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## **PanAsialum Holdings Company Limited**

**榮陽實業集團有限公司**

*(incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2078)**

### **MAJOR TRANSACTION IN RELATION TO THE DISPOSAL OF THE ENTIRE EQUITY INTEREST IN THE DISPOSAL COMPANY**

#### **THE DISPOSAL**

The Board is pleased to announce that on 9 January 2023 (after trading hours), the Vendors, the Vendors' Guarantor, the Purchaser, the Purchaser's Guarantor and the Disposal Company entered into the Sale and Purchase Agreement, pursuant to which, amongst others, the Vendors have conditionally agreed to sell and the Purchaser has conditionally agreed to purchase the entire equity interest in the Disposal Company, at the Consideration of RMB34.8 million (subject to adjustment).

#### **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under Rule 14.09 of the Listing Rules) in relation to the Sale and Purchase Agreement and the Disposal contemplated thereunder exceed 25% but all are below 75%, the Disposal constitutes a major transaction of the Company and is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

Under Rule 14.44 of the Listing Rules, written shareholders' approval for the Sale and Purchase Agreement and the transactions contemplated thereunder may be obtained by way of shareholders' approval in lieu of holding a general meeting if (a) no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the transactions; and (b) the written shareholders' approval has been obtained from a shareholder or a closely allied group of shareholders who together hold more than 50% of the voting rights at that general meeting to approve the transactions.

The Company has obtained written approval for the Sale and Purchase Agreement and the transactions contemplated thereunder in accordance with Rule 14.44 of the Listing Rules from Easy Star Holdings Limited, which is the beneficial owner of 900,000,000 Shares (representing approximately 75.0% of the entire issued share capital of the Company) as at the date of this announcement.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholders or any of their respective close associates have any material interest in the Sale and Purchase Agreement and the transactions contemplated thereunder; and therefore none of them is required to abstain from voting if the Company were to convene a general meeting for the approval of the Sale and Purchase Agreement and the transactions contemplated thereunder. As such, no general meeting will be convened for the approval of the Sale and Purchase Agreement and the transactions contemplated thereunder as is permitted under Rule 14.44 of the Listing Rules.

#### **GENERAL**

Pursuant to Rule 14.41(a) of the Listing Rules, a circular containing, among other things, (i) the details of the Sale and Purchase Agreement and the transactions contemplated thereunder; and (ii) other information required to be included in the circular under the requirements of the Listing Rules will be despatched on or before 31 March 2023 as additional time is required for the Company to prepare and finalise certain information for inclusion in the circular. The Company will apply to the Stock Exchange for a waiver from strict compliance with Rule 14.41(a) of the Listing Rules in respect of the delay in despatch of the circular.

#### **THE DISPOSAL**

The Board is pleased to announce that on 9 January 2023 (after trading hours), the Vendors, the Vendors' Guarantor, the Purchaser, the Purchaser's Guarantor and the Disposal Company entered into the Sale and Purchase Agreement, pursuant to which, amongst others, the Vendors have conditionally agreed to sell and the Purchaser has conditionally agreed to purchase the entire equity interest in the Disposal Company, at the Consideration of RMB34.8 million (subject to adjustment).

## **THE SALE AND PURCHASE AGREEMENT**

The principal terms of the Sale and Purchase Agreement are set out below:

### **Date**

9 January 2023

### **Parties**

- (1) PanAsia Aluminium Limited, i.e. one of the Vendors;
- (2) PanAsia Aluminium (China) Co., Ltd.\* (榮陽鋁業(中國)有限公司), i.e. one of the Vendors;
- (3) PanAsia Enterprises (Jiangmen) Co., Ltd.\* (榮陽實業(江門)有限公司), i.e. the Disposal Company;
- (4) Jiangmen Jiantai Enterprises Co., Ltd.\* (江門市健泰實業有限公司), i.e. the Purchaser;
- (5) PanAsia Enterprises (Nanyang) Co., Ltd.\* (榮陽實業(南陽)有限公司), i.e. the Vendors' Guarantor; and
- (6) Jiangmen Zhenyi Enterprises Co., Ltd.\* (江門市鎮怡實業有限公司), i.e. the Purchaser's Guarantor.

As at the date of this announcement, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Purchaser, the Purchaser's Guarantor and their respective ultimate beneficial owner(s) are independent of and not connected with the Company and its connected persons.

