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CHINA CULIANGWANG BEVERAGES HOLDINGS LIMITED

中國粗糧王飲品控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 904)

VERY SUBSTANTIAL DISPOSAL AND RESUMPTION OF TRADING

Exclusive Financial Advisor to the Company



Reference is made to the announcement issued by the Company dated 25 March 2015 with regard to a proposed disposal of a substantial part of the Company's business to an independent third party.

THE DISPOSAL

The Board is pleased to announce that on 15 April 2015, the Company, Quanzhou Company, Xiamen Company (a wholly-owned subsidiary of the Company) and Coca-Cola Beverages (Shanghai) Company Limited ("CCBSL") entered into the Equity Transfer Agreement, pursuant to which CCBSL conditionally agreed to acquire, and Xiamen Company conditionally agreed to sell, the entire equity interest in the Target Company. The consideration for the Disposal, which is based on the agreed enterprise value of US\$400.5 million (equivalent to approximately HK\$3,103.9 million) of the Target Company, will be paid by CCBSL in cash on Completion.

Upon Completion, the Company will not hold any interest in the Target Company, and the Target Company will cease to be a subsidiary of the Company.

IMPLICATIONS OF THE DISPOSAL FOR THE COMPANY UNDER THE LISTING RULES

As some of the applicable percentage ratios in respect of the Disposal are over 75%, the Disposal constitutes a very substantial disposal of the Company and is therefore subject to announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

A circular containing, among other matters, further details of the Disposal and the notice for the SGM is expected to be despatched to the Shareholders by no later than 20 June 2015.

WARNING

The Disposal is subject to the Conditions under the Equity Transfer Agreement, which may or may not be fulfilled. Fulfillment of all the Conditions is likely to take an extended period of time and Shareholders and potential investors should exercise caution when they deal or contemplate dealing in the Shares or other securities of the Company.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 9:00 a.m. on 16 April 2015 pending the release of this announcement. Application has been made to the Stock Exchange for resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 20 April 2015.

INTRODUCTION

The Board is pleased to announce that on 15 April 2015, the Company, Quanzhou Company, Xiamen Company (a wholly-owned subsidiary of the Company) and CCBSL entered into the Equity Transfer Agreement, pursuant to which CCBSL conditionally agreed to acquire, and Xiamen Company conditionally agreed to sell, the entire equity interest in the Target Company.

THE DISPOSAL

The key terms and conditions of the Equity Transfer Agreement are summarized below:

Date

April 15, 2015

Parties

- (1) The Company
 - (2) Xiamen Company
 - (3) Quanzhou Company
 - (4) CCBSL
- (collectively, the “**Parties**”)

Business to be Disposed

The Company is currently engaged in the Disposed Business through some of its subsidiaries, including Xiamen Company and Quanzhou Company. Subject to and in accordance with the terms and conditions of the Equity Transfer Agreement, CCBSL agrees to acquire from Xiamen Company the entire equity interest in the Target Company.

