

## 不可撤销承诺

本不可撤销承诺（“本《承诺》”）于 2023 年 12 月 6 日由：

- (1) 中国食品（控股）有限公司，一家依照英属维尔京群岛法律组建和存续的实体，注册地址为 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands，注册编号为 403777（“有关股东”）。

向以下一方作出：

- (2) Champion HOLDING (BVI) CO., LTD，一家依照英属维尔京群岛法律组建和存续的实体，注册地址为 ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands，注册编号为 2132206（“要约人”）。

以上双方合称“各方”、单称“一方”。

鉴于：

- (A) 中粮包装控股有限公司（“目标公司”）是一家于香港注册成立的有限公司，其股份（“目标公司股份”）于香港联合交易所有限公司（“联交所”）主板上市（股份代号：906），其注册地址为香港铜锣湾告士打道 262 号中粮大厦 33 楼。
- (B) 于本《承诺》签署日，有关股东是本《承诺》附录 I 的该等目标公司股份（“该等目标公司股份”）的唯一法定及实益拥有人，且可以控制附属于该等目标公司股份的全部权利的行使。该等目标公司股份及有关股东于本《承诺》签署日后收到、获配发、实益拥有或以其它方式取得或控制其附带权利（包括但不限于投票权和获得分派的权利）的所有其它目标公司股份（包括该等目标公司股份衍生的目标公司股份），以下称为“有关股份”。
- (C) 要约人正考虑通过对目标公司已发行股份（不包括要约人及其一致行动人士已拥有或同意将予收购者）（“要约股份”）进行一项自愿全面收购要约（“要约”）。该要约的主要条款载于本《承诺》附录 II 的要约人及目标公司根据《守则》第 3.5 条规则发布有关要约的公告（“要约公告”）摘要。
- (D) 有关股东不可撤销地承诺根据并受限于本《承诺》所述的条款就有关股份接受要约。
- (E) 本《承诺》载明有关股东据以在要约如作出以及作出时接受要约的条款及条件，并且本《承诺》为向要约人受惠而作出。

有关股东承诺如下：

### 1. 释义

1.1 于本《承诺》中：

“一致行动”	具有《守则》所赋有之含义
“适用法律”	指就任何人士而言，中国（包括但不限于香港）或中国以外的国家、省、地方或类似的适用于该等人士的任何法律、法规、规章及规范性文件，以及相关证券交易所制定的证券发行和交易规则或监管指引等（包括但不限于《上市规则》及/或《守则》）
“营业日”	指香港及中国的银行均开放作一般营业的日子（星期六及星期日除外）
“《守则》”	指香港《公司收购及合并守则》
“有关期间”	指本《承诺》签署之日至 (i)要约下有效接纳而寄发应付股款汇款之最后日期，或 (ii) 本《承诺》按第 3.1 条终止的日期的期间，以较早者为准
“《上市规则》”	指《香港联合交易所有限公司证券上市规则》
“要约价格”	指要约人将就每股要约股份支付的价格
“香港”	中华人民共和国香港特别行政区
“香港证监会”	指香港证券及期货事务监察委员会

1.2 于本《承诺》中：

1.2.1 凡提述“一方”，均包括与该等有关股东合并或系分拆或清算后的继受或继承有关股份的法律实体。此两种情况下，该等法律实体（“**继任人**”）均应受有关股东于本《承诺》项下的义务所约束。

1.2.2 除文义另有要求外，凡提述条款、段落、序文或附件，均指本《承诺》的条款、段落、序文或附件。

1.3 本《承诺》中的标题不影响对本《承诺》的释义。

1.4 本《承诺》的序文及附表，如同包含于本《承诺》主体内容中，是本《承诺》的正式组成部分。

## 2. 有关股东的承诺及声明

2.1 受限于国有资产监督管理机构审核批准有关股东或其他相关人士向要约人出售有关股份，有关股东根据并受限于要约公告所列出的条件，无条件且不可撤销地同意及承诺：(1) 有关股东将会在要约的最后期限内尽快就有关股份接受要约，且有关股东

