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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)

**DISCLOSEABLE AND CONNECTED TRANSACTIONS
IN RELATION TO
(1) PROPOSED DISPOSAL OF SUBSIDIARIES;
AND
(2) PROPOSED LEASEBACK OF PROPERTIES**

SHARE PURCHASE AGREEMENT

On 27 September 2024 (after trading hours of the Stock Exchange), the Vendor entered into the Share Purchase Agreement with the Purchaser, pursuant to which (i) the Vendor conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Sale Shares, representing the entire issued shares of the Target Company, which in turn indirectly holds the entire interest of the Properties; and (ii) the Vendor conditionally agreed to procure CY Food Trading to sell and assign, and the Purchaser conditionally agreed to purchase and accept the assignment of, the Sale Loan, at the total consideration of HK\$56,320,000.

LEASEBACK AGREEMENT

Pursuant to the Share Purchase Agreement, it is a condition to Completion that Healthy Cheer and C.Y. Food Trading or another subsidiary of the Company as nominated by the Vendor shall enter into the Leaseback Agreement on or before the Completion Date for the lease of the Properties to the Group for a period of two (2) calendar years commencing from the Completion Date at the aggregate monthly rental of HK\$200,000.

IMPLICATIONS UNDER THE LISTING RULES

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Disposal exceeds 5% but is less than 25%, the Disposal constitutes a discloseable transaction of the Company, and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, the Purchaser, being Mr. Liu, is an executive Director, a substantial shareholder of the Company indirectly interested in approximately 10.31% of the issued share capital of the Company and the sole director of each company of the Target Group. Therefore, the Purchaser is a connected person of the Company and the Disposal constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Disposal exceeds 5%, the Disposal is subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In accordance with HKFRS 16 "*Leases*", the lease contemplated under the Leaseback Agreement will be recognised as right-of-use assets in relation to such agreement (with fixed lease payments) and will be regarded as an acquisition of assets by the Group under Rule 14A.24(1) of the Listing Rules. Upon execution of the Leaseback Agreement, the Group will recognise the value of the right-of-use assets in the aggregate amount of approximately HK\$4,518,000 in connection with the lease of the Properties on its consolidated statement of financial position. Shareholders should note that the abovementioned figures are unaudited and may be subject to adjustment in the future.

Upon Completion, Healthy Cheer will be wholly and ultimately beneficially owned by Mr. Liu and thus Mr. Liu is a connected person of the Company. Accordingly, the entering into of the Leaseback Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

Since (i) the execution of the Leaseback Agreement is a condition to Completion pursuant to the Share Purchase Agreement; (ii) the underlying subject of the Share Purchase Agreement and the Leaseback Agreement is the Properties; and (iii) the Share Purchase Agreement and the Leaseback Agreement are/will be entered into between the Group and the same connected person of the Company, the transactions contemplated under the Leaseback Agreement and the Share Purchase Agreement are regarded as one transaction involving both an acquisition and a disposal. For the purpose of Rule 14.24 of the Listing Rules, the disclosure obligation that would apply to the transaction should be determined by the larger of (i) the acquisition contemplated under the Leaseback Agreement; and (ii) the Disposal contemplated under the Share Purchase Agreement.

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Disposal under the Share Purchase Agreement, being the larger transaction compared with the value of the right-of-use assets to be recognised by the Group under the Leaseback Agreement, exceeds 5% but is less than 25%, the transactions contemplated under the Leaseback Agreement and the Share Purchase Agreement constitute discloseable and connected transactions of the Company and are subject to the reporting, announcement and Independent Shareholders' approval requirements under the Listing Rules.

GENERAL

The Independent Board Committee has been formed to advise the Independent Shareholders as to the fairness and the reasonableness of the terms of the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder and as to how to vote at the EGM.

Zijing Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in the same regard.

EGM

An EGM will be convened at which the Independent Shareholders will consider and, where appropriate, approve the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder. In view of the interests of Mr. Liu, he and his associates will abstain from voting in relation to the resolutions to approve the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder at the EGM.

As additional time is required to prepare and/or finalise certain information to be included in the circular to the Shareholders, containing, among other things, (i) further information of the Share Purchase Agreement and the Leaseback Agreement; (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; and (iv) the notice of the EGM, the Company expects the circular to be despatched to the Shareholders on or before 8 November 2024.