### **Assets to be disposed of**

Pursuant to the Sale and Purchase Agreement, amongst others, the Vendors have conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Disposal Equity, free from all encumbrances. PanAsia Aluminium will sell 55% of the equity interest in the Disposal Company (representing all of its shareholding in the Disposal Company) and PanAsia Aluminium (China) will sell 45% of the equity interest in the Disposal Company (representing all of its shareholding in the Disposal Company) to the Purchaser.

The table below sets out the registered capital of the Disposal Company and the shareholding of the shareholders of the Disposal Company (i) as at the date of this announcement; and (ii) immediately upon Completion:

Name of shareholder	As at the date of this announcement		Immediately upon Completion	
	Registered Capital (Note) RMB (million)	Shareholding (%)	Registered Capital (Note) RMB (million)	Shareholding (%)
PanAsia Aluminium	165.0	55	–	–
PanAsia Aluminium (China)	135.0	45	–	–
The Purchaser	–	–	300.0	100
<b>Total</b>	<b>300.0</b>	<b>100</b>	<b>300.0</b>	<b>100</b>

*Note:* As at the date of this announcement, the paid-in registered capital of the Disposal Company is RMB92,010,304 (of which approximately 76.08% and 23.92% of the paid-in registered capital was paid by PanAsia Aluminium and PanAsia Aluminium (China), respectively) and the unpaid registered capital of the Disposal Company is RMB207,989,696. Upon Completion, the Purchaser will assume the obligation to pay the unpaid registered capital of the Disposal Company in the sum of RMB207,989,696.

### Consideration

The Consideration for the Disposal is RMB34.8 million, subject to adjustment as set out in the paragraph headed “Adjustment” below.

The Consideration was determined after arm’s length negotiations between the Company and the Purchaser with reference to (i) the appraised value of the Disposal Equity of approximately RMB24.0 million (excluding the value of the Excluded Assets and Liabilities) based on the valuation prepared by an independent valuer using asset-based approach; (ii) the prevailing market conditions; and (iii) the operational and financial performance of the Disposal Company.

### Adjustment

The Disposal Company has borrowed the Loans from a bank in the PRC, under which an aggregate amount of approximately RMB105.2 million remains outstanding (the “**Current Loan Amount**”). As the aggregate outstanding amount under the Loans may change during the period from the date of the Sale and Purchase Agreement to the date of Completion, the Disposal Company and the Vendors will update and confirm the actual outstanding amount under the Loans and relevant details on the day before the date of Completion (the “**Actual Loan Amount**”).

The Consideration shall be adjusted in the following manner:

$$\text{Consideration} = \text{RMB34.8 million} - \left( \frac{\text{Actual Loan}}{\text{Amount}} - \frac{\text{Current Loan}}{\text{Amount}} \right)$$

As at the date of this announcement, based on the Company's assessment on the conditions of the Loans, it is expected that the adjustment to the Consideration will not result in any of the applicable percentage ratios exceeding 75% nor give rise to any change in classification in respect of the Disposal pursuant to Chapter 14 of the Listing Rules.

### **Payment**

The Consideration shall be settled by the Purchaser in cash in the following manner:

- (a) RMB8,330,072 (subject to adjustment) shall be paid by the Purchaser to PanAsia Aluminium on the day falling four (4) months after Completion; and
- (b) RMB26,492,368 (subject to adjustment) shall be paid by the Purchaser to PanAsia Aluminium (China) on the day falling four (4) months after Completion.

The part of Consideration to be paid by the Purchaser to PanAsia Aluminium and PanAsia Aluminium (China) is in proportion to their respective contribution to the paid-in registered capital of the Disposal Company.