不会撤回该接纳;及 (2) 尽最大努力争取国有资产监督管理机构批准有关股东向要约人出售有关股份。

2.2 除根据本《承诺》第 2.1 条的义务,有关股东同意及承诺,除根据要约或获得要约人的事先书面同意或香港证监会另有要求(在此情况下,有关股东必须立即书面通知要约人),于有关期间,有关股东没有且将不会:

- (1) (a) 出售、赠与、转让、抵押、质押、授予任何选择权、设置任何权利负担,或以其他方式处置或交易任何有关股份或有关股份中的任何权益(“负担”),或 (b) 订立任何协议或任何安排或容许订立或进行任何协议或安排,其义务或责任为实行本(1)(a)段所提述的任何安排;
- (2) 购买、收购、认购或以其他方式处理任何目标公司股份或其他证券或其中的任何权益;
- (3) 使任何有关股份受制于任何负担;或
- (4) 订立任何被视为招致任何上述情况的安排。

上述各项,不论是直接或间接,亦不论是实益性、法律性或其他方式。

本《承诺》第 2.2 条不适用于第 1.2.1 条规定的与该有关股东合并或系分拆或清算而引发的有关股份的法定及实益拥有人发生变动的情形。

2.3 有关股东进一步同意及承诺,除根据要约或获得要约人的事先书面同意或香港证监会另有要求(在此情况下,有关股东必须立即书面通知要约人),有关股东于有关期间没有且将不会接纳或作出任何承诺(不论有条件或无条件)接纳或以其他方式同意要约人以外任何人士就任何有关股份作出或建议作出之任何要约、协议安排、收购、兼并、合伙、合资或其他业务合并。

2.4 有关股东进一步同意及保证,在要约人可能就要约合理地要求一定信息和协助时,有关股东在其控制范围内将做出所有该等合理及必需的举动及协助(其中包括,提供由其持有的该类信息)以便落实其在本《承诺》项下的义务及承诺,而相关费用由要约人承担。

2.5 有关股东了解,根据《上市规则》及《守则》,本《承诺》的详情以及(如有要求)其对目标公司有关证券的持有及交易将须予公开披露并且亦将包含于任何有关要约的公告和文件以及要约文件之中;同时,本《承诺》的复印件根据《上市规则》及《守则》的要求(如适用)于要约期内可供公开查阅。有关股东同意:(1) 根据联交所、香港证监会或任何其他适用监管机构提出的要求,向联交所及香港证监会及任何其他适用监管机构披露本《承诺》的内容(如需要);(2) 根据《守则》及/或《上市规则》的要求(如适用)发布述及有关股东、其对目标公司有关证券的持有及要约(如有要求);及(3) 根据《守则》或《上市规则》的要求(如适用)在要约有关

的文件中披露及/或于要约期内可供公开查阅。有关股东进一步同意，若要约人可能合理要求有关股东提供有关股东的信息（包括但不限于有关股东在目标公司有关证券中权益的信息，或有关股东及有关股份的其他资料），以便于有关要约的任何公告、要约文件及其他文件内做出披露，以遵守所有适用法律或监管规定的要求，有关股东将在其控制范围内向要约人提供有关股东合理及必要的信息。为免疑问，“有关证券”、“要约期”及“交易”将按《守则》释义。

