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**CHINA WANTIAN HOLDINGS LIMITED**

**中國萬天控股有限公司**

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

**(Stock Code: 1854)**

**CONNECTED TRANSACTIONS  
IN RELATION TO THE ENTERING INTO OF  
THE TENANCY AGREEMENTS  
IN RESPECT OF THE CATERING PREMISES  
AND OFFICE PREMISES**

Reference is made to the announcement of the Company dated 24 November 2022 in relation to, among others, the 2022 Catering Tenancy Agreements.

**2023 CATERING TENANCY AGREEMENT**

The Board announces that, on 1 August 2023, Wantian Catering (as tenant) entered into the 2023 Catering Tenancy Agreement with Wangu Basket (as landlord) for the leasing of the Catering Premises, pursuant to which (i) the 2023 Catering Tenancy Agreement shall supersede the 2022 Catering Tenancy Agreements with effect from 1 August 2023 whereby Wantian Catering I (as tenant) agreed to lease Catering Premises I from Wangu Basket for a term of around two (2) years and eight (8) months commencing on 24 November 2022 and expiring on 31 July 2025 (both days inclusive); and (ii) Wantian Catering II (as tenant) agreed to lease Catering Premises II from Wangu Basket for a term of two (2) years commencing on 1 August 2023 and expiring on 31 July 2025 (both days inclusive).

**OFFICE TENANCY AGREEMENT**

The Board also announces that, on 1 August 2023, Shenzhen Wantian Enterprise Zhongshan Branch (as tenant) entered into the Office Tenancy Agreement with Wangu RE Investment (as landlord) for the lease of the Office Premises for a term of one (1) year commencing on 1 August 2023 and expiring on 31 July 2024 (both days inclusive) in view of the expiry of the Previous Office Tenancy Agreement on 30 June 2023.

## LISTING RULES IMPLICATIONS

As at the date of this announcement, (i) Wangu Basket is ultimately beneficially owned as to approximately 59.6% and approximately 39.8% by Dr. Hooy and Mr. Zhong, respectively; and (ii) Wangu RE Investment is ultimately beneficially owned as to 59.4% and 39.6% by Dr. Hooy and Mr. Zhong, respectively. Therefore, Wangu Basket and Wangu RE Investment are associates of each of Dr. Hooy and Mr. Zhong. Each of Wangu Basket and Wangu RE Investment is a connected person of the Company. Accordingly, the entering into of each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

In respect of the Previous Office Tenancy Agreement, as all of the applicable percentage ratios (as defined in the Listing Rules) in respect of the transaction contemplated thereunder are less than 5% and the aggregate amount is less than HK\$3,000,000, the entering into of the Previous Office Tenancy Agreement constitutes a de minimis transaction pursuant to Rule 14A.76(1) of the Listing Rules and is therefore fully exempt from the reporting, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In accordance with HKFRS 16 "*Leases*", the leases contemplated under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement will be recognised as right-of-use assets of the Group from the commencement of their respective terms. The recognition of right-of-use assets in relation to such agreements (with fixed lease payments) will be regarded as an acquisition of assets by the Group under Rule 14A.24(1) of the Listing Rules.

In addition, given that the transactions contemplated under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement are of similar nature and were all entered into at the same time, and the respective landlords under each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement belong to the same group of connected persons of the Company, such transactions are required to be aggregated and be treated as if they were one transaction pursuant to Rule 14A.81 of the Listing Rules.

As all of the applicable percentage ratios (as defined in the Listing Rules) in respect of the value of the right-of-use assets recognised by the Group under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement on an aggregate basis are more than 0.1% but less than 5%, the entering into of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement is subject to the reporting and announcement requirements but is exempt from the circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Reference is made to the announcement of the Company dated 24 November 2022 in relation to, among others, the 2022 Catering Tenancy Agreements.

### **2023 CATERING TENANCY AGREEMENT**

The Board announces that, on 1 August 2023, Wantian Catering (as tenant) entered into the 2023 Catering Tenancy Agreement with Wangu Basket (as landlord) for the leasing of the Catering Premises, pursuant to which (i) the 2023 Catering Tenancy Agreement shall supersede the 2022 Catering Tenancy Agreements with effect from 1 August 2023 whereby Wantian Catering I (as tenant) agreed to lease Catering Premises I from Wangu Basket for a term of around two (2) years and eight (8) months commencing on 24 November 2022 and expiring on 31 July 2025 (both days inclusive); and (ii) Wantian Catering II (as tenant) agreed to lease Catering Premises II from Wangu Basket for a term of two (2) years commencing on 1 August 2023 and expiring on 31 July 2025 (both days inclusive).