### **Conditions Precedent**

Completion is conditional on the following conditions being satisfied or waived (if applicable):

1. the Sale and Purchase Agreement and the transactions contemplated thereunder having been approved by the Shareholders at a general meeting of the Company convened or by way of written resolutions in accordance with the Listing Rules;
2. the Group having obtained all necessary approvals, including without limitation approvals from the Board, relevant governmental authorities (including but not limited to approvals required by the Stock Exchange or in accordance with applicable laws in relevant jurisdictions) for the Sale and Purchase Agreement and the transactions contemplated thereunder;
3. the shareholders or board of directors (as the case may be) of the Vendors having passed resolution(s) approving the signing of the Sale and Purchase Agreement and the transactions contemplated thereunder in accordance with their respective articles of association;
4. resolution(s) of the Vendors' Guarantor having been passed to approve the signing of the Sale and Purchase Agreement and the performance of its guarantee obligations thereunder in accordance with its articles of association;

5. all approvals, consents, authorizations, registration and filings from governments (if applicable) or third parties (including banks and creditors) in respect of the transactions contemplated under the Sale and Purchase Agreement having been obtained (except for those to be obtained after Completion), and such approvals, consents, authorizations, registration and filings not having been revoked or cancelled;
6. the Disposal Company having furnished the Purchaser with enquiry records issued by the land registration authority of the conditions of all properties of the Disposal Company, and such records being consistent with the information of properties disclosed in the Sale and Purchase Agreement;
7. the Sale and Purchase Agreement and the transactions contemplated thereunder having been approved by the Purchaser's shareholder(s) by way of resolution(s) in accordance with the articles of association of the Purchaser;
8. resolution(s) of the Purchaser's Guarantor having been passed to approve the signing of the Sale and Purchase Agreement and the performance of its guarantee obligations thereunder in accordance with its articles of association; and
9. the bank having agreed that new collaterals will be provided by the Purchaser for the Loans and the form of such collaterals; and the bank having confirmed in writing that all collaterals provided by the Vendors and their affiliates in relation to the Loans will be released and discharged upon the registration of the Purchaser as shareholder of the Disposal Company (except for charges over the Land Use Rights).

Each of the parties to the Sale and Purchase Agreement shall use its best effort to ensure the satisfaction or waiver (as the case may be) of the above conditions precedent as soon as practicable and, in any event, on or before a day falling 30 working days after the date of the Sale and Purchase Agreement (i.e. the First Long Stop Date). If any of the conditions precedent is not satisfied or waived (as the case may be) on or before the First Long Stop Date, the Vendors are entitled to by notice in writing to the Purchaser delay the long stop date to a later day (which shall be on or before a day falling 60 working days after the date of the Sale and Purchase Agreement (i.e. the Final Long Stop Date)). The parties may by mutual agreement extend the Final Long Stop Date.

If any of the conditions precedent are not satisfied or waived (as the case may be) on or before the Final Long Stop Date, the Vendors are entitled to terminate the Sale and Purchase Agreement by written notice to the Purchaser, and the Sale and Purchase Agreement shall lapse (except for the continuing provisions) and each of the parties shall be released from its obligations thereunder, except for any antecedent breaches.

The conditions numbered 1 to 6 above may be waived by the Vendors, and the conditions numbered 7 to 9 above may be waived by the Purchaser.

## Excluded Assets and Liabilities

Pursuant to the Sale and Purchase Agreement, except for the Land Use Rights, construction in progress, and the Loans, all the Excluded Assets and Liabilities shall be disposed of and/or settled by the Vendors at their expenses within the Transition Period in the following manner:

<b>Excluded Assets and Liabilities</b>	<b>Net book value as at 30 November 2022 (RMB)</b>	<b>Disposal/Settlement Arrangement</b>
Inventory, accounts, other receivables and prepayments, certain property, plant and equipment, and cash and cash equivalents	209,939,460	The parties shall confirm the details of such assets on the day before the date of Completion. Such assets are to be recovered or disposed of within the Transition Period, and the proceeds of which shall upon receipt be paid to a bank account designated by the Vendors within three (3) working days. For receivables due for payment from debtors after the Transition Period, the Purchaser will confirm with the Vendors on whether such receivables are to be settled by early repayment or loan assignment (as appropriate).
Accounts and other payables, accrued charges, and tax liabilities	165,801,840	Such liabilities are to be settled or repaid by the Vendors during the Transition Period, and the Vendors shall hold the Disposal Company harmless from risks of litigation and arbitration. For payables due for payment to creditors after the Transition Period, the Vendors will confirm with the Purchaser on whether such payables are to be settled by early repayment or loan assignment (as appropriate).

## **Completion**

Completion shall take place upon the satisfaction or waiver (as the case may be) of the conditions precedent.

Within three (3) working days after Completion, the Purchaser and its wholly-owned subsidiaries shall provide new collaterals for the Loans in accordance with the requirements of the bank and ensure that the collaterals provided by the Vendors and their affiliates shall be released and discharged (except for charges over the Land Use Rights).