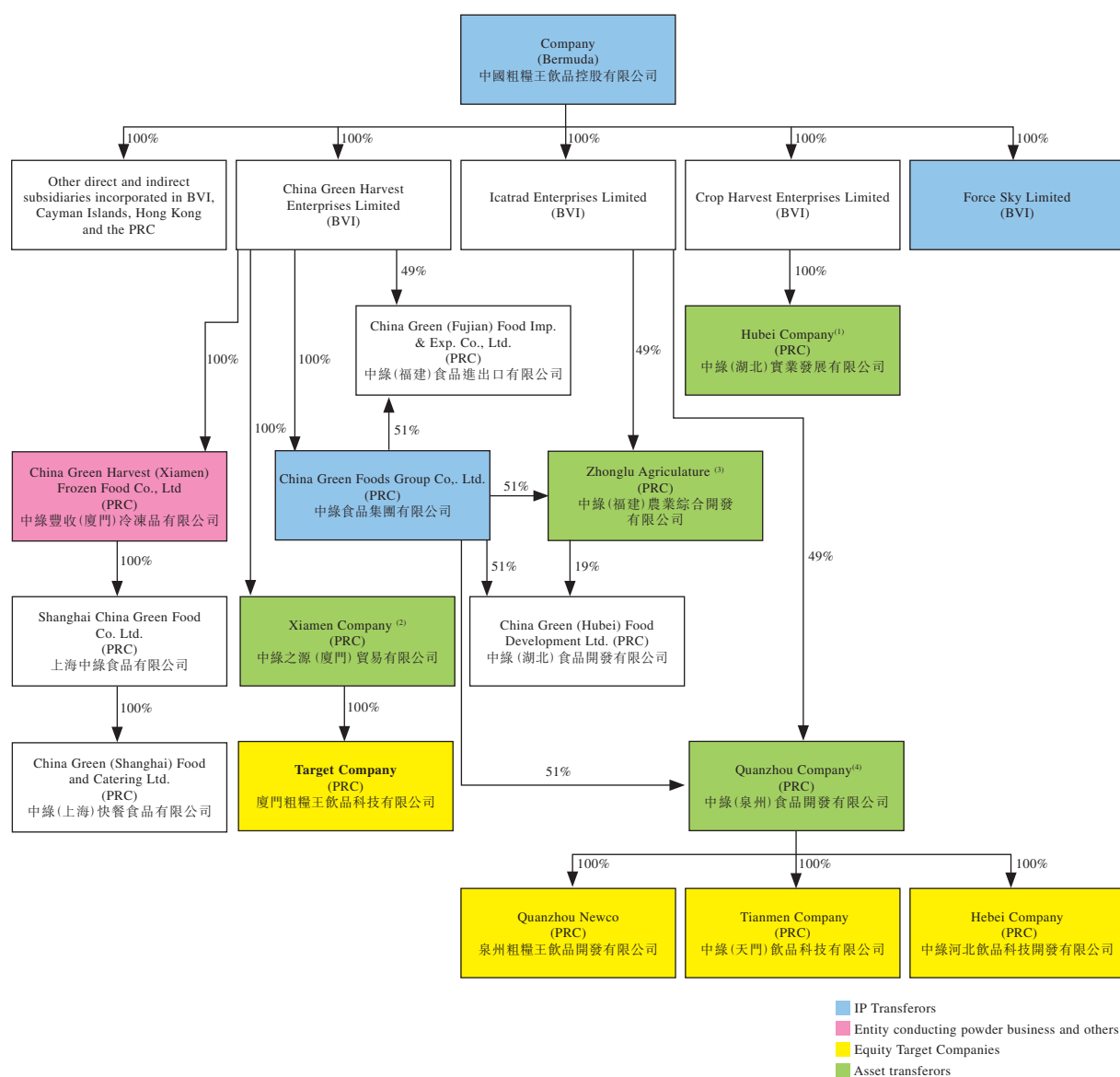
Restructuring

For the purposes of the Disposal, the Parties, Zhonglu Agriculture, Hubei Company and the Target Company have entered into a Restructuring Agreement on the same date as the Equity Transfer Agreement to carry out a series of restructuring steps intended to consolidate the Disposed Business under the Target Company (the “**Restructuring**”). The Restructuring involves or envisages, among others, the following steps and actions:

- (1) the Target Company was established as a direct wholly-owned subsidiary of Xiamen Company and Quanzhou Newco was established as a direct wholly-owned subsidiary of Quanzhou Company;
- (2) the beverage business and related assets to be transferred by the Transferring Companies to the Target Company and Quanzhou Newco;
- (3) the entire equity interest in Tianmen Company, Hebei Company and Quanzhou Newco to be transferred to the Target Company; and
- (4) certain intellectual property rights to be assigned or transferred by the IP Transferors to the Target Company.

The Purchaser has agreed to acquire the entire equity interest of the Target Company subject to, among other things, completion of the Restructuring.

