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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本部分可換股票據要約接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本部分可換股票據要約接納表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。Unless the context otherwise requires, terms used in this Partial CN Offer Acceptance Form shall bear the same meanings as those defined in the Composite Document dated 7 January 2020 (the "Composite Document") jointly issued by Goal Success Investments Limited and China Agri-Products Exchange Limited. 除文義另有所指外，本部分可換股票據要約接納表格所用詞彙與Goal Success Investments Limited及中國農產品交易所有限公司於二零二零年一月七日聯合刊發之綜合文件（「綜合文件」）所界定者具有相同涵義。

To be completed in all respects except for the sections marked "Do not complete"
除註明「請勿填寫」之部分外，每項均須填寫

PARTIAL CN OFFER ACCEPTANCE FORM
部分可換股票據要約接納表格

CHINA AGRI-PRODUCTS EXCHANGE LIMITED
中國農產品交易所有限公司
(Incorporated in Bermuda with limited liability)
(於百慕達註冊成立之有限公司)
(Stock Code: 0149)
(股份代號: 0149)

CONDITIONAL VOLUNTARY PARTIAL CASH OFFER BY KINGSTON SECURITIES LIMITED
ON BEHALF OF GOAL SUCCESS INVESTMENTS LIMITED TO
ACQUIRE A MAXIMUM OF 46.86% OF THE OUTSTANDING PRINCIPAL AMOUNT OF
THE CONVERTIBLE NOTE(S) OF CHINA AGRI-PRODUCTS EXCHANGE LIMITED
(SUBJECT TO ADJUSTMENT IN THE EVENT OF A CHANGE IN
THE ISSUED SHARE CAPITAL OF CHINA AGRI-PRODUCTS EXCHANGE LIMITED)

金利豐證券有限公司代表GOAL SUCCESS INVESTMENTS LIMITED收購
CHINA AGRI-PRODUCTS EXCHANGE LIMITED中國農產品交易所有限公司最多46.86%之
可換股票據未償還本金額(可根據CHINA AGRI-PRODUCTS EXCHANGE LIMITED
中國農產品交易所有限公司之已發行股本變動予以調整)
之有條件自願性部分現金要約

The company secretary, China Agri-Products Exchange Limited
公司秘書，中國農產品交易所有限公司
Suite 3202, 32/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong
香港九龍九龍灣宏光道39號宏天廣場32樓3202室

You must insert the principal amount of the Convertible Note(s) for which the Partial CN Offer is accepted. (Notes) 閣下必須填上接納部分可換股票據要約之可換股票據本金額。(附註)	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accepts the Partial CN Offer in respect of the Convertible Note(s) held by the Transferor(s) specified below and transfers to the "Transferee" such Convertible Note(s) subject to the terms and conditions contained herein and in the Composite Document. 下述「轉讓人」謹此就以下註明轉讓人所持有之可換股票據接納部分可換股票據要約，並按下列代價向下述「承讓人」轉讓相關可換股票據，惟須遵守本部分可換股票據要約接納表格及綜合文件內之條款及條件。		
	Principal amount of the Convertible Note(s) to which this acceptance relates 是項接納涉及之可換股票據本金額	AMOUNT 金額	WORDS 大寫
	Certificate number(s) 證書號碼		
	TRANSFEROR(S) name(s) and address in full (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱 Registered address 登記地址	Forename(s) 名字 Telephone number 電話號碼
	CONSIDERATION 代價	HK\$0.2275 in cash for every HK\$1 face value of the Offer Convertible Note(s) 就每份面值為1港元之要約可換股票據之代價為現金0.2275港元	
TRANSFEEEE 承讓人	Name 名稱 Correspondence address 通訊地址 Occupation 職業	Goal Success Investments Limited Suite 3101, 31/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong 香港九龍九龍灣宏光道39號宏天廣場31樓3101室 Corporation 法團	

If you have accepted the Partial CN Offer, your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign end print his/her name and address where indicated below. All joint holders must sign.

倘閣下接納部分可換股票據要約，閣下應在並非另一名聯名持有人之18歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。所有聯名持有人均須簽署。

Signed by or on behalf of the Transferor(s) in the presence of:
轉讓人或其代表在下列見證人見證下簽署：

Signature of Witness 見證人簽署 _____
Name of Witness 見證人姓名 _____
Address of Witness 見證人地址 _____
Occupation of Witness 見證人職業 _____

ALL JOINT HOLDERS MUST SIGN HERE
所有聯名持有人均須於本欄個別簽署

Signature(s) of Transferor(s)/Company Chop, if applicable
轉讓人簽署/公司印章(如適用)