2.6 有关股东特此声明并保证，在本《承诺》签署之日以及在有关期间内（如同在有关期间内的每一天重复并参照有关事实和情况）：

- (1) 有关股东为根据其注册地的法律合法注册成立的公司，有效存续且信誉良好；
- (2) (a)有关股东是本《承诺》附录 I 的目标公司股份的唯一法定及实益拥有人，且可以控制附带于该等目标公司股份的全部权利的行使；(b)有关股份获全额缴足并且可以按照要约进行转让，不存在任何留置、质押、选择权或权利负担，并且随附所有现在或将来的权益，包括取得所有本《承诺》订立后宣布或支付的股息和其他分配的权利（如有）（受限于要约的条款）；以及(c)除了有关股份外，有关股东不在任何目标公司股份、购股权、认股权证中拥有权益，不拥有任何认购、购买、要求送交或其他购买任何目标公司股份的权利，不拥有任何行使目标公司股份投票权的权利、不拥有要求任何其他人士行使任何目标公司股份投票权的权利；
- (3) 除受限于国有资产监督管理机构的审核批准之外，有关股东已经为实现本《承诺》所述目的采取适当行动、满足有关条件及做出有关安排（包括但不限于就执行和履行本《承诺》项下义务取得所需的所有公司、监管和其他批准），使其能够合法、有充分的权力及授权(a)订立本《承诺》和根据要约必要的或与其有关的其他文件，(b)做出本《承诺》的陈述、保证和承诺，(c)履行并遵守其在本《承诺》项下的义务，并(d)确保该等义务有效、有法律约束力并且可执行、被执行并得以完成；
- (4) 本《承诺》由有关股东或其代表执行并交付时，将构成对其有效和具有法律约束力的义务并且可根据其条款执行（受限于国有资产监督管理机构的审核批准的相关条款除外）；及
- (5) 除受限于国有资产监督管理机构的审核批准之外，本《承诺》的签署和交付、本《承诺》项下拟进行的交易的完成以及有关股东对本《承诺》条款的履行不且将不会与(a)有关股东的章程文件，以及(b)适用法律以及对有关股东具有约束力的任何文件相冲突，或导致违反或违背适用法律及该等文件。

2.7 有关股东认可，要约人并不保证要约前置条件（如有）或要约条件能够得以满足或被豁免（如适用），或要约及相关交易及其他安排等将会进行并得以完成。

- 2.8 在有关股份由保管人或受托人持有的情况下，有关股东不可撤销地同意及承诺其将促致该等保管人或受托人遵守本《承诺》的条款。
- 2.9 有关股东同意并确认，其签署本《承诺》并非与要约人、任何个人或实体一致行动。
- 2.10 为免误会，于本《承诺》终止时，本《承诺》第 2 条的义务将失效。

### **3. 终止**

- 3.1 如 (1) 要约被撤回、失败、失效或结束；(2) 要约并没有于要约公告载明的先决条件最后截止日（或者要约人与目标公司可能协定并获香港证监会许可的任何其他先决条件最后截止日）或之前满足条件并生效；或 (3) 要约人及有关股东书面同意，就前述情况以较早者为准，本《承诺》立即终止。
- 3.2 如本《承诺》终止，本《承诺》应于所有方面即刻终止，并且任何一方不负有本《承诺》下的任何义务及责任，且不可就本《承诺》向另一方提出任何申索，除：
- 3.2.1 本《承诺》第 1 条（释义）、第 3 条（终止）、第 4 条（保密信息）、第 5 条（强制履行）、第 6 条（转让）、第 7 条（费用）、第 8 条（一般条款）、第 9 条（通知）、第 10 条（管辖法律及管辖权）、第 11 条（争议解决）及第 12 条（法律程序文件代理人）于本《承诺》终止后仍应全面有效且具执行力；及
- 3.2.2 该终止将不会影响任何一方于终止日前就本《承诺》所累积的权利及救济、义务及责任。

### **4. 保密信息**

有关股东谨此承诺，除适用法律有所要求（包括但不限于任何发布公告或通函的要求）外，有关股东将对本《承诺》及要约的可能性、条款及条件保密，并且有关股东不得在未获要约人事先书面同意的情况下，向任何第三方传阅或披露本《承诺》及可能要约的条款或其存在。有关股东应对本《承诺》及就其产生或相关的保密信息严格保密，非因有关股东违反本《承诺》第 4 条而已公开的信息除外。本《承诺》第 4 条之义务于本《承诺》终止后仍有效。