The principal terms of the 2023 Catering Tenancy Agreement are as follows:

Date:	1 August 2023			
Parties:	<b>Catering Premises II</b>			
Premises:	(i) Wantian Catering Zhongshan Branch (as tenant); and (ii) Wangu Basket (as landlord)	(i) Wantian Catering Zhongshan 3rd Branch (as tenant); and (ii) Wangu Basket (as landlord)	(i) Wantian Catering Zhongshan 4th Branch (as tenant); and (ii) Wangu Basket (as landlord)	(i) Wantian Catering Zhongshan 5th Branch (as tenant); and (ii) Wangu Basket (as landlord)
Term:	<b>Catering Premises I</b>			
Monthly rental (Notes 1 and 2):	(i) approximately RMB74,000 from 24 November 2022 to 31 July 2023; (ii) approximately RMB52,000 for the first three months commencing on 1 August 2023; (iii) approximately RMB59,000 for the next three months; and (iv) approximately RMB67,000 for the remaining tenancy	(i) approximately RMB43,000 from 24 November 2022 to 31 July 2023; (ii) approximately RMB30,000 for the first three months commencing on 1 August 2023; (iii) approximately RMB34,000 for the next three months; and (iv) approximately RMB38,000 for the remaining tenancy	(i) approximately RMB38,000 from 24 November 2022 to 31 July 2023; (ii) approximately RMB26,000 for the first three months commencing on 1 August 2023; (iii) approximately RMB30,000 for the next three months; and (iv) approximately RMB34,000 for the remaining tenancy	(i) approximately RMB11,000 for the first three months; (ii) approximately RMB13,000 for the next three months; and (iii) approximately RMB14,000 for the remaining tenancy
Security deposit (Note 3):	Approximately RMB133,000 (Note 4)	Approximately RMB77,000 (Note 4)	Approximately RMB68,000 (Note 4)	Approximately RMB124,000
Usage:	Catering			
Option to renew:	Upon the expiry of the 2023 Catering Tenancy Agreement, each of Wantian Catering has an option to renew the lease of the respective premises by notifying Wangu Basket sixty (60) calendar days before the expiry of the lease term.			
	<b>Catering Premises I</b>			
	<b>Catering Premises II</b>			
	Two (2) years commencing on 1 August 2023 and expiring on 31 July 2025 (both days inclusive)			
	(collectively known as "Catering Premises I")			
	(collectively known as "Catering Premises II")			

*Notes:*

1. The monthly rental excludes management fee, which is payable pursuant to the management service agreement dated 1 August 2023 entered into by Wantian Catering and Wangu Business Management. As the monthly management fee payable will not be recognised as part of the right-of-use assets of the Group, the payments of such monthly management fee constitute continuing connected transactions under Chapter 14A of the Listing Rules. The transactions contemplated thereunder constitute de minimis transactions pursuant to Rule 14A.76(1) of the Listing Rules.
2. The monthly rental (inclusive of tax) is payable in advance on the fifth day of each calendar month.
3. The security deposit is equivalent to two months' rental for the remaining tenancy of the respective premises leased under the 2023 Catering Tenancy Agreement.
4. The security deposit paid by Wantian Catering I pursuant to the 2022 Catering Tenancy Agreements will be offset against the security deposit to be paid by Wantian Catering I to Wangu Basket under the 2023 Catering Tenancy Agreement.

The rental payable under the 2023 Catering Tenancy Agreement was determined after taking into account (i) the monthly rental previously paid by Wantian Catering I to Wangu Basket under the 2022 Catering Tenancy Agreements; and (ii) the prevailing market conditions and the prevailing market rent for similar premises in the vicinity of the Catering Premises. The rental payable by the Group under the 2023 Catering Tenancy Agreement is expected to be financed by the internal resources of the Group.