Date of Submission of this Partial CN Offer Acceptance Form in respect of the Partial CN Offer
提交本部分可換股票據要約接納表格有關部分可換股票據要約之日期

Do not complete 請勿填寫本欄	
Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署：	For and on behalf of 為及代表 Goal Success Investments Limited
Signature of Witness 見證人簽署 _____	
Name of Witness 見證人姓名 _____	
Address of Witness 見證人地址 _____	
Occupation of Witness 見證人職業 _____	
Date of Transfer 過戶日期 _____	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署

Notes: 1. Insert the principal amount of the Convertible Note(s) for which the Partial CN Offer is accepted. If no principal amount is specified or a principal amount in excess of your registered holding of the Convertible Note(s) is inserted and you have signed this Partial CN Offer Acceptance Form, you will be deemed to have accepted the Partial CN Offer for your entire registered holding of the Convertible Note(s).
2. Subject to the Partial CN Offer becoming unconditional in all respects, the total principal amount of the Convertible Note(s) to be acquired by the Offeror from you will be determined in accordance with the formula set out in the Composite Document.

附註：1. 請填上接納部分可換股票據要約之可換股票據本金額。如閣下已簽署本部分可換股票據要約接納表格但並無填上本金金額或所填本金金額超過閣下登記持有之可換股票據，則閣下將被視為已就名下登記持有之全部可換股票據接納部分可換股票據要約。
2. 待部分可換股票據要約在各方面成為無條件後，要約人自閣下承購之可換股票據本金總額將按載於綜合文件之公式釐定。

THIS PARTIAL CN OFFER ACCEPTANCE FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Partial CN Offer Acceptance Form or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. Only one Partial CN Offer Acceptance Form will be accepted from each Convertible Noteholder by the company secretary of the Company.

If you have sold or otherwise transferred all your Convertible Note(s), you should at once hand this Partial CN Offer Acceptance Form and the Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Kingston Securities is making the Partial CN Offer on behalf of the Offeror. The making of the Partial CN Offer to the Convertible Noteholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a Convertible Noteholder who is a citizen or resident or national of jurisdictions outside Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Partial CN Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Partial CN Offer. The Offeror, the Company, Kingston Securities, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Partial CN Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay.

Acceptance of the Partial CN Offer by you will constitute a warranty by you to the Offeror, Kingston Securities and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Partial CN Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This Partial CN Offer Acceptance Form should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS PARTIAL CN OFFER ACCEPTANCE FORM

To accept the Partial CN Offer made by Kingston Securities on behalf of the Offeror, you should complete and sign this Partial CN Offer Acceptance Form and forward this form, together with all the relevant certificate(s), stating the principal amount of the Convertible Note(s) in respect of which you intend to accept the Partial CN Offer, by post or by hand to the company secretary of the Company at Suite 3202, 32/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong, in an envelope marked "China Agri-Products Exchange Limited – Partial CN Offer", as soon as possible after receipt of this form and the Composite Document and in any event no later than 4:00 p.m. (Hong Kong time) Wednesday, 29 January 2020 (being the First Closing Date) or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce and the Executive may approve. If the principal amount underlying the Convertible Note(s) as evidenced in the relevant certificate(s) is less than the principal amount underlying the Convertible Note(s) stated in this Partial CN Offer Acceptance Form, or you fail to submit all relevant certificate(s) underlying the Convertible Note(s) being tendered for acceptance, your acceptance would be invalid. No acknowledgement of receipt of any Partial CN Offer Acceptance Form and/or the relevant certificate(s) will be given. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Partial CN Offer Acceptance Form.