## **Indemnity**

The Vendors have undertaken to indemnify the Purchaser against, and to pay to the Disposal Company, such damages in relation to (i) third party liabilities arising before the date of Completion, or (ii) relevant regulatory penalties or any tax due for payment, penalties or delayed payment in respect of taxation arising after the date of Completion but associated with the operating activities of the Disposal Company before the date of Completion, except those within the knowledge of or disclosed to the Purchaser upon the entering into of the Sale and Purchase Agreement (the “**Indemnity**”). The Vendors’ Guarantor has provided a guarantee in relation to all liabilities which may be incurred by the Vendors in respect of the Indemnity.

## **Guarantees**

The Vendors’ Guarantor has undertaken to unconditionally guarantee all liabilities which may be incurred by the Vendors in respect of their obligations under the Sale and Purchase Agreement up to six (6) months after the maturity of the Loans.

The Purchaser’s Guarantor has undertaken to unconditionally guarantee all liabilities which may be incurred by the Purchaser in respect of its obligations under the Sale and Purchase Agreement up to six (6) months after the maturity of the Loans.

## **INFORMATION OF THE DISPOSAL COMPANY**

The Disposal Company is a company established in the PRC with limited liability, the entire equity interest in which is beneficially owned by the Vendors (55% equity interest held by PanAsia Aluminium and 45% equity interest held by PanAsia Aluminium (China)) as at the date of this announcement and immediately prior to Completion. The Disposal Company is principally engaged in manufacturing and trading of aluminium products.

Set out below are the financial information of the Disposal Company for the two years ended 31 December 2020 and 2021 prepared in accordance with accounting principles generally accepted in the PRC:

	<b>For the year ended</b>	
	<b>31 December</b>	
	<b>2021</b>	2020
	<b>(Audited)</b>	(Audited)
	<b>RMB</b>	RMB
Revenue	<b>664,970,722</b>	285,553,193
Net (loss)/profit before taxation	<b>(7,487,828)</b>	6,654,598
Net (loss)/profit after taxation	<b>(7,999,554)</b>	6,654,598

As at 30 November 2022, the unaudited net book value of the entire equity interest in the Disposal Company (after deducting the net book value of the Excluded Assets and Liabilities) was approximately RMB23,118,000.

The Disposal Company has borrowed the Loans from a bank in the PRC, under which an aggregate amount of approximately RMB105.2 million remains outstanding.

### **Land Use Rights**

The Disposal Company holds the Land Use Rights, being the land use rights for a parcel of land (together with buildings erected thereon and construction in progress) with a total land area of approximately 133,333 square metres for industrial purposes located at Zone A, Heshan Industrial City, Heshan\* (鶴山市鶴山工業城A區). The term of the Land Use Rights will end on 10 March 2070. As at the date of this announcement, the Land Use Rights are charged to a bank in the PRC.

As at 31 December 2021, the fair value and carrying amount of the Land Use Rights (together with buildings erected thereon and construction in progress) were HK\$148.9 million (approximately RMB137.0 million) and HK\$139.4 million (approximately RMB128.3 million) respectively.

## **REASONS FOR AND BENEFITS OF THE DISPOSAL**

The Disposal Company has been loss-making since 2021. For the financial year ended 31 December 2021 and for the 11 months ended 30 November 2022, net losses of approximately HK\$8.0 million and HK\$73.0 million were recorded. As disclosed in the interim report of the Company published on 16 September 2022, it is expected that the market environment will remain complicated, challenging and volatile, with expected fluctuation in raw material prices and continuous pressure on the sales performance and profitability of the Group in 2022 under the influence of surging inflation, intensified market competition, global shortage of chip supply, and rising interest rates. In view of the increasing market and business uncertainties, the Group will put its focus on controlling operation risks stringently, internal management reform and technology upgrade. The Group has been seeking to streamline its operations so as to improve its financial position and enhance liquidity. The Board is of the view that the Disposal would enable the Group to gradually shift away from capital intensive operations, which would in turn offer more operational flexibility to the Group. The Disposal would also benefit the Group by improving its debts and gearing positions.