THE DISPOSAL

On 27 September 2024 (after trading hours of the Stock Exchange), the Vendor entered into the Share Purchase Agreement with the Purchaser, pursuant to which (i) the Vendor conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Sale Shares, representing the entire issued shares of the Target Company, which in turn indirectly holds the entire interest of the Properties; and (ii) the Vendor conditionally agreed to procure CY Food Trading to sell and assign, and the Purchaser conditionally agreed to purchase and accept the assignment of, the Sale Loan, at the total consideration of HK\$56,320,000.

THE SHARE PURCHASE AGREEMENT

Principal terms of the Share Purchase Agreement are set out below:

Date	27 September 2024
Parties	(i) Eminent Ace as Vendor; and (ii) Mr. Liu as Purchaser

As at the date of this announcement, Mr. Liu is an executive Director, a substantial shareholder of the Company indirectly interested in approximately 10.31% of the issued share capital of the Company and the sole director of each company of the Target Group. As such, Mr. Liu is a connected person of the Company under Chapter 14A of the Listing Rules. Therefore, the Disposal pursuant to the Share Purchase Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

Assets to be disposed of

The assets to be disposed of pursuant to the Share Purchase Agreement comprise (i) the Sale Shares; and (ii) the Sale Loan.

The Sale Shares represent the entire issued shares of the Target Company, which in turn indirectly holds the entire interest of the Properties.

As at the date of this announcement, the principal assets of the Target Group are the Properties, which are located at Workshops A & B, 1st Floor, Sunking Factory Building, Nos. 1–7 Shing Chuen Road, Shatin, New Territories, Hong Kong and are currently used in the operation of the Group's food supply business in Hong Kong.

The Sale Loan represents the intra-group accounts payables of approximately HK\$15,196,000 due from Healthy Cheer to C. Y. Food Trading, a direct wholly-owned subsidiary of the Vendor, as at 30 June 2024. Pursuant to the Share Purchase Agreement, the Vendor shall procure C.Y. Food Trading to sell and assign, and the Purchaser shall purchase and accept the assignment of, the Sale Loan. As part of the pre-Completion undertakings, each of the Vendor and the Purchaser shall (i) ensure that the amount of the Sale Loan as at the Completion Date is not greater than HK\$14,366,000; (ii) cause the Target Group to transfer all its cash and bank balances to the Company or its subsidiaries (excluding the Target Group) so that the remaining cash and bank balances of the Target Group are nil as at the Completion Date; and (iii) procure the Target Group not to incur or agree to incur any further debts or liabilities from the Company or any of its subsidiaries (excluding the Target Group) from the date of the Share Purchase Agreement to the Completion Date. As at the date of this announcement, the cash and bank balances of the Target Group amounted to approximately HK\$830,000.

Consideration

The consideration for the disposal of the Sale Shares and the Sale Loan in aggregate is HK\$56,320,000, which has been arrived at after arm's length negotiations between the Vendor and the Purchaser with reference to (i) the unaudited net liability value of the Target Group based on its management accounts as at 30 June 2024 of approximately HK\$383,000, which mainly includes the Sale Loan, property, plant and equipment and leasehold lands in right-of-use assets of approximately HK\$15,196,000, HK\$9,455,000 and HK\$5,965,000 respectively; (ii) the prevailing market prices of properties of similar nature within the same area; and (iii) the valuation of the Properties as at 31 August 2024 as preliminarily appraised by an independent property valuer at HK\$51,200,000. The Consideration represents a premium of 10% to the aforesaid valuation.

Taking into account the upward valuation of HK\$35,780,000 of the Properties, if an adjustment was made to the book value of the property, plant and equipment and leasehold lands in right-of-use assets, the adjusted unaudited net asset value of the Target Group would be HK\$35,397,000. As such, the Consideration represents a premium of approximately 16.2% or HK\$5,727,000 to the adjusted unaudited net asset value of the Target Group after deduction of the Sale Loan.

The Consideration shall be payable by the Purchaser to the Vendor in the following manner:

- (a) the deposit of HK\$5,632,000 shall be paid within ten (10) Business Days of signing of the Share Purchase Agreement; and
- (b) the balance of HK\$50,688,000 shall be paid upon Completion.