### **5. 强制履行**

在不影响要约人可能拥有的任何权利及救济的情况下，有关股东同意并确认，损害赔偿可能不足以补救有关股东违反其于本《承诺》下的任何义务；如其未能履行本《承诺》项下的任何承诺，或违反其于本《承诺》项下的任何义务，任何该等未履行或违反义务相应的守约方（包括但不限于要约人）有权要求强制履行的救济（包括但不限于发出禁止令、要求强制履行或其他衡平法救济），并且要求有关股东采取救济措施或赔偿该等守约方的损失及损害。

### **6. 转让**

本《承诺》针对签署本《承诺》的各方自身。各方不得指派、转让、设立利益信托、或以其他任何方式让与其于本《承诺》项下的任何全部或部分权利。只要本《承诺》仍为有效，有关股东应确保不进行任何目标公司股份转让，除非要约人事先书面同意该转让，根据本《承诺》条款接受要约除外。

## **7. 费用**

除本《承诺》中另行约定，各方应自行承担在本《承诺》的谈判、编制、签署及履行中其自身产生的费用。

## **8. 一般条款**

### **8.1 变更或修正**

就本《承诺》作出的任何变更或修正仅在其以书面形式作出且由各方（或其代表）签署后有效。

### **8.2 未能行使或迟延履行权利**

任何一方未能行使或迟延履行本《承诺》项下或法律赋予的权利或救济，并不损害或构成对该等权利或救济的放弃，亦非对其他权利或救济的损害或放弃。对任何本《承诺》项下权利或救济的任何单一或部分行使，也并不排除对该等权利或救济的任何进一步行使，或对任何其他权利或救济的行使。

### **8.3 签署**

本《承诺》可采用多份对等文本方式签订，每份对等文本均为正本，所有对等文本共同构成一份文书，其效力与各文本的有关签署均在同一份文本上做出的效力相同。

### **8.4 独立意见**

有关股东认可，要约人的法律及财务顾问在要约中并不代表有关股东，亦不负责就要约之任何事宜或本《承诺》所述事宜向有关股东提供意见。有关股东接受此事并确认其已获给予充分机会考虑是否作出本《承诺》及获取独立意见。

### **8.5 可分割性**

如果根据任何司法管辖区的法律，本《承诺》的任何条款在任何时候不合法、无效或不可执行，则不得影响 (a) 本《承诺》任何其他条款在该司法管辖区的合法性、有效性或可执行性；或 (b) 根据任何其他司法管辖区的法律，本《承诺》的该条款或其他条款的合法性、有效性或可执行性。

### **8.6 时间是实质条件**

本《承诺》中提及的任何时间、日期或期限均为实质内容，除非本《承诺》双方书面同意变更任何时间、日期或期限，在此情况下，变更后的日期、时间或期限为实质内容。所有提及的时间均为香港时间。

## 9. 通知

9.1 本《承诺》项下或与本《承诺》相关的通知或其它往来函件（“通知”）应：

9.1.1 以书面形式作出；及

9.1.2 由专人递送或通过电子邮件送至将收取该等通知的各方于第 9.3 条载明的各自地址或电子邮件地址，或送至发出通知日不少于七天前一方通过书面通知明确告知的地址或电子邮件地址。

9.2 除非有其它证据显示通知于之前收到，其在如下情形时被视为作出：

9.2.1 由专人递送的通知，于递送至第 9.3 条载明的地址时；及

9.2.2 通过电子邮件发送的通知，于发出电子邮件时。

惟前提是，通过专人递送的通知是在营业日下午 5:00 时后或非营业日作出，则通知应被视为在下一营业日上午 9:00 时送达。

9.3 为本第 9 条之目的，通知应被送达至如下地址或电子邮件地址：

9.3.1 送达予要约人，至：

地址：	中国上海市浦东新区世博大道 1859 号宝武大厦 1 号楼 1721 室
收件人：	梅英俊
电子邮件地址：	meiyingjun@baosteel.com