## **OFFICE TENANCY AGREEMENT**

The Board also announces that, on 1 August 2023, Shenzhen Wantian Enterprise Zhongshan Branch (as tenant) entered into the Office Tenancy Agreement with Wangu RE Investment (as landlord) for the lease of the Office Premises for a term of one (1) year commencing on 1 August 2023 and expiring on 31 July 2024 (both days inclusive) in view of the expiry of the Previous Office Tenancy Agreement on 30 June 2023.

The principal terms of the Office Tenancy Agreement are as follows:

Date:	1 August 2023
Parties:	(i) Shenzhen Wantian Enterprise Zhongshan Branch (as tenant); and (ii) Wangu RE Investment (as landlord)
Premises:	A premises having a gross floor area of 1,361 sq.m. located at Block A, 4/F, Wangu Plaza, No. 10 Xinglong Road, Shagang, East District, Zhongshan, Guangdong, the PRC* (中國廣東省中山市東區沙崗興龍路10號萬谷廣場四樓A座)
Term:	one (1) year commencing on 1 August 2023 and expiring on 31 July 2024 (both days inclusive)

Monthly rental (Note 1):	approximately RMB50,000 (inclusive of tax), payable in advance on the fifth day of each calendar month
Security deposit (Note 2):	Approximately RMB101,000, equivalent to two months' rental
Usage:	Office
Option to renew:	Upon the expiry of the Office Tenancy Agreement, Shenzhen Wantian Enterprise Zhongshan Branch has an option to renew the lease by notifying Wangu RE Investment sixty (60) calendar days before the expiry of the lease term.

*Notes:*

1. The monthly rental excludes management fee, which is payable pursuant to the management service agreement dated 1 August 2023 entered into by Shenzhen Wantian Enterprise Zhongshan Branch and Wangu Business Management. As the monthly management fee payable will not be recognised as part of the right-of-use assets of the Group, the payments of such monthly management fee constitute continuing connected transactions under Chapter 14A of the Listing Rules. The transactions contemplated thereunder constitute de minimis transactions pursuant to Rule 14A.76(1) of the Listing Rules.
2. The security deposit paid by Shenzhen Wantian Enterprise pursuant to the Previous Office Tenancy Agreement will be offset against the security deposit to be paid by Shenzhen Wantian Enterprise Zhongshan Branch to Wangu RE Investment under the Office Tenancy Agreement.

The rental payable under the Office Tenancy Agreement, which is the same as that in the Previous Office Tenancy Agreement, was determined after taking into account (i) the monthly rental previously paid by Shenzhen Wantian Enterprise to Wangu RE Investment under the Previous Office Tenancy Agreement; and (ii) the prevailing market conditions and the prevailing market rent for similar premises in the vicinity of the Office Premises. The rental payable by the Group under the Office Tenancy Agreement is expected to be financed by the internal resources of the Group.

## **RIGHT-OF-USE ASSETS UNDER THE 2023 CATERING TENANCY AGREEMENT AND THE OFFICE TENANCY AGREEMENT**

Under HKFRS 16 “*Leases*”, the Group is required to recognise leases as right-of-use assets and lease liabilities. The right-of-use assets of the Group represent the rights to use the underlying leased assets over the lease terms and the lease liabilities represent its corresponding obligations to make lease payments. The leasing of Catering Premises I under the 2023 Catering Tenancy Agreement will be accounted for a lease modification by re-measuring the lease liability and making a corresponding adjustment to the right-of-use assets. The value of the right-of-use assets to be recognised by the Group is expected to be approximately (i) RMB8,438,000 under the 2023 Catering Tenancy Agreement; and (ii) RMB587,000 under the Office Tenancy Agreement, which include the present value of the aggregate lease payments to be made under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement during the respective lease terms in accordance with HKFRS 16 “*Leases*”. The above mentioned figures are unaudited and may be subject to adjustment in the future.

## **INFORMATION OF THE PARTIES**

### **The Group, Shenzhen Wantian Catering, Wantian Catering, Shenzhen Wantian Enterprise and Shenzhen Wantian Enterprise Zhongshan Branch**

The Group is principally engaged in (i) green food supply; (ii) green catering; and (iii) environmental protection and technology. Shenzhen Wantian Catering, an indirect wholly-owned subsidiary of the Company, was established in the PRC with limited liability. Each of Wantian Catering is a branch of Shenzhen Wantian Catering. Shenzhen Wantian Catering and each of Wantian Catering are principally engaged in the operation of restaurants in the PRC. Shenzhen Wantian Enterprise, an indirect wholly-owned subsidiary of the Company, was established in the PRC with limited liability. Shenzhen Wantian Enterprise Zhongshan Branch is a branch of Shenzhen Wantian Enterprise. Shenzhen Wantian Enterprise and Shenzhen Wantian Enterprise Zhongshan Branch are principally engaged in the provision of business management services in the PRC.