PARTIAL CN OFFER ACCEPTANCE FORM

To: The Offeror and Kingston Securities

1. My/Our execution of this Partial CN Offer Acceptance Form (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our acceptance of the Partial CN Offer made by Kingston Securities on behalf of the Offeror, for the consideration and on and subject to the terms and conditions contained in the Composite Document and herein mentioned, in respect of the principal amount of the Convertible Note(s) as specified in this Partial CN Offer Acceptance Form subject to being scaled down in accordance with the formulae set out in the Composite Document;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities and/or their respective agent(s) to send a cheque crossed "Not negotiable-account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Partial CN Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Partial CN Offer), together with the certificate(s) in respect of the balance, if any, of the Convertible Note(s) not accepted by the Offeror under the Partial CN Offer by ordinary post at my/our own risk to the person and the address stated below or, if no name and address is stated below, to me/us at Suite 3202, 32/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong as soon as possible but in any event within 7 Business Days following the Final Closing Date;
Name: (in block capitals) _____
Address: (in block capitals) _____
 - (c) my/our irrevocable instruction and authority to each of the Offeror, the Company and/or Kingston Securities and/or such person or persons as any of them may direct to complete and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Convertible Note(s) to be sold by me/us and taken up by the Offeror under the Partial CN Offer and to cause the same to be stamped and to cause an endorsement to be made on this Partial CN Offer Acceptance Form in accordance with the provisions of that Ordinance;
 - (d) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Convertible Note(s) tendered and taken up by the Offeror under the Partial CN Offer free from all third party rights, liens, claims, charges, equities and encumbrances in respect of the Convertible Note(s); and
 - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, the Company and/or Kingston Securities and/or their respective agents or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I/We understand that acceptance of the Partial CN Offer by me/us will be deemed to constitute a warranty by me/us to you that (i) the principal amount of the Convertible Note(s) specified in this Partial CN Offer Acceptance Form tendered for acceptance is free from all third party rights, liens, claims, charges, equities and encumbrances and shall be renounced together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, the Company, or Kingston Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Partial CN Offer or my/our acceptance thereof, and is permitted under all applicable laws to receive and accept the Partial CN Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial CN Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request the Offeror, the Company and/or Kingston Securities and/or such person or persons as any of them may direct to return to me/us my/our relevant certificate(s) in respect of the Convertible Note(s) tendered for acceptance of the Partial CN Offer, together with this Partial CN Offer Acceptance Form duly cancelled, by ordinary post at my/our own risk to the person and address stated in 1(b) above or, if no name and address is stated, to me/us at Suite 3202, 32/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong as soon as possible but in any event within 10 days following the Final Closing Date.
4. I/We enclose the relevant certificate(s) in respect of the Convertible Note(s) tendered for acceptance of the Partial CN Offer which are to be held by the Offeror and/or Kingston Securities and/or such person or persons as any of them may direct on the terms and conditions of the Partial CN Offer. I/We understand that no acknowledgement of receipt of any Partial CN Offer Acceptance Form and relevant certificate(s) will be given. I/We further understand that all relevant documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to you that I am/we are the holder of the Convertible Note(s) specified in this Partial CN Offer Acceptance Form and I/we have the full right, power and authority to transfer my/our Convertible Note(s) by way of acceptance of the Partial CN Offer.
6. I/We represent and warrant to you that I/we have satisfied the laws of Hong Kong where my/our address is located in connection with my/our acceptance of the Partial CN Offer, including the obtaining of any governmental approvals, or other consents, or filing and registration requirements which may be required and the compliance with all necessary formalities or legal requirements.
7. I/We warrant to you that I/we shall be fully responsible for payment of any transfer or other taxes or duties, if any, payable in Hong Kong where my/our address is located in connection with my/our acceptance of the Partial CN Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Partial CN Offer Acceptance Form, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Kingston Securities and the Company and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

To accept the Partial CN Offer for your Convertible Note(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial CN Offer.

2. Purposes

The personal data which you provide on this Partial CN Offer Acceptance Form may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Partial CN Offer Acceptance Form and the Composite Document;
- transferring the Convertible Note(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as financial advisers, and/or the Company;
- compiling statistical information and Convertible Noteholder profiles;
- establishing benefit entitlements of the Convertible Noteholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purpose to which the Convertible Noteholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Partial CN Offer Acceptance Form will be kept confidential but the Offeror and/or Kingston Securities and/or the Company may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Kingston Securities, any of their agents and the Company;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Kingston Securities and/or the Company, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Kingston Securities and/or the Company consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Kingston Securities and/or the Company holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Kingston Securities and/or the Company has/have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Kingston Securities or the Company (as the case may be).

BY SIGNING THIS PARTIAL CN OFFER ACCEPTANCE FORM, YOU AGREE TO ALL OF THE ABOVE

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關要約人、金利豐證券及本公司及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就所持有之可換股票據接納部分可換股票據要約，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據部分可換股票據要約應得之代價。

2. 用途

閣下於本部分可換股票據要約接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實遵循本部分可換股票據要約接納表格及綜合文件載列之條款及申請手續；
- 轉讓可換股票據；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或其代理(例如財務顧問)及/或本公司發佈通訊；
- 編製統計資料及可換股票據持有人資料；
- 確立可換股票據持有人之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人或本公司業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及可換股票據持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本部分可換股票據要約接納表格提供之個人資料將會保密，惟要約人及/或金利豐證券及/或本公司為達致上述或有關任何上述之用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、金利豐證券、其任何代理及本公司；
- 為要約人及/或金利豐證券及/或本公司之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他個人或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及/或金利豐證券及/或本公司認為必需或適當情況下之任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或金利豐證券及/或本公司是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及/或金利豐證券及/或本公司可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、金利豐證券或本公司(視情況而定)。

閣下一經簽署本部分可換股票據要約接納表格即表示同意上述所有條款