9.3.2 送达予有关股东，至：

地址：	香港铜锣湾告士打道 262 号中粮大厦 33 层
收件人：	贡琦
电子邮件地址：	gongqi@cofco.com

## 10. 管辖法律及管辖权

本《承诺》受香港法律管辖。

## 11. 争议解决

凡因本《承诺》所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括本《承诺》的存在、效力、解释、履行、违反或终止，或因本《承诺》引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法，仲裁地应为香港，仲裁员人数为一名。仲裁程序应按照中文来进行。

任何由本《承诺》引起或与本《承诺》有关的争议，应提交至香港国际仲裁中心依照仲裁申请提交之时有效的《香港国际仲裁中心机构仲裁规则》在香港进行仲裁。

## 12. 法律程序文件代理人

有关股东特此不可撤销地指定中粮集团（香港）有限公司（地址为香港铜锣湾告士打道262号中粮大厦33层）为其在香港送达法律程序文件的代理人。有关股东同意，如果该代理人的委任在任何时候终止，有关股东应立即委任在香港有送达地址的替代代理人，并应立即将替代代理人的姓名和地址通知要约人。

\*\*\*\*\*[以下留白]\*\*\*\*\*



本《承诺》于文首所载日期以契约形式订立。

由以下人士以契约形式签署、盖章及交付 )

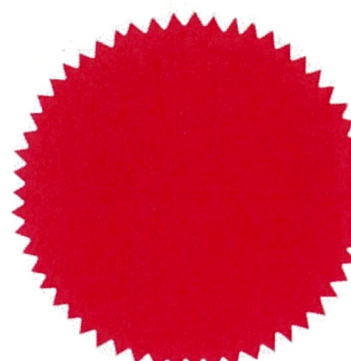
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.....  
*For and on behalf of*  
**CHINA FOODS (HOLDINGS) LIMITED**  
中国食品(控股)有限公司

姓名: 朱来宾 *Authorized Signature(s)*

职位: 董事

为及代表

中国食品(控股)有限公司



于 瑞 见证下:

北京市朝阳区中粮福临门大厦18层

见证人地址:

由以下人士以契约形式签署、盖章及交付 )

)

) 李建涛

姓名：李建涛

职位：董事

为及代表

Champion HOLDING (BVI) CO., LTD

于 黄奕瑞 见证下：

黄奕瑞

见证人地址：香港皇后大道东1号太古广场三座6楼

附录 I

该等目标公司股份

有关股份登记拥有人名称	该等目标公司股份于本《承诺》订立日的数量
中国食品（控股）有限公司	330,658,800

## 附录 II

要约人及目标公司根据《守则》第 3.5 条规则发布有关要约的公告摘要

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### 2. THE OFFER

#### Offer Price

The Offer will be made by Shenwan Hongyuan for and on behalf of the Offeror on the following basis:

**For each Offer Share** **HK\$6.87 in cash**

...

#### Value of the Offer

Assuming that there is no change in the issued share capital of CPMC from the date of this joint announcement up to (and including) the close of the Offer and based on the Offer Price of HK\$6.87 per Share and 1,113,423,000 Shares in issue as at the date of this joint announcement, the maximum amount of aggregated cash consideration to be paid to the Shareholders for all Offer Shares under the Offer would be HK\$7,649,216,010.

#### Confirmation of Financial Resources

The Offeror intends to finance the consideration payable by the Offeror under the Offer by external financing, pursuant to which China Merchants Bank Co., Ltd. has agreed to provide a loan facility to the Offeror to pay for the total consideration under the Offer as well as costs and expenses relating to the Offer and payable by the Offeror.

Shenwan Hongyuan, the financial adviser to the Offeror in respect of the Offer, is satisfied that sufficient financial resources are available to the Offeror for satisfying in full its payment obligation in respect of the cash consideration payable under the Offer.

#### Pre-conditions of the Offer

The making of the Offer is subject to the satisfaction of the following Pre-Conditions (as the case may require) by the Pre-Conditions Long Stop Date:

- (a) the receipt of antitrust clearance from the SAMR and other international antitrust review authorities; and
- (b) the obtaining of approvals or authorisations from the NDRC, MOFCOM and SAFE in connection with the Offer; and
- (c) the obtaining of approvals or authorisations from SASAC in connection with the Offer.