Pursuant to the Share Purchase Agreement, if the amount the Sale Loan as at the Completion Date is greater than HK\$14,366,000, the balance of the Consideration shall be adjusted upward by such difference and the amount of the Consideration shall be increased accordingly.

Leaseback arrangement

Pursuant to the Share Purchase Agreement, it is a condition to Completion that Healthy Cheer and C.Y. Food Trading or another subsidiary of the Company as nominated by the Vendor shall enter into the Leaseback Agreement on or before the Completion Date for the lease of the Properties to the Group for a period of two (2) calendar years commencing from the Completion Date at the aggregate monthly rental of HK\$200,000. Details of the Leaseback Agreement are set out in the below section headed “The Leaseback Agreement”.

Conditions

Completion is conditional upon the following conditions being fulfilled (or waived, if applicable) on or before the Long Stop Date:

- (a) all necessary authorisations and approvals required of the Vendor and/or the Company in relation to the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder having been obtained by the Vendor and/or the Company (as the case may be), including but not limited to the approval by the Independent Shareholders as required under the Listing Rules;
- (b) the Vendor’s warranties remaining true and accurate and not misleading in all material respects as at the Completion Date;
- (c) the Purchaser’s warranties remaining true and accurate and not misleading in all material respects as at the Completion Date; and
- (d) the Leaseback Agreement having been executed on or before the Completion Date.

The Vendor and the Purchaser shall use their respective reasonable endeavours to procure the fulfilment (or waiver, if applicable) of the above conditions on or before the Long Stop Date.

If any of the above conditions is not either fulfilled or waived by the Purchaser and/or the Vendor (other than conditions (a) and (d) which may not be waived) on or before the Long Stop Date, the deposit of HK\$5,632,000 shall be refunded to the Purchaser without interest within five (5) Business Days from the Long Stop Date. Upon the refund of the deposit to the Purchaser by the Vendor, the Share Purchase Agreement shall automatically lapse and be of no further effect, and no party to the Share Purchase Agreement shall have any liability and obligation to the other party.

Completion

Completion shall take place on the Completion Date, being within five (5) Business Days after the fulfilment (and/or waiver, if applicable) of the conditions set out in the Share Purchase Agreement, or such other date as the parties thereto may agree in writing.

INFORMATION ON THE TARGET GROUP

The Target Group comprises the Target Company and its subsidiary, namely Healthy Cheer.

The Target Company, namely Lion Metro, is a company incorporated in the BVI with limited liability and is principally engaged in investment holding. The Target Company is an indirect wholly-owned subsidiary of the Company.

Healthy Cheer is a company incorporated in Hong Kong with limited liability and is engaged in property holding and investment. Healthy Cheer is a direct wholly-owned subsidiary of the Target Company. As at the date of this announcement, Healthy Cheer legally and beneficially owns the Properties, which are the principal assets of the Target Group.

The unaudited consolidated total asset value and unaudited consolidated net liability value of the Target Group as at 30 June 2024 based on the management accounts of the Target Group were approximately HK\$16,149,000 and HK\$383,000, respectively.

A summary of the unaudited consolidated financial information of the Target Group for the year ended 31 March 2023 and for the nine months ended 31 December 2023 is set out below:

	For the year ended 31 March 2023 HK\$ (unaudited)	For the nine months ended 31 December 2023 HK\$ (unaudited)
Profit before tax	510,000	387,000
Profit after tax	387,000	328,000

REASONS FOR AND BENEFITS OF THE DISPOSAL

The Group is engaged in three business segments, namely (i) food supply; (ii) catering services; and (iii) environmental protection and technology services.

The Directors have been assessing the property market in Hong Kong and reviewing the Group's options over the Properties held by the Group. Taking into account (i) the nature and quality of the Properties (including their location, age, condition and the facilities in the vicinity); (ii) the recent market conditions and the prevailing market prices for industrial properties in Hong Kong; (iii) the overall economy in Hong Kong; and (iv) the holding of the Properties being not essential for the Group's long-term development, the Board is of the view that the Disposal will not have a material adverse effect on the Group's business operations. The Directors believe that the Disposal represents a good opportunity to realise the value of the Properties at a premium, which allows the Group to deploy the proceeds from the Disposal for the development of the Group's higher growth segments including its food supply and catering businesses in the Greater Bay Area.