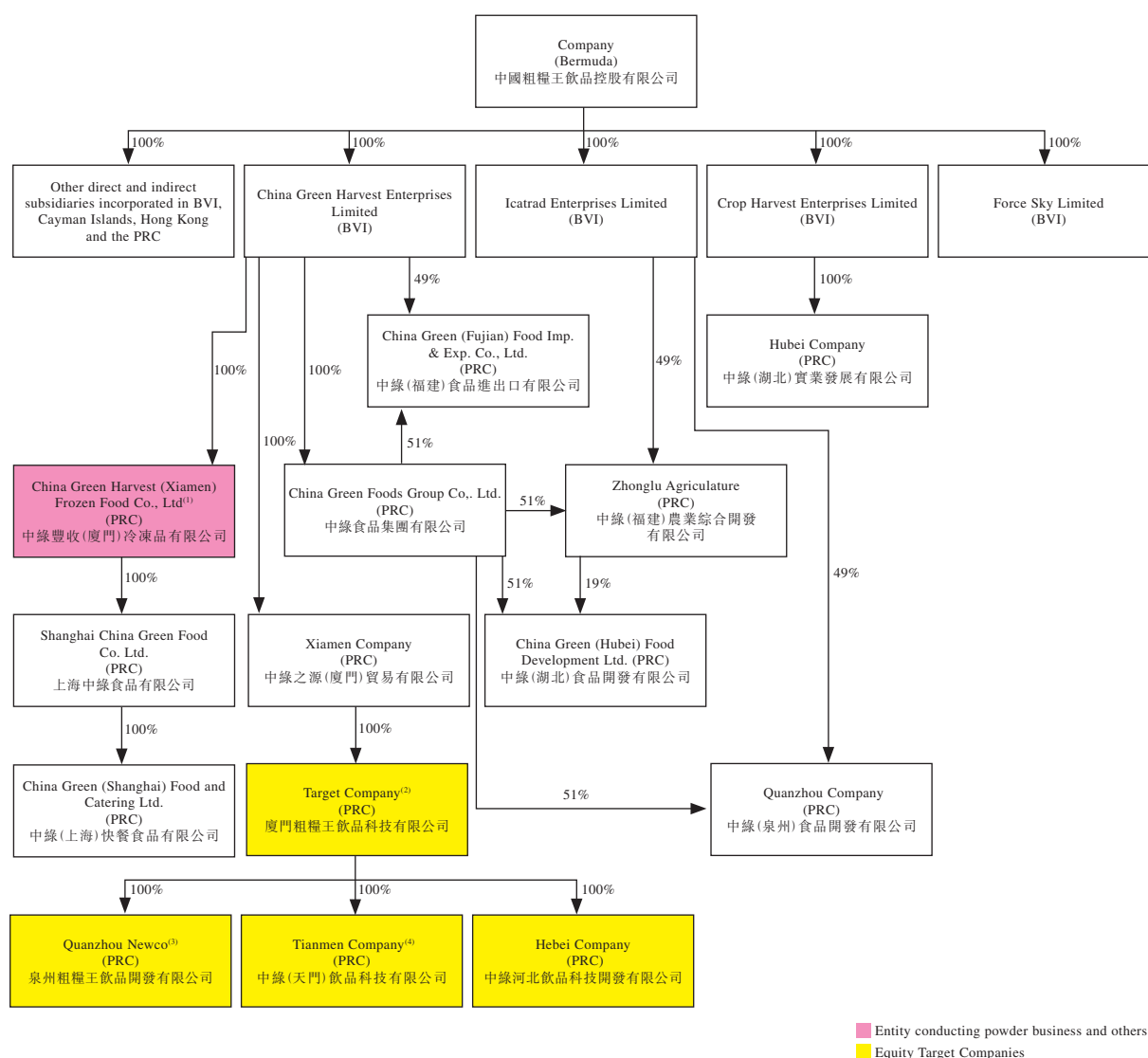
Current Structure of the Group



Notes:

1. To transfer 3 production lines to Tianmen Company.
2. To transfer beverage business and related assets to Target Company.
3. To transfer a parcel of land and buildings located thereon to Quanzhou Newco.
4. To transfer beverage business and related assets to Quanzhou Newco.

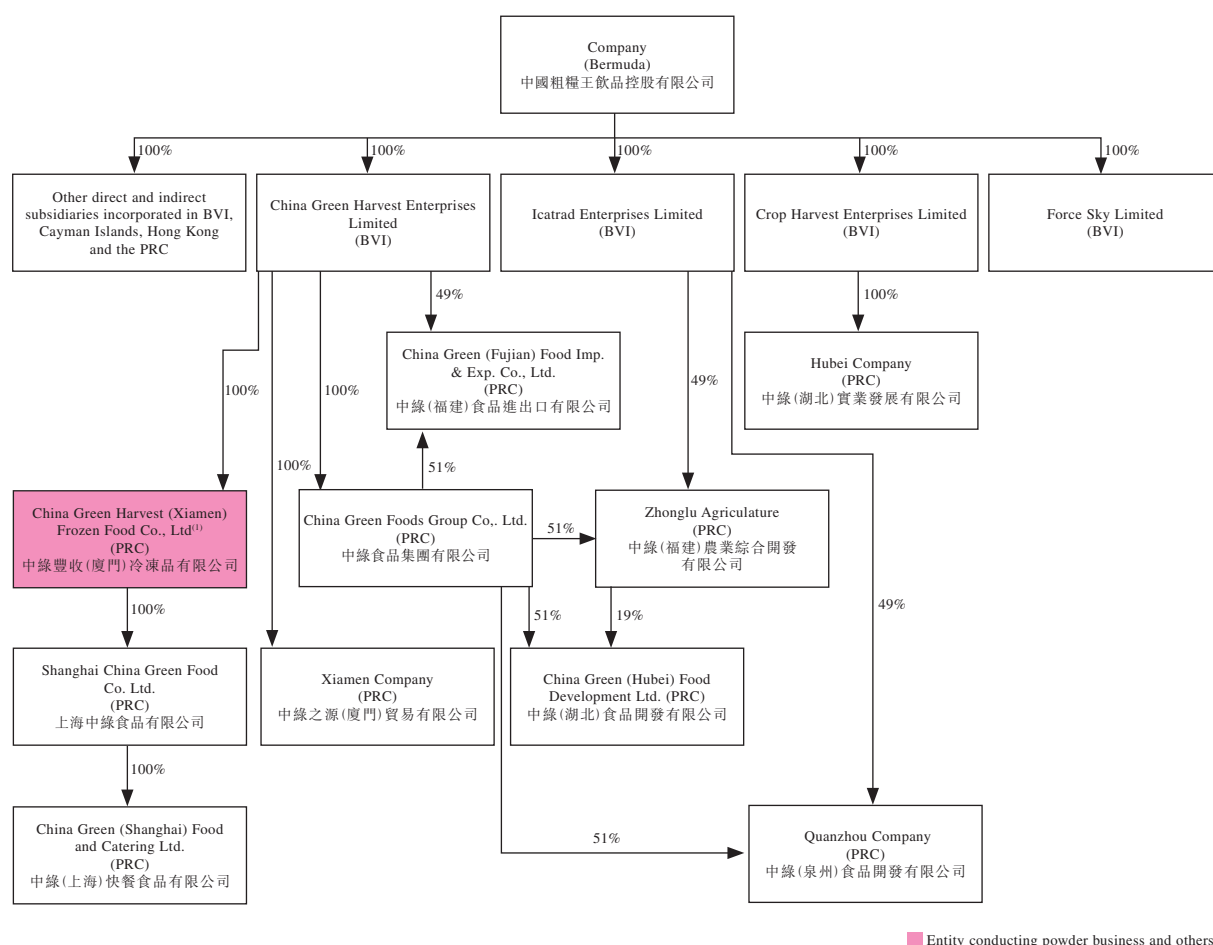
Structure of the Group after Restructuring