The Board is of the view that the Disposal provides an opportunity for the Group to realize the value of the Disposal Equity and Land Use Rights held through the Disposal Company. The Disposal is beneficial to the Group as it provides the Group with funds for its business development, which allows the Group to meet liquidity development needs and diversify the funding sources of the Group. It also serves to optimize the assets structure, increase capital efficiency and enhance operational capabilities of the Group.

The Directors (including the independent non-executive Directors) consider that the Disposal and the terms of the Sale and Purchase Agreement are on normal commercial terms and fair and reasonable, and the Disposal contemplated thereunder is in the interest of the Company and the Shareholders as a whole.

## **FINANCIAL EFFECT OF THE DISPOSAL AND USE OF PROCEEDS**

It is expected that the Group will record a net gain of approximately HK\$12,118,000 as a result of the Disposal, which is arrived at after taking into account the difference between the Consideration and the carrying value of the Disposal Equity and other costs incurred in connection with the Disposal estimated to be in the amount of approximately HK\$603,000.

The actual gain will be determined based on the actual Consideration (after adjustment) received by the Group and may be different from the above estimation; and such gain is subject to final audit to be performed by the Company's auditors.

Upon Completion, the Group will cease to hold any interest in the Disposal Company. The Disposal Company will cease to be a subsidiary of the Company and its financial results will no longer be consolidated into the financial statements of the Group.

The Group intends to utilize the net proceeds from the Disposal for general working capital.

## **INFORMATION OF PARTIES**

### **Information of the Company and the Group**

The Company is an exempted company incorporated in the Cayman Islands with limited liability. The Group is one of PRC's leading manufacturers of aluminium products, making and selling a large and diverse portfolio of high-quality products to its customers.

### **Information of PanAsia Aluminium**

PanAsia Aluminium is a company incorporated in Hong Kong with limited liability. It is an indirect wholly-owned subsidiary of the Company and is principally engaged in investment holding and provision of management services.

### **Information of PanAsia Aluminium (China)**

PanAsia Aluminium (China) is a company established in the PRC with limited liability. It is an indirect wholly-owned subsidiary of the Company and is principally engaged in manufacturing and trading of aluminium products.

### **Information of the Purchaser**

The Purchaser is a company established in the PRC with limited liability. It is principally engaged in manufacturing of automobile parts, investment, property leasing and property management. Its ultimate beneficial owners are Zhu Yupeng (朱玉朋) and Liu Guozhu (劉國柱) who are indirectly interested in 40% and 40% of the equity interest in the Purchaser, respectively.

### **Information of the Vendors' Guarantor**

The Vendors' Guarantor is a company established in the PRC with limited liability. It is an indirect wholly-owned subsidiary of the Company and is principally engaged in manufacturing and trading of aluminium products.

### **Information of the Purchaser's Guarantor.**

The Purchaser's Guarantor is a company established in the PRC with limited liability. It is principally engaged in manufacturing and sale of automobile and motorbike parts, moulds and air conditioner parts. Its ultimate beneficial owner is Liu Guozhu (劉國柱) who is interested in an aggregate of 82% of the equity interest in the Purchaser's Guarantor.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under Rule 14.09 of the Listing Rules) in relation to the Sale and Purchase Agreement and the Disposal contemplated thereunder exceed 25% but all are below 75%, the Disposal constitutes a major transaction of the Company and is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

Under Rule 14.44 of the Listing Rules, written shareholders' approval for the Sale and Purchase Agreement and the transactions contemplated thereunder may be obtained by way of shareholders' approval in lieu of holding a general meeting if (a) no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the transactions; and (b) the written shareholders' approval has been obtained from a shareholder or a closely allied group of shareholders who together hold more than 50% of the voting rights at that general meeting to approve the transactions.

The Company has obtained written approval for the Sale and Purchase Agreement and the transactions contemplated thereunder in accordance with Rule 14.44 of the Listing Rules from Easy Star Holdings Limited, which is the beneficial owner of 900,000,000 Shares (representing approximately 75.0% of the entire issued share capital of the Company) as at the date of this announcement.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholders or any of their respective close associates have any material interest in the Sale and Purchase Agreement and the transactions contemplated thereunder; and therefore none of them is required to abstain from voting if the Company were to convene a general meeting for the approval of the Sale and Purchase Agreement and the transactions contemplated thereunder. As such, no general meeting will be convened for the approval of the Sale and Purchase Agreement and the transactions contemplated thereunder as is permitted under Rule 14.44 of the Listing Rules.