INTENDED USE OF PROCEEDS FROM THE DISPOSAL

The Company expects that the net proceeds from the Disposal will be approximately HK\$55.7 million and intends to apply the net proceeds as follows:

1. Approximately 60%, or approximately HK\$33.4 million, of the net proceeds will be used for financing the expansion of the Group's fresh food supply business.

Among them, the Group intends to use approximately 20%, or approximately HK\$11.1 million, of the net proceeds for increasing the trading volume of fresh fruit through the development of a new product line as well as the setting up of a new distribution channel.

Further, the Group intends to use approximately 40%, or approximately HK\$22.3 million, of the net proceeds for increasing the trading volume of fresh meat by expanding the existing product line and distribution channel.

2. Approximately 20%, or approximately HK\$11.1 million, of the net proceeds will be used for financing the development of the Group's catering business.

The Group is engaged in the catering industry in the Greater Bay Area and is currently running various eateries in Zhongshan, PRC. As disclosed in the announcement and the circular of the Company dated 15 July 2024 and 27 August 2024 respectively, the Group planned to expand the scale of its catering operations in Zhongshan through the opening of more eateries. To this end, the Group intends to deploy HK\$11.1 million of the net proceeds as (i) the capital expenditure for the purpose of upgrading and/or maintaining these newly opened eateries, which includes leasehold improvements, and furniture, fixtures and equipment; and (ii) funds to support the Group's catering business in the Greater Bay Area.

3. Approximately 20%, or approximately HK\$11.1 million, of the net proceeds will be used as general working capital of the Group.

Having considered the reasons for and the benefits of the Disposal set out above, the Board (excluding the independent non-executive Directors, whose opinion will be given in the letter of advice from the Independent Board Committee) is of the opinion that the terms of the Disposal, including the Consideration, are fair and reasonable and in the interests of the Shareholders as a whole.

Mr. Liu, being the Purchaser, is considered to have material interests in the Share Purchase Agreement and thus, has abstained from voting on the Board resolutions approving the Share Purchase Agreement and the transactions contemplated thereunder. Save as disclosed above, none of the other Directors were required to abstain from voting on the Board resolutions in relation thereto.

FINANCIAL EFFECTS OF THE DISPOSAL

Upon Completion, the Target Group will cease to be subsidiaries of the Company and the financial results of the Target Group will no longer be consolidated into the financial statements of the Group.

Based on the unaudited consolidated financial information of the Target Group as at 30 June 2024 and the Consideration of HK\$56,320,000, the Company is expected to recognise a gain (before transaction costs) of approximately HK\$41,507,000 from the Disposal following Completion. Such gain is estimated based on the Consideration plus HK\$383,000, being the consolidated net liabilities of the Target Group as at 30 June 2024, and minus HK\$15,196,000, being the Sale Loan.

Shareholders should note that the expected gain on the Disposal stated above, which is estimated based on the information currently available, is for illustrative purposes only. The actual amount of the gain (or loss) as a result of the Disposal to be recognised in the consolidated financial statements of the Group will have to be ascertained at the time when the Group's consolidated financial statements are prepared, and is subject to audit.

THE LEASEBACK AGREEMENT

Pursuant to the Share Purchase Agreement, it is a condition to Completion that Healthy Cheer shall enter into the Leaseback Agreement with C.Y. Food Trading or another subsidiary of the Company as nominated by the Vendor on or before the Completion Date, pursuant to which the Group shall lease back the Properties for its business use. The principal terms of the Leaseback Agreement are set out below:

Parties	(i) C.Y. Food Trading or another subsidiary of the Company as nominated by the Vendor as tenant; and (ii) Healthy Cheer as landlord
Properties	The Properties
Lease term	Two (2) calendar years commencing from the Completion Date
Monthly rental	HK\$200,000 (exclusive of management fees and government rent and rates)
Break clause	After the expiration of eleven (11) months from the commencement of the term of the lease, the tenant shall have the right to terminate the Leaseback Agreement by giving a not less than one month's written notice to the landlord.

The monthly rental payable under the Leaseback Agreement was determined after arm's length negotiations between the parties thereto, taking into account (i) the prevailing market conditions and the prevailing market rent for similar premises in the vicinity of the Properties; and (ii) the draft market rent report prepared by the independent valuer. The rental payable under the Leaseback Agreement in respect of the Properties is expected to be financed by the internal resources of the Group.