Based on the information currently available to the Offeror, it is currently contemplated that the making of the Offer may also be subject to receipt of antitrust clearance from other international antitrust review authorities. The Offeror and CPMC will issue further announcement(s) as soon as possible upon identification of such jurisdiction(s) for which antitrust clearance is required. As a state-owned entity, the Offeror is required to obtain the authorisation from SAFE for the remittance of funds outbound for repayment of the external financing for the making of the Offer as an administrative procedure.

The Offeror shall take all necessary actions to procure all approvals which are necessary for the consummation of the Offer, including but not limited to any approval and authorisation by, and filing and registration with, SAMR, NDRC, MOFCOM, SAFE, SASAC and the relevant international antitrust review authorities.

None of the Pre-Conditions is waivable. The Offeror will take all steps necessary to fulfil the Pre-Conditions. The Offeror will issue a further announcement as soon as practicable after the Pre-Conditions have been satisfied. If

the Pre-Conditions are not satisfied on or before the Pre-Conditions Long Stop Date, the Offer will not be made, and a further announcement will be made accordingly.

**WARNING: The Pre-Conditions must be satisfied before the making of the Offer. The making of the Offer is therefore a possibility only and all references to the Offer in this joint announcement are references to the possible Offer which will be implemented if and only if the Pre-Conditions are satisfied. Accordingly, Shareholders and prospective investors of CPMC are advised to exercise caution when dealing in the securities of CPMC.**

#### Conditions of the Offer

The Offer will be conditional upon the fulfilment or waiver (as applicable) of the following Conditions:

- (a) valid acceptances of the Offer having been received at or before 4:00 p.m. on the Closing Date in respect of the Shares which, together with the Shares acquired or agreed to be acquired before or during the Offer, will result in the Offeror and parties acting in concert with it holding more than 50% of all the Shares then in issue. Upon the Offer becoming unconditional following the fulfilment of such condition, the Offer will remain open for acceptance until the expiry of a period of four months after the posting of the Composite Document for the purpose of allowing the Offeror to acquire further Shares to entitle it to exercise its compulsory acquisition rights as further particularised in the section headed “**POSSIBLE COMPULSORY ACQUISITION AND WITHDRAWAL OF LISTING**” below. If the above condition of valid acceptances of 50% of all the Shares is not fulfilled, the Offer will lapse in accordance with the Takeovers Code;
- (b) no event having occurred which would make the Offer or the acquisition of any of the Offer Shares void, unenforceable or illegal or prohibit the implementation of the Offer or would impose any additional material conditions or obligations with respect to the Offer or any part thereof; and
- (c) no relevant government, governmental, quasi-government, statutory or regulatory body, court or agency in Hong Kong or any other jurisdictions having taken or instituted any action, proceeding, suit, investigation or enquiry (or enacted, made or proposed, and there not continuing to be outstanding, any statute, regulation, demand or order) that would make the Offer or its implementation in accordance with its terms void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations with respect to the Offer or its implementation in accordance with its terms).

Other than Condition (a), the Offeror reserves the right to waive, in whole or in part, all or any of the Conditions set out above.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror should not invoke Condition (b) or (c) so as to cause the Offer to lapse unless the circumstances which give rise to the right to invoke such Condition are of material significance to the Offeror in the context of the Offer. The Offer must also remain open for acceptance for at least 14 days after the Offer becomes unconditional in all respects.

In accordance with the Note to Rule 15.3 of the Takeovers Code, the Offeror must publish an announcement when the Offer becomes unconditional as to acceptances and when the Offer becomes unconditional in all respects.