Notes:

1. Business of beverage products in powder form will be closed within 6 months of Completion.
2. Target Company will own Xiamen Company's beverage and business and related assets, IP from the Company, Force Sky Limited and China Green Foods Group Co., Ltd.
3. Quanzhou Newco will own Zhonglu Agriculture's transferred land and property and Quanzhou Company's beverage business and related assets.
4. Tianmen Company will own Hubei Company's 3 production lines.

Structure of the Remaining Group after Completion



Note:

1. Business of beverage products in powder form will be closed within 6 months of Completion.

Effect of Completion

Upon Completion, the Company will not hold any interest in the Target Company, and the Target Company will cease to be a subsidiary of the Company.

Consideration

The purchase price to be paid by the Purchaser for 100% of the equity interest of the Target Company is determined based on an enterprise value of US\$400.5 million (equivalent to approximately HK\$3,103.9 million), subject to the following adjustments: (i) the purchase price will be reduced by the amount of indebtedness of the Target Group as at Completion; (ii) where the actual amount of the net working capital (taking into account a normalized level of working capital) of the Target Group as at Completion exceeds or is less than the Parties' expected amount of the net working

capital of the Target Group, the purchase price will be adjusted to reflect the full amount of such excess or shortfall; and (iii) the purchase price may be further reduced (A) if the Seller Group Companies fail to transfer certain trademarks to the Target Company, by an amount up to US\$10 million, and (B) if the Seller fails to procure the delivery of certain production equipment and/or ancillary facilities by an agreed date, by an amount up to US\$20 million plus the costs required to complete the construction of the ancillary facilities and the installation of the production lines. The purchase price will be paid in RMB based on the closing spot rate on the day immediately prior to the Completion Date for conversion of US\$ into RMB.

Payment of Purchase Price

The Purchaser has agreed to pay a deposit of US\$20 million (the “**Deposit**”) to the Seller on the date of signing of the Equity Transfer Agreement, which will be applied toward the payment of the purchase price upon Completion, or refunded (in whole or in part) to the Purchaser if Completion does not occur other than for reasons attributable to the Purchaser.

The balance of the purchase price will be paid by the Purchaser on the Completion Date, subject to the following escrow of funds:

- (1) US\$15 million will be held in escrow until the final determination of the purchase price adjustments for indebtedness and net working capital;
- (2) US\$40 million will be held in escrow for the settlement of any indemnity claims under the Equity Transfer Agreement, of which US\$30 million will be released to the Seller upon 18 months after the Completion Date, and US\$10 million will be released to the Seller upon 36 months after the Completion Date (in each case, subject to indemnity claims to which the Purchaser is entitled);
- (3) US\$10 million will be held in escrow until the completion of assignment of certain trademarks to the Target Company;
- (4) US\$20 million will be held in escrow until the delivery of the agreed number of production lines if Completion occurs prior to the agreed date of such delivery; and
- (5) US\$15 million will be held in escrow until the completion of construction of the agreed ancillary facilities and the installation of the production lines if Completion occurs prior to the agreed date for construction and installation of such facilities.

