



SUNMOON FOOD COMPANY LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 198304656K)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the "EGM") of the shareholders (the "Shareholders") of SunMoon Food Company Limited (the "Company") will be held at 137 Cecil Street, #03-01, Singapore 069537 (Room Tokyo 2) on 31 May 2017 at 2.00 p.m. for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolution which will be proposed as Ordinary Resolution:

Please note that unless otherwise defined, all capitalised terms used in this Notice bear the same meanings as ascribed to them in the Company's circular to Shareholders (copies of which have been dispatched to Shareholders) dated 15 May 2017 (the "Circular").

ORDINARY RESOLUTION

PROPOSED HS TRANSACTION, BEING:

- (1) **THE PROPOSED HS ACQUISITION OF ORDINARY SHARES REPRESENTING 12% OF THE TOTAL ISSUED SHARE CAPITAL OF HARVEST SEASON SINGAPORE PTE. LTD.; AND**
- (2) **THE PROPOSED HS SETTLEMENT OF THE RE-PURCHASE PRICE IN CONNECTION WITH THE RE-PURCHASE OF FROZEN DURIANS BY SMDT FROM SHANGHAI CHIBIN, THROUGH THE TRANSFER BY THE COMPANY TO THE VENDOR OF THE RELEVANT NUMBER OF SALE SHARES ON A PRO-RATA BASIS**

THAT:-

- (a) approval be and is hereby given for the entry by the Company into the Proposed HS Transaction, pursuant to the terms and conditions of the conditional sale and purchase agreement dated 10 February 2016 between the Company and the Vendor, as amended by (1) the supplemental deed dated 2 June 2016; (2) the HS Deed dated 11 November 2016; and (3) subsequently by the supplemental deed dated 23 January 2017 (as may be amended, modified and/or supplemented from time to time as the Directors deem desirable, necessary or appropriate) (the "HS SPA");
- (b) approval be and is hereby given for the Company to enter into the HS SPA and the execution of the HS SPA by the Company be and is hereby ratified, confirmed and approved;
- (c) the Directors and each of them be and are hereby authorised to from time to time amend, modify and/or supplement the terms of the Proposed HS Transaction and/or the HS SPA as the Directors may deem appropriate; and
- (d) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution and implement any of the foregoing as they think fit and in the interests of the Company.

By Order of the Board of Directors

Ms Chia Lay Beng
Company Secretary
15 May 2017

IMPORTANT: PLEASE READ NOTES

Notes:

1. A Shareholder entitled to attend and vote at the EGM is entitled to appoint any number of proxies to attend and vote on his/her behalf. A proxy need not be a Shareholder.
2. Where a Shareholder appoints more than one proxy, he/she should specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy. If no such proportion or percentage is specified, the first named proxy shall be deemed to represent 100% of the shareholding and the second/other named proxy/proxies shall be deemed to be an alternate to the first named.
3. A corporation which is a Shareholder may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the EGM in accordance with Section 179 of the Companies Act.
4. The instrument appointing a proxy or proxies (together with the power of attorney (if any) under which it is signed or a certified copy thereof), duly executed, must be deposited at the registered office of the Company at 1 Scotts Road, #21-07/08/09, Shaw Centre, Singapore 228208 not less than 48 hours before the time appointed for holding the EGM or any postponement or adjournment thereof.
5. The instrument appointing a proxy or proxies must be signed by the appointer or his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.
6. A Depositor's name must appear on the Depository Register maintained by the CDP at least 72 hours before the time appointed for holding the EGM in order for the Depositor to be entitled to attend and vote at 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:

- (a) 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");
- (b) 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
- (c) 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.

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the "EGM") of the shareholders (the "Shareholders") of SunMoon Food Company Limited (the "Company") will be held at 137 Cecil Street, #03-01, Singapore 069537 (Room Tokyo 2) on 31 May 2017 at 2.30 p.m. (or as soon thereafter following the conclusion or adjournment of Extraordinary General Meeting of the Company to be held at 2.00 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolution which will be proposed as Ordinary Resolution:

Please note that unless otherwise defined, all capitalised terms used in this Notice bear the same meanings as ascribed to them in the Company's circular to Shareholders (copies of which have been dispatched to Shareholders) dated 15 May 2017 (the "Circular").