### **Wangu Basket and Wangu RE Investment**

Wangu Basket is a company established in the PRC with limited liability and is ultimately beneficially owned as to approximately 59.6% and approximately 39.8% by Dr. Hooy and Mr. Zhong, respectively. Wangu Basket is principally engaged in the provision of non-residential property leasing and property management services in the PRC. Wangu RE Investment is a company established in the PRC with limited liability and is ultimately beneficially owned as to 59.4% and 39.6% by Dr. Hooy and Mr. Zhong, respectively. Wangu RE Investment is principally engaged in real estate investment in the PRC.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE AGREEMENTS**

As disclosed in the announcement of the Company dated 24 November 2022, the Group has opened a coffee shop and three restaurants in the city of Zhongshan in the year of 2022, offering Hong Kong style cuisine, Japanese grilled dishes and steamed seafood. The Group has been closely monitoring the prevailing trends in the food and beverage industry in the PRC and the Board is optimistic about the development of the industry in the Greater Bay Area with substantial consumer groups and catering-related downstream business. The Board also believes that the Group should take advantage of the nationwide easing of the COVID-19 restrictions in the PRC beginning in early December 2022. As part of a strategy to expand its restaurant network in the Greater Bay Area and to enhance the catering chain business, the Group has decided to open several more restaurants of various types, offering customers diverse dining choices including Chinese dishes and dim sum, Chaoshan cuisine, Thai dishes, casual dining, made to order seafood and curry dishes. Each of the Catering Premises is located in the heart of one of Zhongshan's busiest areas and their locations and transportation access are of great convenience to customers. The Board is of the view that the opening of these new restaurants in the prime location of Zhongshan will further enhance the Group's restaurant brand identity as well as its market position. Furthermore, the Group has been granted rental reductions of about 14% in respect of Catering Premises I under the

2023 Catering Tenancy Agreement as compared with the 2022 Catering Tenancy Agreements after proactively negotiating with the landlord in order to reduce the operating expenses of the Group's catering business. In addition, with a view to promoting better corporate governance practice and managing the different lease expiry dates in respect of Catering Premises I and Catering Premises II in a more systematic manner, the Group intends to take this opportunity to standardise and consolidate the various leases to lower future administrative costs. Upon execution of the 2023 Catering Tenancy Agreement, the term of Catering Premises I and Catering Premises II will be consolidated with the same expiry date on 31 July 2025.

In view of the expiry of the Previous Office Tenancy Agreement and with a view to (i) maintaining the Office Premises as the principal place of business in Zhongshan, where the business activities of the Group are located; and (ii) saving time for looking for suitable premises as well as relocation costs, Shenzhen Wantian Enterprise Zhongshan Branch and Wangu RE Investment entered into the Office Tenancy Agreement for a term of one (1) year up to 31 July 2025.

The terms of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement were arrived at an arm's length negotiation between the parties. The rental payable under the 2023 Catering Tenancy Agreement was determined after taking into account (i) the monthly rental previously paid by Wantian Catering I to Wangu Basket under the 2022 Catering Tenancy Agreements; and (ii) the prevailing market conditions and the prevailing market rent for similar premises in the vicinity of the Catering Premises. In addition, the rental payable under the Office Tenancy Agreement was determined after taking into account (i) the monthly rental previously paid by Shenzhen Wantian Enterprise to Wangu RE Investment under the Previous Office Tenancy Agreement; and (ii) the prevailing market conditions and the prevailing market rent for similar premises in the vicinity of the Office Premises. Therefore, the Directors (including the independent non-executive Directors) are of the view that each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement is entered into in the ordinary and usual course of the Group and on normal commercial terms or better, and that the terms of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Each of Dr. Hooy and Mr. Zhong is regarded as having a material interest in the transactions contemplated under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement. Therefore, each of Dr. Hooy and Mr. Zhong has abstained from voting on the Board resolutions to approve the transactions contemplated under each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement. Save and except for the aforesaid, none of the Directors has any material interest in the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement and was required to abstain from voting on the Board resolutions in relation to each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement.