REASONS FOR AND BENEFITS OF THE LEASEBACK AGREEMENT

As set out in the section headed "Reasons for and benefits of the Disposal" above, it is in the interests of the Group to realise its investments in the Properties. To ensure the continuity of the operation of the Group's food supply business in Hong Kong on or after Completion, the Group has agreed to enter into the Leaseback Agreement on or before Completion.

The terms of the Leaseback Agreement have been negotiated at arm's length by the parties thereto and the aggregate monthly rental of HK\$200,000 was determined taking into account (i) the current market conditions and the prevailing market rent for similar premises in the vicinity of the Properties; and (ii) the draft market rent report prepared by an independent valuer.

The Board (excluding the independent non-executive Directors, whose opinion will be given in the letter of advice from the Independent Board Committee) is of the opinion that the terms of the Leaseback Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Shareholders as a whole.

Mr. Liu, being the sole ultimate beneficial owner of Healthy Cheer upon Completion, is considered to have material interests in the Leaseback Agreement and thus, has abstained from voting on the Board resolutions approving the Leaseback Agreement and the transactions contemplated thereunder. Save as disclosed above, no other Directors were required to abstain from voting on the Board resolutions in relation thereto.

INFORMATION ON THE PARTIES

The Group and the Vendor

The Group is principally engaged in three business segments, namely (i) food supply; (ii) catering services; and (iii) environmental protection and technology services.

The Vendor is a direct wholly-owned subsidiary of the Company and is engaged in investment holding.

The Purchaser

Mr. Liu, being the Purchaser, is (i) an executive Director; (ii) a substantial shareholder of the Company indirectly interested in approximately 10.31% of the issued share capital of the Company; (iii) the sole director of each company of the Target Group as at the date of this announcement. Upon Completion, Mr. Liu will become the sole beneficial owner of the Target Group.

IMPLICATIONS UNDER THE LISTING RULES

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Disposal exceeds 5% but is less than 25%, the Disposal constitutes a discloseable transaction of the Company, and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, the Purchaser, being Mr. Liu, is an executive Director, a substantial shareholder of the Company indirectly interested in approximately 10.31% of the issued share capital of the Company and the sole director of each company of the Target Group. Therefore, the Purchaser is a connected person of the Company and the Disposal constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Disposal exceeds 5%, the Disposal is subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In accordance with HKFRS 16 "*Leases*", the lease contemplated under the Leaseback Agreement will be recognised as right-of-use assets in relation to such agreement (with fixed lease payments) and will be regarded as an acquisition of assets by the Group under Rule 14A.24(1) of the Listing Rules. Upon execution of the Leaseback Agreement, the Group will recognise the value of the right-of-use assets in the aggregate amount of approximately HK\$4,518,000 in connection with the lease of the Properties on its consolidated statement of financial position. Shareholders should note that the abovementioned figures are unaudited and may be subject to adjustment in the future.

Upon Completion, Healthy Cheer will be wholly and ultimately beneficially owned by Mr. Liu and thus Healthy Cheer will be a connected person of the Company. Accordingly, the entering into of the Leaseback Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

Since (i) the execution of the Leaseback Agreement is a condition to Completion pursuant to the Share Purchase Agreement; (ii) the underlying subject of the Share Purchase Agreement and the Leaseback Agreement is the Properties; and (iii) the Share Purchase Agreement and the Leaseback Agreement are/will be entered into between the Group and the same connected person of the Company, the transactions contemplated under the Leaseback Agreement and the Share Purchase Agreement are regarded as one transaction involving both an acquisition and a disposal. For the purpose of Rule 14.24 of the Listing Rules, the disclosure obligation that would apply to the transaction should be determined by the larger of (i) the acquisition contemplated under the Leaseback Agreement; and (ii) the Disposal contemplated under the Share Purchase Agreement.

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Disposal under the Share Purchase Agreement, being the larger transaction compared with the value of the right-of-use assets to be recognised by the Group under the Leaseback Agreement, exceeds 5% but is less than 25%, the transactions contemplated under the Leaseback Agreement and the Share Purchase Agreement constitute discloseable and connected transactions of the Company and are subject to the reporting, announcement and Independent Shareholders' approval requirements under the Listing Rules.

GENERAL

The Independent Board Committee has been formed to advise the Independent Shareholders as to the fairness and the reasonableness of the terms of the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder and as to how to vote at the EGM.