ORDINARY RESOLUTION

THE PROPOSED DISPOSALS, BEING

- (1) **SHARES IN FOOK YONG PTE. LTD., A WHOLLY OWNED SUBSIDIARY OF THE COMPANY FOR THE SUM OF S\$2.00 TO FALCON VALLEY VENTURES LIMITED, A RELATED COMPANY OF GLOBAL FOOD INGREDIENTS PTE LTD ("FYPL DISPOSAL"); AND**
- (2) **SHARES IN UNITED AGRO PRODUCE PTE. LTD., A WHOLLY OWNED SUBSIDIARY OF THE COMPANY FOR THE SUM OF S\$6,900,000 TO GLOBAL FOOD INGREDIENTS PTE LTD, A RELATED COMPANY OF FALCON VALLEY VENTURES LIMITED ("UAPL DISPOSAL"),**

(COLLECTIVELY, THE "PROPOSED DISPOSALS")

THAT:-

- (a) approval be and is hereby given for the Company and UAPL to enter into the Proposed Disposals being (1) the entry by the Company and UAPL into the FYPL Disposal, pursuant to the terms and conditions of the sale and purchase agreement dated 31 December 2016 between the UAPL, as the vendor, the Company as guarantor and FYPL Purchaser as the purchaser (as may be amended, modified and/or supplemented from time to time as the Directors deem desirable, necessary or appropriate) (the "FYPL SPA"); and (2) the entry by the Company into the UAPL Disposal, pursuant to the terms and conditions of the sale and purchase agreement dated 14 February 2017 between the Company as vendor and UAPL Purchaser as the purchaser (as may be amended, modified and/or supplemented from time to time as the Directors deem desirable, necessary or appropriate) (the "UAPL SPA");
- (b) approval be and is hereby given for (1) the Company and UAPL to enter into the FYPL SPA and the Company to enter into the UAPL SPA; and (2) the execution of the FYPL SPA by the Company and UAPL and the UAPL SPA by the Company, be and are hereby ratified, confirmed and approved;
- (c) the Directors and each of them be and are hereby authorised to from time to time amend, modify and/or supplement the terms of the Proposed Disposals and/or the FYPL SPA and/or the UAPL SPA as the Directors may deem appropriate; and
- (d) the Directors and each of them be and are hereby authorised to complete, enter and do all acts and things (including without limitation, prepare and finalise, approve, sign, execute and deliver all such documents or agreements as may be required) and do all deeds and things as they may consider necessary, desirable, incidental or expedient for the purposes of or to give effect to this Ordinary Resolution and implement any of the foregoing as they think fit and in the interests of the Company.

By Order of the Board of Directors

Ms. Chia Lay Beng
Company Secretary
15 May 2017

IMPORTANT: PLEASE READ NOTES

Notes:

1. A Shareholder entitled to attend and vote at the EGM is entitled to appoint any number of proxies to attend and vote on his/her behalf. A proxy need not be a Shareholder.
2. Where a Shareholder appoints more than one proxy, he/she should specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy. If no such proportion or percentage is specified, the first named proxy shall be deemed to represent 100% of the shareholding and the second/other named proxy/proxies shall be deemed to be an alternate to the first named.
3. A corporation which is a Shareholder may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the EGM in accordance with Section 179 of the Companies Act.
4. The instrument appointing a proxy or proxies (together with the power of attorney (if any) under which it is signed or a certified copy thereof), duly executed, must be deposited at the registered office of the Company at 1 Scotts Road, #21-07/08/09, Shaw Centre, Singapore 228208 not less than 48 hours before the time appointed for holding the EGM or any postponement or adjournment thereof.
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- (a) 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");
- (b) 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
- (c) 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.