Basis of Consideration

The enterprise value of US\$400.5 million (equivalent to approximately HK\$3,103.9 million) was agreed by the Parties after arm's length negotiations based on the historical financial performance of the Disposed Business. An enterprise value of US\$400.5 million, on a cash free and debt free basis, represents a significant premium over the daily market capitalisation of the Company in the last three years. The Company has also considered the implied price-earnings multiple relative to relevant market benchmarks. Taking into account the market share of the Disposed Business, the market capitalisation of the Company, the implied price-earnings multiple, the cash generating ability of the Disposed Business, the net asset value of the transferred assets, the value of the land use rights to be transferred and the Company's needs for cash flow, the Directors are of the view that the purchase price is fair and reasonable.

Conditions to Completion

Completion of the Disposal is conditional upon the satisfaction (or, if applicable, the waiver) of certain Conditions prior to the Long Stop Date, including, among other things, the following:

- (1) there having been no material breach of any warranties as provided in the Equity Transfer Agreement by the Purchaser or any Seller Warrantor;
- (2) there having been no material breach of any provision of the Equity Transfer Agreement and the other Transaction Documents by the Purchaser or any Seller Warrantor, the Target Company or any of their affiliates;
- (3) there having been no material adverse change to the Target Group since the date of the Equity Transfer Agreement;
- (4) the Restructuring having been duly completed;
- (5) the assignment or transfer of certain intellectual property rights to the Target Company, including, without limitation, the transfer of "China Green Culiangwang" trademark having been duly completed;
- (6) the completion of the approval/filing/registration with the relevant government authorities in relation to the Disposal, including, among others, the issuance of a notice by MOFCOM approving the Disposal for merger control purposes pursuant to the Anti-Monopoly Law or the expiry of the statutory review period under the Anti-Monopoly Law and no objection having been raised by MOFCOM with respect to the Disposal (the "**Antitrust Approval**");
- (7) the necessary approval from (i) the Shareholders of the Company and (ii) the board of directors of the Seller and the Purchaser in relation to the Disposal having been obtained (collectively, the "**Corporate Approvals**");

- (8) the approval by the Shareholders of the Company of the change of name of the Company to remove references to “Culiangwang” and “Beverages” with effect from the Completion; and
- (9) all consents or approvals other than the Corporate Approvals that are necessary in connection with the Disposal having been obtained, including, without limitation, the approvals from third party lenders.

For the avoidance of doubt, under the Equity Transfer Agreement, the Conditions to obtain the Corporate Approvals and the Antitrust Approval cannot be waived. If any Conditions have not been waived or satisfied by the Long Stop Date in accordance with the terms of the Equity Transfer Agreement, either the Seller or the Purchaser may terminate the Equity Transfer Agreement with immediate effect by giving written notice to the other Parties. The Company and the Purchaser envisage that some of the Conditions will involve considerable time and efforts to satisfy. Fulfillment of all the Conditions is likely to take an extended period of time.

Completion

Pursuant to the Equity Transfer Agreement, the Completion shall take place on the Completion Date.

Pre-completion Undertakings

Except with the prior written consent of the Purchaser, the Transferring Companies (in relation to the Disposed Business) and the Target Group Companies are required to comply with certain pre-completion undertakings as set out in the Equity Transfer Agreement, including, among others, the following:

- (1) not to increase or reduce its share capital or registered capital, or issue or repurchase any equity interest in its capital;
- (2) not to acquire or dispose of any interest in a company or undertake any types of corporate restructuring other than the Restructuring;
- (3) operate the Disposed Business in the ordinary course consistent with past practice and applicable laws;
- (4) not to declare, pay or make a dividend or distribution;
- (5) not to amend the terms of existing borrowings, lend money to third parties, or incur borrowings or indebtedness in the nature of the borrowings;
- (6) not to commence or comprise to settle litigation or arbitration proceedings, or release, discharge or compound any material liability or claim;

- (7) protect, defend and maintain ownership, validity and registration of intellectual property rights; and
- (8) use commercial reasonable efforts to maintain its current business organization and business relationships, including preserving the goodwill of the suppliers, contractors, licensors, employees, customers, distributors and others having business relations with the Target Group Companies or the Disposed Business.

Non-compete and Non-solicit Undertakings

Each of the Seller Warrantors undertakes to the Purchaser that it shall comply with, and shall procure each of their affiliates to comply with customary non-compete and non-solicit undertakings as set out in the Equity Transfer agreement for a period of five years after the Completion Date, including, not to carry on or be engaged in, be interested in, or manage or otherwise advise any non-alcoholic beverage business anywhere in the PRC (except for ownership of securities having no more than 5% of the outstanding voting power of any company whose shares are listed on a recognised stock exchange).

As part of the Disposal, certain intellectual property rights, including the “China Green Culiangwang” trademark, will be transferred to the Target Company and the non-compete and non-solicit undertakings are material terms sought by the Purchaser for protection of the Target Group’s interest. Taking into account the purchase price and other terms of the transaction, the Board considers that the non-compete and non-solicit undertakings are fair and reasonable and in the interest of the Company and its Shareholders as a whole.