## LISTING RULES IMPLICATIONS

As at the date of this announcement, (i) Wangu Basket is ultimately beneficially owned as to approximately 59.6% and approximately 39.8% by Dr. Hooy and Mr. Zhong, respectively; and (ii) Wangu RE Investment is ultimately beneficially owned as to 59.4% and 39.6% by Dr. Hooy and Mr. Zhong, respectively. Therefore, Wangu Basket and Wangu RE Investment are associates of each of Dr. Hooy and Mr. Zhong. Each of Wangu Basket and Wangu RE Investment is a connected person of the Company. Accordingly, the entering into of each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

In respect of the Previous Office Tenancy Agreement, as all of the applicable percentage ratios (as defined in the Listing Rules) in respect of the transaction contemplated thereunder are less than 5% and the aggregate amount is less than HK\$3,000,000, the entering into of the Previous Office Tenancy Agreement constitutes a de minimis transaction pursuant to Rule 14A.76(1) of the Listing Rules and is therefore fully exempt from the reporting, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In accordance with HKFRS 16 "*Leases*", the leases contemplated under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement will be recognised as right-of-use assets of the Group from the commencement of their respective terms. The recognition of right-of-use assets in relation to such agreements (with fixed lease payments) will be regarded as an acquisition of assets by the Group under Rule 14A.24(1) of the Listing Rules.

In addition, given that the transactions contemplated under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement are of similar nature and were all entered into at the same time, and the respective landlords under each of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement belong to the same group of connected persons of the Company, such transactions are required to be aggregated and be treated as if they were one transaction pursuant to Rule 14A.81 of the Listing Rules.

As all of the applicable percentage ratios (as defined in the Listing Rules) in respect of the value of the right-of-use assets recognised by the Group under the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement on an aggregate basis are more than 0.1% but less than 5%, the entering into of the 2023 Catering Tenancy Agreement and the Office Tenancy Agreement is subject to the reporting and announcement requirements but is exempt from the circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following respective meanings:

“2022 Catering Tenancy Agreements”	the tenancy agreements dated 24 November 2022 entered into between Wantian Catering I as tenant and Wangu Basket as landlord in relation to the leases of Catering Premises I, the details of which are set out in the announcement of the Company dated 24 November 2022
“2023 Catering Tenancy Agreement”	the tenancy agreement dated 1 August 2023 entered into between Wantian Catering as tenant and Wangu Basket as landlord in relation to the leasing of the Catering Premises
“associate”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Catering Premises”	collectively, Catering Premises I and Catering Premises II
“Catering Premises I”	has the meaning ascribed to it under the paragraph headed “2023 Catering Tenancy Agreement” in this announcement
“Catering Premises II”	has the meaning ascribed to it under the paragraph headed “2023 Catering Tenancy Agreement” in this announcement
“Company”	China Wantian Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 1854)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Dr. Hooy”	Dr. Hooy Kok Wai, chairman of the Board, an executive Director and a substantial shareholder of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

“HKFRS”	the financial reporting standards and interpretations issued by the Hong Kong Institute of Certified Public Accountants, which comprise: (a) Hong Kong Financial Reporting Standards; (b) Hong Kong Accounting Standards; and (c) Interpretations
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Zhong”	Mr. Zhong Xueyong, the chief executive officer of the Company, an executive Director and a substantial shareholder of the Company
“Office Premises”	Block A, 4/F, Wangu Plaza, No. 10 Xinglong Road, Shagang, East District, Zhongshan, Guangdong, the PRC* (中國廣東省中山市東區沙崗興龍路10號萬谷廣場四樓A座)
“Office Tenancy Agreement”	the tenancy agreement dated 1 August 2023 entered into between Shenzhen Wantian Enterprise Zhongshan Branch as tenant and Wangu RE Investment as landlord in relation to the lease of the Office Premises
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Previous Office Tenancy Agreement”	the tenancy agreement dated 1 July 2022 entered into between Shenzhen Wantian Enterprise as tenant and Wangu RE Investment as landlord in relation to the lease of the Office Premises for a term of one (1) year from 1 July 2022 to 30 June 2023 (both days inclusive)
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Shenzhen Wantian Catering”	Shenzhen Wantian Catering Retail Development Co., Ltd.* (深圳萬天餐飲零售發展有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company