**WARNING: The Offer may or may not become unconditional and will lapse if it does not become unconditional. Accordingly, the Shareholders, and prospective investors of CPMC are advised to exercise caution when dealing in the securities of CPMC. Persons who are in doubt as to the action they should take should consult their professional advisers.**

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#### 4. GENERAL MATTERS RELATING TO THE OFFER

##### Effects of Accepting the Offer

The Offer will be extended to all Shareholders in accordance with the Takeovers Code. By accepting the Offer, the Shareholders will sell their Shares to the Offeror free from all encumbrances together with all rights attached thereto, including but not limited to all rights to any dividend or other distribution declared, made or paid, if any,

the record date of which is on or after the date on which the Offer is made, being the date of the despatch of the Composite Document, in any event. Any dividend or other distribution the record date of which is before the date of the despatch of the Composite Document will be paid by CPMC to the Shareholders who are qualified for such dividend or distributions. As at the date of this joint announcement, CPMC does not have any declared and unpaid dividend and does not have any intention to announce, declare, make or pay any future dividend, other distribution or return of capital until the close of the Offer.

### Payment

Payment (after deducting the accepting the Shareholders' share of stamp duty) in cash in respect of acceptances of the Offer will be made as soon as possible but in any event within seven (7) business days of (i) the receipt of duly completed acceptances; or (ii) the Offer has become or is declared unconditional in all respects, whichever is later. Relevant documents of title must be received to render each acceptance of the Offer complete and valid.

### Overseas Shareholders

The making of the Offer (if and when made) to any Overseas Shareholders may be affected by the applicable laws and regulations of the relevant jurisdictions or residence and it is the responsibility of each such Overseas Shareholder who wishes to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any transfer or other taxes due from such Overseas Shareholder in such relevant jurisdictions. The Offeror will comply with the requirements of the Takeovers Code in respect of Overseas Shareholders.

**WARNING: Any acceptance tendered by any Overseas Shareholder will be deemed to constitute a representation and warranty from such Overseas Shareholder to the Offeror that the local laws and requirements have been complied with. Overseas Shareholders should consult their own professional advisers if in doubt.**

### Hong Kong Stamp Duty

The seller's Hong Kong ad valorem stamp duty on acceptances of the Offer at a rate of 0.1% of the consideration payable in respect of the acceptance by the Shareholders or if higher, the market value of the Shares subject to such acceptance, will be deducted from the amount payable to those Shareholders who accept the Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the relevant Shareholders who accept the Offer and pay the buyer's Hong Kong ad valorem stamp duty in connection with acceptances of the Offer and the transfers of the Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

### Taxation Advice

Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, parties acting in concert with it, Shenwan Hongyuan, CPMC, the Independent Financial Adviser and their respective direct or indirect beneficial owners, directors, officers, agents or associates or any other person involved in the Offer accepts any responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

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## 5. THE IRREVOCABLE UNDERTAKING

On 6 December 2023, China Foods and the Offeror entered into the Irrevocable Undertaking, pursuant to which, among other things, China Foods has, subject to the review and approval of the state-owned assets supervision and administration authority, unconditionally and irrevocably agreed and undertaken to accept the Offer in respect of the Sale Shares as soon as practicable prior to the last acceptance date of the Offer, and China Foods has undertaken not to withdraw such acceptance and to make its best efforts to seek approval from the state-owned assets supervision and administration authority for the relevant Shareholders to transfer the Sale Shares to the Offeror.

The Irrevocable Undertaking will be terminated immediately upon (i) the Offer having been withdrawn, lapsed or closed, (ii) the Pre-Conditions not having been satisfied on or before the Pre-Conditions Long Stop Date, or (iii) the written consent of the Offeror and China Foods, whichever is earlier.