Exclusivity

Each of the Seller Warrantors undertakes that it shall not, and shall procure that each of their affiliates will not, prior to Completion, directly or indirectly: (i) enter into or be involved in any discussion or arrangement with any person except the Purchaser or (ii) make available to any person except the Purchaser, its directors, managers or advisers any information, in relation to the equity investment or sale of any equity interest in the Target Company or the Disposed Business or any of the material assets of any Target Group Company in relation to the Disposed Business. If the Purchaser terminates the Agreement as a result of a breach by the Seller Warrantors of such obligations, the Seller Warrantors shall, in addition to the requirement to return the Deposit (and all interest accrued thereon) to the Purchaser, indemnify the Purchaser for all losses arising as a result of such breach.

Founder’s Undertakings

As part of the comfort and assurances sought by the Purchaser, the Founder undertakes to the Purchaser that he shall, among others, (i) vote for (and procure his controlled affiliates and immediately family members to vote for) the approval of the transactions contemplated by the Transaction Documents at any Shareholders’ meeting of the Company and (ii) comply with (and procure his controlled entities and immediate family members to comply with) the non-compete undertakings as described above.

Termination

The Equity Transfer Agreement may be terminated by the Purchaser or the Seller, as the case may be, at any time before Completion upon the occurrence of certain termination events including, among others, the following:

- (1) material adverse change to the Target Group Companies or the Disposed Business, taken as a whole;
- (2) issuance, promulgation or enforcement by any Government Authority of any law, regulation, rule, policy, order or notice that prohibits the Completion;
- (3) breach of warranties, agreements or covenants contained in the Transaction Documents by the Seller Warrantors, which would give rise to the failure of a Condition and which breach cannot be or has not been cured within 30 days after the giving of written notice of breach by the Purchaser;
- (4) breach by any Seller Group Company or Target Group Company or any of their affiliates of its obligations under the Transaction Documents, which would give rise to the failure of a Condition and which breach cannot be or has not been cured within 30 days after the giving of written notice of breach by the Purchaser;
- (5) breach of warranties, agreements or covenants contained in the Transaction Documents by the Purchaser, which would give rise to the failure of a Condition and which breach cannot be or has not been cured within 30 days after the giving of written notice of breach by the Seller.

Supply Agreement and Transitional Services Agreement

On Completion, the Company will enter into a supply agreement with the Target Company (the “**Supply Agreement**”), pursuant to which a wholly-owned subsidiary of the Company may supply certain raw materials for the Target Group’s use in the manufacture of beverages or their component parts for a term of at least five years, subject to the purchase orders that the Target Company may issue in its discretion.

On Completion, the Seller Warrantors will enter into a transitional services agreement with the Target Company (the “**Transitional Services Agreement**”), pursuant to which the Seller Warrantors will render, or cause their affiliates to render, certain transitional services for the purpose of ensuring the efficient transition of the Target Group and the operation of the Disposed Business under the ownership of CCBSL.

BUSINESS OF THE COMPANY AFTER THE DISPOSAL

The Remaining Group will cease to be engaged in the Disposed Business following Completion. As part of the non-compete undertakings, the Remaining Group will also close down its business of manufacturing, marketing and sale of beverage products in powder form within six (6) months after Completion. Beverage products in powder

form is an insignificant part of the business of the Group. Based on the unaudited financial information of the Group, revenue from the business of beverage products in powder form for the year ended April 30, 2014 and the six months ended October 31, 2014 were approximately RMB1.7 million and RMB700,000, respectively, accounting for approximately 0.08% and 0.07%, respectively, of the Group's total revenue for the respective periods.

Following the Disposal, the Company will continue with its business and strategy shift towards a consumer product driven business, from the cultivation and production of agricultural products and processing business. This shift has already seen the successful transformation of the Company into a consumer product driven business in 2009, with its agricultural raw materials and processed capability started serving as a support function. Since then, the Company has been placing a significant emphasis on the multi grain products targeting the health and brand conscious customers in the PRC. Despite the Disposal, the Company will continue with its multi grain focus, with an emphasis on non-beverage branded consumer products. The Directors would wish to emphasize that the Disposal does not change the Company's overall strategy and commitment to becoming a leading player in the multi grain consumer field. The Disposal will, however, accelerate the optimization of the Company's consumer products range, by moving out of the beverage products into other forms of multi grain food and snack products. Such products include light meals and snacks, taking the forms of pastry, biscuit, cereal, red or green bean soup, and dessert. Some of these products are already under development or production. For example, the Company commenced the development of the multi grain breakfast meals and production and sales of dessert in 2014, utilizing its R&D capacities and proprietary deep-processing techniques. The Company plans to diversify and expand the multi grain non-beverage product range to meet the market demand and potential for functional food and snack consumer products in the PRC and elsewhere. The Remaining Group will continue its porridge and congee business.