“Shenzhen Wantian Enterprise”	Shenzhen Wantian Enterprise Management Co., Ltd.* (深圳萬天企業管理有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Shenzhen Wantian Enterprise Zhongshan Branch”	Shenzhen Wantian Enterprise Management Co., Ltd. Zhongshan Branch* (深圳萬天企業管理有限公司中山分公司), the Zhongshan branch of Shenzhen Wantian Enterprise, a branch of a company incorporated in the PRC with limited liability
“sq.m.”	square metre(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the same meaning ascribed to it in the Listing Rules
“Wangu Basket”	Zhongshan Wangu Basket Plaza Investment and Management Co., Ltd.* (中山市萬谷菜籃子廣場投資管理有限公司), a company established in the PRC with limited liability and ultimately beneficially owned as to approximately 59.6% and approximately 39.8% by Dr. Hooy and Mr. Zhong, respectively
“Wangu Business Management”	Zhongshan Wangu Business Management Co., Ltd.* (中山萬谷商業管理有限公司), a company established in the PRC with limited liability and ultimately beneficially owned as to 59.4% and 39.6% by Dr. Hooy and Mr. Zhong, respectively
“Wangu RE Investment”	Zhongshan Wangu Real Estate Investment and Development Co., Ltd.* (中山市萬谷房地產投資開發有限公司), a company established in the PRC with limited liability and ultimately beneficially owned as to 59.4% and 39.6% by Dr. Hooy and Mr. Zhong, respectively
“Wantian Catering”	collectively, Wantian Catering I and Wantian Catering II
“Wantian Catering I”	collectively, Wantian Catering Zhongshan Branch, Wantian Catering Zhongshan 3rd Branch and Wantian Catering Zhongshan 4th Branch
“Wantian Catering II”	collectively, Wantian Catering Zhongshan 1st Branch, Wantian Catering Zhongshan 5th Branch, Wantian Catering Zhongshan 6th Branch, Wantian Catering Zhongshan 7th Branch and Wantian Catering Zhongshan 8th Branch

“Wantian Catering Zhongshan Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan Branch* (深圳萬天餐飲零售發展有限公司中山分公司), the Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability
“Wantian Catering Zhongshan 1st Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan the 1st Branch* (深圳萬天餐飲零售發展有限公司中山第一分公司), the first Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability
“Wantian Catering Zhongshan 3rd Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan the 3rd Branch* (深圳萬天餐飲零售發展有限公司中山第三分公司), the third Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability
“Wantian Catering Zhongshan 4th Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan the 4th Branch* (深圳萬天餐飲零售發展有限公司中山第四分公司), the fourth Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability
“Wantian Catering Zhongshan 5th Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan the 5th Branch* (深圳萬天餐飲零售發展有限公司中山第五分公司), the fifth Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability
“Wantian Catering Zhongshan 6th Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan the 6th Branch* (深圳萬天餐飲零售發展有限公司中山第六分公司), the sixth Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability
“Wantian Catering Zhongshan 7th Branch”	Shenzhen Wantian Catering Retail Development Co., Ltd. Zhongshan the 7th Branch* (深圳萬天餐飲零售發展有限公司中山第七分公司), the seventh Zhongshan branch of Shenzhen Wantian Catering, a branch of a company incorporated in the PRC with limited liability

“Wantian Catering  
Zhongshan 8th Branch”

Shenzhen Wantian Catering Retail Development Co., Ltd.  
Zhongshan the 8th Branch\* (深圳萬天餐飲零售發展有限公司  
中山第八分公司), the eighth Zhongshan branch of Shenzhen  
Wantian Catering, a branch of a company incorporated in the  
PRC with limited liability

“%”

per cent

\* *The English translation is not the official name and is for reference purposes only.*

By order of the Board  
**China Wantian Holdings Limited**  
**Hooy Kok Wai**  
*Chairman and Executive Director*

Hong Kong, 1 August 2023

*As at the date of this announcement, the Board comprises Dr. Hooy Kok Wai, Mr. Liu Chi Ching and Mr. Zhong Xueyong as executive Directors; and Ms. Lui Choi Yiu Angela, Mr. Leung Sui Chung, Mr. Siu Chun Pong Raymond and Mr. Lam Chi Wing as independent non-executive Directors.*