not limited to the Takeover Code and the Listing Rules) or as any Party may reasonable require to implement and/or give effect to this Agreement and the transactions contemplated by it.

10. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

11. Dispute Resolution.

11.1 Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Clause 11. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate an Arbitrator or agree on the joint nomination of the third Arbitrator, as applicable, within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The

arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing Parties. Any Party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defences to such enforcement based on lack of personal jurisdiction or inconvenient forum.

- 11.2 Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Clause 11, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of Hong Kong, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Clause 11.2 is only applicable to the seeking of interim injunctions and does not restrict the application of Clause 11.1 in any way.

12. Successors and Assigns; Third-Party Beneficiaries.

This Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of the other Party. Any attempted assignment in violation of this Clause 12 shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and (subject to the foregoing provisions of this Clause 12) their respective successors, permitted assigns, heirs, executors and administrators any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement, except as specifically set forth in this Agreement.

13. Severability

In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

14. Notices

- 14.1 A notice under this Agreement shall only be effective if it is in writing.
- 14.2 Notices under this Agreement shall be sent to a Party at its address or email address and for the attention of the individual set out below:

- (a) If to the Offeror:

Company Secretary Office
Charoen Pokphand Foods Public Company Limited
313 C.P. Tower 15th Floor, Silom Road, Silom Sub-district,
Bangrak District, Bangkok, Thailand 10500
Attention: Ms. Kobboon Srichai
Email: Kobboon@cpf.co.th

- (b) If to ITOCHU:

5-1, Kita-Aoyama 2-chome, Minato-ku, Tokyo 107-8077, Japan

Attention: Mr Kenichi Inoue
Email: inoue-keni@itochu.co.jp

provided that a Party may change its notice details on giving notice to the other Party of the change in accordance with this Clause. That notice shall only be effective on the day falling five clear Business Days after the notification has been received or such later date as may be specified in the notice.

- 14.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (a) if delivered by hand, post or airmail - upon delivery to the relevant address specified above, if delivered during a Business Day or at the start of the next Business Day, if delivered at any other time;
- (b) if delivered by email - at the time of transmission by the sender, if such time is during a Business Day, or at the start of the next Business Day, if delivered at any other time, provided that the sender does not receive a message that the email was unable to be sent.

- 14.4 The provisions of this Clause shall not apply in relation to the service of service documents pursuant to Clause 15 below.

15. Agent for service

- (a) Offeror appoints The Law Debenture Corporation (H.K.) Limited of address Suite 1301, Ruttonjee House, Ruttonjee Centre, 11 Duddell Street, Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.
- (b) ITOCHU appoints ITOCHU Hong Kong Limited of 28/F United Center 95 Queensway, Admiralty, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this

Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.

16. Announcement

- 16.1 Subject to Clause 16.2, no announcement, press release, public statement, or other communications (“**Public Release**”) concerning the existence or the subject matter of this Agreement, shall be issued by or on behalf of any Party to the general public in any form without the prior written consent of all the other Parties, such consent not to be unreasonably withheld or delayed or conditioned.
- 16.2 Clause 16.1 does not apply to any Public Release required by the applicable laws and regulations, including without limitation, the Takeovers Code, the Listing Rules and the Stock Exchange, if the Party required to make or send it has:
- (a) provided each other Party with sufficient notice to enable it to seek a protective order or other remedy; and
 - (b) provided all assistance and co-operation that each other Party considers necessary to prevent or minimize that disclosure.
- 16.3 The restrictions contained in this Clause 16 shall continue to apply after termination of this Agreement without limit in time.

17. Confidentiality

- 17.1 Each Party shall treat as strictly confidential and shall not disclose to any other person any and all information (i) received or obtained as a result of entering into or performing this Agreement; (ii) which relates to the provisions, negotiations or subject matter of this Agreement; or (iii) which relates to another Parties (collectively “**Confidential Information**”).
- 17.2 A Party may disclose or use Confidential Information which would otherwise be subject to the provisions of Clause 17.1 if and to the extent:
- (a) Confidential Information is disclosed in the Announcement;
 - (b) the disclosure or use is required by the applicable laws and regulations or any authority to which such Party is subject to or submits (whether or not the request for information has the force of law);
 - (c) the disclosure or use is required by existing contractual obligations which it is subject to prior to the date of this Agreement (provided that it has informed the other Parties of such contractual obligations in writing before the execution of this Agreement);
 - (d) Confidential Information is disclosed on a need to know and strictly confidential basis to its Affiliates or their respective directors, officers, employees, advisers,

bankers, financiers or agents (collectively the “**Representative**”), provided that such recipients agree to be bound by equivalent confidentiality restrictions;

- (e) Confidential Information was lawfully in its possession or in the possession of any of its Affiliates or their respective Representatives;
- (f) Confidential Information is or becomes in the public domain through no fault of that Party or any of its Affiliates or their respective Representatives;
- (g) the relevant other Parties have given prior written consent to the disclosure or use (such consent not to be unreasonably withheld or delayed);
- (h) Confidential Information is independently developed by that Party after the date of this Agreement; or
- (i) the disclosure or use is required to enable that Party to perform this Agreement or enforce its rights under this Agreement or otherwise vest the full benefit of this Agreement in that Party.

17.3 The restrictions contained in this Clause 17 shall continue to apply after termination of this Agreement without limit in time.

18. Counterparts.

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Agreement by email (including by attachment) or telecopy shall be an effective mode of delivery.

19. Remedies.

19.1 Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

19.2 Each of the Parties acknowledge that the other Party may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not necessarily be an adequate remedy. Accordingly, each Party shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combinations of these remedies, for any potential or actual breach of the terms of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties with respect to the subject matter contained herein.

21. Amendments and Modification.

This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each Party.

22. Waiver.

Any agreement on the part of a Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

23. Third Party Rights.

Save for the rights of the persons referred to in clause 7 to enforce the benefit of that clause (which shall be enforceable in accordance with the Contracts (Rights of Third Parties) Ordinance (Cap 623), the Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623), by any person who is not a party to this Agreement.

[The remainder of this page is intentionally left blank.]

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of

CPF Investment Limited



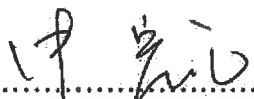
.....
Name: Adirek Sripratak, Arunee Watcharananan
Title: Authorized Director

This Agreement has been entered into on the date stated at the beginning of it .

Signed by

for and on behalf of

ITOCHU Corporation



.....

Name : Hiroyuki Naka

Title : Executive Officer

Annexure

The announcement to be submitted to the Company and the Securities and Futures Commission of Hong Kong ("SFC") (as amended and supplemented from time to time as specifically requested by the Company and the SFC)