Since 2009, the Company has gained significant experience and traction in the development, manufacturing, sale and marketing of branded consumer products. The Company plans to leverage on this experience by continuing with its momentum in the development of branded consumer products featuring multi grains to the exclusion of beverage products. The Remaining Group has substantial operating assets including production lines and facilities. As of March 31, 2015, the Remaining Group had a dedicated R&D team comprising of approximately 20 staff, a sales and marketing team of approximately 115 staff, and management and other processing and general staff of over 700. They will stay with the Remaining Group following the Disposal. The Company's four processing facilities located in Hubei, Jiangxi, Fujian and Hebei provinces do not form part of the Disposed Business. Those facilities will be readily available to switch into the development and production of the new variety and flavors offered by the Company's broadened food and snack consumer product segment. The Company will harness its brand development experience by creating new brands for its broadened food and snack segment. The new brands can be used in conjunction with the Company's renowned "China Green" brand, or as standalone brands.

The Company plans to take steps to develop an online sales capability, with a view to integrating it into its existing, well-established offline distribution and sales channels. The new online to offline (O2O) model will serve to optimize the reach and market access offered by the Remaining Group's distribution and sales network.

The Remaining Group also plans to continue with the cultivation and processing of agriculture products for internal use and sale to other food producers. The Remaining Group will benefit from its upstream cultivation and agricultural product processing resources, through its own cultivation bases and those leased from its cultivation base partners. The access to these cultivation bases will provide the Remaining Group with a dependable and steady source of high-quality agricultural raw materials required of the multi grain food and snack production. The high safety standards of the agricultural raw materials adopted by the Company in these cultivation bases will reinforce the health driven theme to be featured by the Company's broadened food and snack products.

The Company is committed to developing itself into a leading multi grain non-beverage consumer food and snack producer. As evidenced by the Disposal, the Company's venture into the Disposed Business has proven to be a step in the right direction. The Company will seek to continue with its momentum already gathered in its multi grain related consumer business through the above-mentioned food and snack business strategies.

INFORMATION ON THE PARTIES

The Company, Zhonglu Agriculture, Xiamen Company and Quanzhou Company

The Company was incorporated under the laws of Bermuda and the Shares are listed on the Main Board of the Stock Exchange. The Company is an investment holding company and conducts businesses through its subsidiaries in the PRC. The Company and its subsidiaries are principally engaged in the growing, processing and sales of agricultural products, consumer food and beverage products.

Zhonglu Agriculture is an indirect wholly-owned subsidiary of the Company, principally engaged in the processing and sales of agricultural products. Xiamen Company is an indirect wholly-owned subsidiary of the Company, principally engaged in the sales of beverage products. Quanzhou Company is an indirect wholly-owned subsidiary of the Company, principally engaged in the processing and sales of beverage products.

The Disposed Business

The Target Company is a company recently incorporated in the PRC and is wholly-owned by Xiamen Company. The existing registered capital of the Target Company is RMB100,000,000. The Target Company currently does not have any operation. The Parties, Zhonglu Agriculture, Hubei Company and the Target Company have agreed to carry out the Restructuring to consolidate the Disposed Business under the Target Company.

The Disposed Business comprises the manufacturing, marketing and sale of beverage products (but excluding porridge or congee and beverage products in powder form), as carried on by the Seller Group Companies at any time during the 12 months prior to the date of the Equity Transfer agreement. Based on the proforma accounts of the assets and business to be disposed prepared in accordance with Hong Kong Financial Reporting Standards (the “**Proforma Accounts**”), the unaudited net profit of the business and assets to be disposed before and after taxation (i) for the year ended April 30, 2013 were approximately RMB229.4 million and RMB164.9 million, respectively; and (ii) for the year ended April 30, 2014 were RMB268.6 million and RMB193.0 million, respectively. Based on the Proforma Accounts, the unaudited net asset value of the assets and business to be disposed was approximately RMB1,364.1 million (equivalent to approximately HK\$1,705.1 million) as at October 31, 2014.

The Purchaser

The Purchaser is a company incorporated in the PRC with limited liability. It is principally engaged in the manufacturing and selling of beverage base and concentrates for non-alcoholic beverages.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Purchaser and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

REASONS FOR AND BENEFITS OF THE DISPOSAL AND USE OF NET SALE PROCEEDS

The Directors believe that the terms of the Disposal are fair and reasonable and are in the interests of the Shareholders and bondholders as a whole. It is expected that the Company will realise a gain on the Disposal before taxation of approximately RMB1,119.0 million (equivalent to approximately HK\$1,398.7 million) which is calculated as follows:

- agreed enterprise value of the Target Company of US\$400.5 million (equivalent to approximately RMB2,483.1 million based on an exchange rate of 6.2 from US\$ to RMB)

less

- unaudited net asset value of the assets and business to be disposed of as of October 31, 2014 of RMB 1,364.1 million.