## **GENERAL**

Pursuant to Rule 14.41(a) of the Listing Rules, a circular containing, among other things, (i) the details of the Sale and Purchase Agreement and the transactions contemplated thereunder; and (ii) other information required to be included in the circular under the requirements of the Listing Rules will be despatched on or before 31 March 2023 as additional time is required for the Company to prepare and finalise certain information for inclusion in the circular. The Company will apply to the Stock Exchange for a waiver from strict compliance with Rule 14.41(a) of the Listing Rules in respect of the delay in despatch of the circular.

## **DEFINITIONS**

In this announcement, unless the context requires otherwise, the terms below have the following meanings:

“Board”	the board of Directors;
“Company”	PanAsialum Holdings Company Limited, an exempted company incorporated in the Cayman Islands with limited liability, and the Shares of which are listed on the Main Board of the Stock Exchange;
“Completion”	the completion of the Disposal in accordance to the terms of the Sale and Purchase Agreement;

“connected persons(s)”	has the meaning ascribed to it under the Listing Rules;
“Consideration”	the aggregate consideration for the Disposal of RMB34.8 million, subject to adjustment;
“Disposal”	the proposed disposal of the Disposal Equity by the Vendors to the Purchaser pursuant to the Sale and Purchase Agreement;
“Disposal Company”	PanAsia Enterprises (Jiangmen) Co., Ltd.* (滎陽實業(江門)有限公司), a company established in the PRC with limited liability;
“Disposal Equity”	the entire equity interest in the Disposal Company held by the Vendors as at the date of this announcement;
“Directors”	the directors of the Company;
“Excluded Assets and Liabilities”	all assets and liabilities of the Disposal Company, but excluding the Land Use Rights and the Loans, as at the date of Completion;
“Final Long Stop Date”	a day falling 60 working days after the date of the Sale and Purchase Agreement;
“First Long Stop Date”	a day falling 30 working days after the date of the Sale and Purchase Agreement;
“Group”	the Company and its subsidiaries;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Loans”	the loans in the total outstanding amount of RMB105.2 million as at the date of this announcement owing by the Disposal Company to a bank in the PRC;
“Land Use Rights”	the land use rights for a parcel of land with a total land area of approximately 133,333 square metres for industrial purposes located at Zone A, Heshan Industrial City, Heshan* (鶴山市鶴山工業城A區) (together with buildings erected thereon and construction in progress);

“PanAsia Aluminium”	PanAsia Aluminium Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company;
“PanAsia Aluminium (China)”	PanAsia Aluminium (China) Co., Ltd.* (滎陽鋁業(中國)有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company;
“PRC”	the People’s Republic of China and for the purpose of this announcement, excludes Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan;
“Purchaser”	Jiangmen Jiantai Enterprises Co., Ltd.* (江門市健泰實業有限公司), a company established in the PRC with limited liability;
“Purchase’s Guarantor”	Jiangmen Zhenyi Enterprises Co., Ltd.* (江門市鎮怡實業有限公司), a company established in the PRC with limited liability;
“RMB”	Renminbi, the lawful currency of the PRC;
“Sale and Purchase Agreement”	the conditional sale and purchase agreement dated 9 January 2023 entered into by the Purchaser, the Vendors, the Disposal Company, the Vendors’ Guarantor and the Purchaser’s Guarantor in relation to the Disposal;
“Shareholder(s)”	shareholder(s) of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Transition Period”	the period commencing from the date of Completion and ending on a day falling one (1) year after the date of Completion (or such later date as may be agreed by the parties);
“Vendors”	PanAsia Aluminium and PanAsia Aluminium (China);
“Vendors’ Guarantor”	PanAsia Enterprises (Nanyang) Co., Ltd.* (滎陽實業(南陽)有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company; and

“%”

per cent.

By order of the Board of  
**PanAsialum Holdings Company Limited**  
**Pan Zhaolong**  
*Chairman and Executive Director*

Hong Kong, 9 January 2023

*As at the date of this announcement, the executive directors of the Company are Mr. Pan Zhaolong and Mr. Ho Pak Yiu; and the independent non-executive directors of the Company are Mr. Leung Ka Tin, Dr. Cheung Wah Keung, Mr. Chan Kai Nang and Mr. Man Yiu Kwong Nick.*