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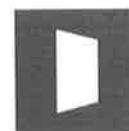
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DACHENG
LAW
OFFICES

大成律师事务所

To: Dongfang Modern Agriculture Holding Group Limited

August 6, 2015

RE: Legal Opinion on Certain PRC Law Matters

Dear Sirs,

We are lawyers qualified in the People's Republic of China (the "PRC", which, for the purpose of this opinion, does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) and are qualified to issue an opinion on PRC Laws (as defined below).

We are acting as PRC legal counsel to Dongfang Modern Agriculture Holding Group Limited (the "Company") solely in connection with the proposed listing and trading of the Company's shares (the "Shares") on the Australian Securities Exchange (the "Offering").

As used herein,

- (A) "PRC Authorities" means any national, provincial or local governmental, regulatory or administrative authority, agency or commission in the PRC, or any court, tribunal or any other judicial body in the PRC;
- (B) "PRC Laws" means all laws, statutes, regulations, orders, decrees, notices, circulars, judicial interpretations and other legislations of the PRC effective and available to the public as of the date hereof;
- (C) "Governmental Authorizations" means all approvals, consents, certificates, authorizations, filings, registrations, permissions, annual inspections, qualifications, permits and licenses required by any PRC Authorities pursuant to any PRC Laws;
- (D) "PRC Company" means Ganzhou Chinese Modern Agriculture Co., Ltd.; and
- (E) "Prospectus" means the replacement prospectus dated 30 June 2015 and the supplementary prospectus dated 8 July 2015 of the Company.

In so acting, we have examined the originals or copies, certified or otherwise identified to our satisfaction, of the documents provided to us by the Company and the PRC Company and such other documents, corporate records, certificates, Governmental Authorizations and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion, including, without

limitation, originals or copies of the material agreements listed in the Prospectus and the certificates issued by the PRC Authorities and officers of the Company and the PRC Company (collectively, the "Documents").

In reviewing the Documents and for the purpose of this opinion, we have assumed without further inquiry: (1) the genuineness of all the signatures, seals and chops; (2) the authenticity of the Documents submitted to us as originals and the conformity with the originals of the Documents provided to us as copies and the authenticity of such originals; (3) the truthfulness, accuracy, completeness and fairness of all the Documents, as well as the factual statements contained in such Documents; (4) that the Documents provided to us remain in full force and effect up to the date of this opinion and have not been revoked, amended, varied or supplemented except as otherwise indicated in such Documents; (5) that all information provided to us by the Company and the PRC Company in response to our enquiries for the purpose of this opinion is true, accurate, complete and not misleading, and that the Company and the PRC Company have not withheld anything that, if disclosed to us, would reasonably cause us to alter this opinion in whole or in part; (6) that all parties other than the PRC Company have the requisite power and authority to enter into, execute, deliver and perform the Documents to which they are parties; (7) that all parties other than the PRC Company have duly executed, delivered and performed the Documents to which they are parties, and all parties will duly perform their obligations under the Documents to which they are parties; (8) that all Governmental Authorizations and other official statement or documentation are obtained from competent PRC Company by lawful means in due course; and (9) that all the Documents are legal, valid, binding and enforceable under all such laws as govern or relate to them other than PRC Laws.

Based on the foregoing and subject to the disclosures contained in the Prospectus and the qualifications set out below, we are of the opinion that, as of the date hereof, so far as PRC Laws are concerned:

- (1) the PRC Company has been duly incorporated as a wholly foreign owned enterprise with limited liability in the PRC and is validly existing under the laws of the PRC. The equity interests of the PRC Company are owned free and clear of security interest, or other encumbrance or adverse claims required to be registered under PRC laws;
- (2) the PRC Company has the full corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus; the articles of association, the business license and other constituent documents of the PRC Company comply with the requirements of applicable PRC Laws and are in full force and effect;
- (3) All the registered capital of the PRC Company (i) has been duly authorized, validly issued, approved by and registered with the competent PRC Authorities; (ii) is fully paid and non-assessable, in accordance with the relevant PRC Laws or the relevant articles of association, free and clear of all liens, encumbrances, equities or claims;
- (4) No approval, authorization, registration, consent or order under any PRC Laws, or of any political subdivision thereof, or approval, authorization, consent of or filing with any provincial, local or foreign or regulatory commission, board, body, authority or agency in the PRC pursuant to the PRC Laws, or of any political subdivision thereof, is required in connection with the Offering;
- (5) Each of the material contracts including the land tenure agreements listed in the Prospectus (the "Material Contracts") has been duly authorized, executed and delivered by the PRC Company which is a party to such Material Contracts as the case may be, and the PRC Company has, to the extent applicable, taken all necessary corporate actions to authorize the performance thereof, and the PRC Company had the corporate power and capacity to enter into and to perform its obligations under such Material Contracts, each of the Material Contracts to which the PRC Company is a party constitutes a legal, valid and binding obligation of

the PRC Company, enforceable against the PRC Company in accordance with its terms; all Governmental Authorizations required, and all other steps necessary, for the performance and enforcement of the Material Contracts to which the PRC Company is a party have been obtained or completed and are in full force and effect.

This opinion is subject to the following qualifications:

- (a) This opinion is, in so far as it relates to the validity and enforceability of a contract, subject to (A) any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws affecting creditors' rights generally, (B) possible judicial or administrative actions or any PRC Laws affecting creditors' rights, (C) certain equitable, legal or statutory principles affecting the validity and enforceability of contractual rights generally under concepts of public interest, interests of the State, national security, reasonableness, good faith and fair dealing, and applicable statutes of limitation, (D) any circumstance in connection with formulation, execution or implementation of any legal documents that would be deemed materially mistaken, clearly unconscionable, fraudulent, coercive at the conclusions thereof, and (E) judicial discretion with respect to the availability of indemnifications, remedies or defenses, the calculation of damages, the entitlement to attorney's fees and other costs, the waiver of immunity from jurisdiction of any court or from legal process.
- (b) This opinion is subject to the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in the PRC.
- (c) This opinion relates only to PRC Laws and we express no opinion as to any laws other than PRC Laws. PRC Laws as used in this opinion refers to PRC Laws currently in force as of the date of this opinion and there is no guarantee that any of such PRC Laws will not be changed, amended or revoked in the immediate future or in the longer term with or without retroactive effect.

This opinion is intended to be used in the context which is specifically referred to herein and each paragraph should be looked at as a whole and no part should be extracted and referred to independently.

This opinion is delivered solely to the Company and solely for the purpose of and in connection with the Offering on the date of this opinion and may not be relied upon by any other person or used for any other purpose without our prior written consent.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Hou Li' with a stylized flourish.

Hou Li, Partner

on behalf of Dacheng Law Offices LLP (Fuzhou)