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**Extract of the relevant definitions:**

“Board”		the board of Directors;
“China Foods”		China Foods (Holdings) Limited, a company incorporated in the British Virgin Islands;
“Closing Date”		the date to be stated in the Composite Document as the first closing date of the Offer or any subsequent closing date as may be announced by the Offeror in accordance with the Takeovers Code and/or approved by the Executive;
“Composite Document”		the composite offer and response document expected to be jointly issued by the Offeror and CPMC in connection with the Offer in accordance with the Takeovers Code;
“Conditions”		the conditions of the Offer, as set out in the section headed “Conditions of the Offer” of this joint announcement;
“CPMC”		CPMC Holdings Limited, a company incorporated in Hong Kong with limited liability, the Shares of which are listed on the Stock Exchange (stock code: 906);
“Director(s)”		director(s) of CPMC;
“Executive”		the Executive Director of the Corporate Finance Division of the Securities and Futures Commission or any of its delegates;
“HK\$” or “Hong Kong Dollar(s)”		Hong Kong dollar(s), the lawful currency of Hong Kong;
“Hong Kong”		Hong Kong Special Administrative Region of the PRC;
“Independent Committee”	Board	the independent committee of the Board established pursuant to Rule 2.1 of the Takeovers Code comprising two non-executive Directors (Mr. Zhou Yuan and Mr. Shen Tao) and all independent non-executive Directors (Mr. Cheng Yuk Wo, Mr. Pun Tit Shan and Mr. Chen Jihua) as described in the section headed “10. Independent Board Committee and Independent Financial Adviser” of this joint announcement;
“Independent Adviser”	Financial	the independent financial adviser to be appointed by CPMC with the approval of the Independent Board Committee to advise the Independent Board Committee in relation to the Offer;
“Irrevocable Undertaking”		the irrevocable undertaking to accept the Offer dated 6 December 2023 given by China Foods to the Offeror as described in the section headed “The Irrevocable Undertaking” in this joint announcement;
“Last Trading Day”		29 November 2023, being the final day of trading prior to the trading suspension in the Shares and the last trading day for the Shares before the date of this joint announcement;

“Listing Rules”		Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise modified from time to time;
“MOFCOM”		Ministry of Commerce of the PRC or its authorised local agency, as applicable;
“NDRC”		National Development and Reform Commission of the PRC;
“Offer”		the pre-conditional voluntary general cash offer by Shenwan Hongyuan on behalf of the Offeror to acquire all the issued shares of CPMC (other than those already owned or agreed to be acquired by the Offeror or parties acting in concert with it) in accordance with the Takeovers Code;
“Offeror”		Champion HOLDING (BVI) CO., LTD, a joint venture incorporated in the British Virgin Islands;
“Offer Price”		HK\$6.87 per Share in respect of the Offer;
“Offer Share(s)”		any and all of the issued Share(s) (other than the Shares owned or agreed to be acquired by the Offeror or parties acting in concert with it);
“Overseas Shareholder(s)”		Shareholders whose names appear on the register of members of CPMC during the acceptance period under the Offer and whose addresses as shown on such register are outside Hong Kong;
“PRC”		People’s Republic of China, which for the purpose of this joint announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
“Pre-Conditions”		the pre-conditions of the Offer described in the section headed “Pre-Conditions of the Offer” in this joint announcement;
“Pre-Conditions Stop Date”	Long	18 July 2024 or such later date as may be agreed by the Offeror and CPMC and as permitted by the Executive;
“RMB”		Renminbi, the lawful currency of the PRC;
“Rule 3.7 Announcement”		the announcement of CPMC dated 17 August 2023 made pursuant to Rule 3.7 of the Takeovers Code;
“SAFE”		State Administration of Foreign Exchange of the PRC;
“Sale Shares”		330,658,800 Shares, representing approximately 29.7% of the total issued shares of CPMC owned by China Foods as at the date of this joint announcement;
“SAMR”		State Administration for Market Regulation of the PRC;
“SASAC”		State-owned Assets Supervision and Administration Commission of the State Council of the PRC;
“SFC”		the Securities and Futures Commission of Hong Kong;
“SFO”		Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“Share(s)”		issued share(s) of CPMC;



“Shareholder(s)”	holder(s) of the Share(s);
“Shenwan Hongyuan”	Shenwan Hongyuan Capital (H.K.) Limited, the financial adviser to the Offeror in respect of the Offer. Shenwan Hongyuan is a corporation licensed to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the SFO;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Takeovers Code”	The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong;

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