Zijing Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in the same regard.

EGM

An EGM will be convened at which the Independent Shareholders will consider and, where appropriate, approve the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder. In view of the interests of Mr. Liu, he and his associates will abstain from voting in relation to the resolutions to approve the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder at the EGM.

As additional time is required to prepare and/or finalise certain information to be included in the circular to the Shareholders, containing, among other things, (i) further information of the Share Purchase Agreement and the Leaseback Agreement; (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; and (iv) the notice of the EGM, the Company expects the circular to be despatched to the Shareholders on or before 8 November 2024.

DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors

“Business Day”	a day (other than Saturday or a Sunday and any day on which a typical cyclone warning number 8 or above or a “black” rainstorm warning signal is hoisted or remains hoisted or in effect between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks are generally open for business in Hong Kong
“BVI”	British Virgin Islands
“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)
“Completion”	completion of the Disposal pursuant to the Share Purchase Agreement
“Completion Date”	the date of Completion, being within five (5) Business Days after the fulfilment (and/or waiver as the case may be) of the conditions set out in the Share Purchase Agreement or such other date as the parties thereto may agree in writing
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Consideration”	the consideration for the Disposal in the amount of HK\$56,320,000
“C.Y. Food Trading”	C.Y. Food Trading (HK) Company Limited, a company incorporated in Hong Kong with limited liability and a direct wholly-owned subsidiary of Eminent Ace
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Sale Shares and the Sale Loan by the Vendor to the Purchaser pursuant to the Share Purchase Agreement
“EGM”	the extraordinary general meeting of the Company to be convened and held to approve the Share Purchase Agreement and the Leaseback Agreement and the transactions to be contemplated thereunder
“Group”	the Company and its subsidiaries

“Healthy Cheer”	Healthy Cheer International Limited, a company incorporated in Hong Kong with limited liability and a direct wholly-owned subsidiary of Lion Metro
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“HKFRS”	Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	an independent committee of the Board consisting of all independent non-executive Directors, established for the purpose of advising the Independent Shareholders as to the fairness and reasonableness of the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder
“Independent Financial Adviser”	Zijing Capital Limited, a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, being the independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder
“Independent Shareholders”	the Shareholders other than Mr. Liu and his associates or other connected persons who are interested in the Share Purchase Agreement and the Leaseback Agreement and the transactions contemplated thereunder
“Leaseback Agreement”	the tenancy agreement to be entered into between C.Y. Food Trading or another subsidiary of the Company as nominated by the Vendor as tenant and Healthy Cheer as landlord in relation to the lease of the Properties
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“Long Stop Date”	31 December 2024 or such other date as may be agreed in writing by the parties to the Share Purchase Agreement
“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

“Properties”	the properties legally and beneficially owned by Healthy Cheer located at Workshops A & B, 1st Floor, Sunking Factory Building, Nos. 1–7 Shing Chuen Road, Shatin, New Territories, Hong Kong
“Purchaser” or “Mr. Liu”	Mr. Liu Chi Ching, an executive Director, a substantial shareholder of the Company indirectly interested in approximately 10.31% of the issued share capital of the Company and the sole director of each company of the Target Group
“Sale Loan”	the intra-group accounts payables due and owed by Healthy Cheer to C.Y. Food Trading of approximately HK\$15,196,000 as at 30 June 2024, which is non-interest bearing, unsecured and repayable on demand
“Sale Shares”	100 shares in the share capital of Lion Metro, representing its entire issued shares as at the date of this announcement, which are legally and beneficially owned by Eminent Ace
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended, supplemented or otherwise modified from time to time)
“Share(s)”	ordinary share(s) of a nominal value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Share Purchase Agreement”	the conditional share purchase agreement dated 27 September 2024 entered into between the Vendor and the Purchaser in respect of the Disposal
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Target Company” or “Lion Metro”	Lion Metro Limited, a company incorporated in the BVI with limited liability and a direct wholly-owned subsidiary of the Vendor
“Target Group”	the Target Company and the its subsidiary, Healthy Cheer

“Vendor” or “Eminent Ace” Eminent Ace Group Limited, a company incorporated in the BVI with limited liability and a direct wholly-owned subsidiary of the Company

“%” per cent

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

Hong Kong, 27 September 2024

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