As the purchase price is subject to adjustment, the gain on disposal may be adjusted accordingly.

In arriving at the Disposal decision, the Directors have considered the the Company's multi grain strategy as outlined in the section "Business of the Company after the Disposal" above. The Directors view the branded beverage business as the first step in implementing the Company's multi grain strategy. The Company will continue to pursue multi grain food and snacks business regardless of the Disposal. In addition, the Company will continue to have agricultural production and processing capability through third party owned or self-owned cultivation bases in the PRC.

The Disposal will substantially improve the Group's financial and liquidity position. Following Completion, the Company will receive payment of the purchase price. As of the date of this announcement, the Group has outstanding convertible bonds amount to approximately RMB690 million, outstanding high yield debt amounts to approximately HK\$380 million and outstanding balance of working capital loans amount to approximately RMB216 million. The proceeds of the Disposal, after they are dispersed following Completion, are intended to be in part applied towards repayment of such outstanding bonds and other indebtedness.

The Disposal will also enable the Group to further expand the business of the Remaining Group as outlined in the section "Business of the Company after the Disposal" above.

IMPLICATIONS OF THE DISPOSAL UNDER THE LISTING RULES

As some of the applicable percentage ratios in respect of the Disposal are over 75%, the Disposal constitutes a very substantial disposal of the Company and is therefore subject to announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

A SGM will be held for the Shareholders to consider and, if thought fit, pass the requisite resolutions to approve the Disposal. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder is required to abstain from voting for the resolutions to be proposed at the SGM.

A circular containing, among other things, further information on the Disposal and the notice of the SGM is expected to be despatched to the Shareholders by no later than 20 June 2015 to allow sufficient time to prepare and finalize the circular including, among others, compiling the financial information and indebtedness statement of the Group and such other information as required under the applicable Listing Rules for inclusion in the circular.

RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 9:00 a.m. on 16 April 2015 pending the release of this announcement. Application has been made to the Stock Exchange for resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 20 April 2015.

WARNING

The Disposal is subject to the Conditions under the Equity Transfer Agreement, which may or may not be fulfilled. Fulfillment of all the Conditions is likely to take an extended period of time and Shareholders of the Company and potential investors should exercise caution when they deal or contemplate dealing in the Shares or other securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires.

“Anti-Monopoly Law”	Anti-Monopoly Law of the PRC promulgated by the National People’s Congress on 30 August 2007 and implemented as of 1 August 2008;
“Board”	the board of directors of the Company;
“business day”	any day other than a Saturday or Sunday or public holiday in the PRC or the United States of America;
“CCBSL”	可口可樂飲料（上海）有限公司（Coca-Cola Beverages (Shanghai) Company Limited*), a limited liability company incorporated in the PRC;
“Company”	China Culiangwang Beverages Holdings Limited (中國粗糧王飲品控股有限公司), a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange;
“Completion”	the completion of the Disposal;
“Completion Date”	(a) the date (not being later than the Long Stop Date) by 5:00 p.m. of which the last of the Conditions to be satisfied or waived is satisfied or waived or (b) if the last of the Conditions to be satisfied or waived is satisfied or waived after 5:00 p.m. on such date or if such date is not a business day, then the next following business day or (c) such other date as the Purchaser and the Seller may agree in writing;
“Conditions”	the conditions to the Completion as set out in the Equity Transfer Agreement;
“Directors”	the directors of the Company;

“Disposal”	the disposal of the entire equity interest in the Target Company by the Seller to the Purchaser in accordance with the terms of the Equity Transfer Agreement;
“Disposed Business”	the business of the manufacturing, marketing and sale of beverage products (but excluding porridge or congee and beverage products in powder form), as carried on by the Seller Group Companies at any time during the 12 months prior to the date of the Equity Transfer Agreement;
“Equity Target Companies”	collectively Quanzhou Newco, Tianmen Company and Hebei Company;
“Equity Transfer Agreement”	the equity transfer agreement dated 15 April 2015 entered into by and among the Company, the Seller, Quanzhou Company and the Purchaser in relation to the Disposal;
“Founder”	Mr. Sun Shao Feng;
“Group”	the Company and its subsidiaries;
“Government Authority”	any national, provincial, municipal or local legislative body, government, administrative or regulatory body or department, court, tribunal, arbitrator or anybody exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;
“Hebei Company”	中綠河北飲品科技開發有限公司 (China Green Hebei Beverages Science and Technology Development Co., Ltd.*), a limited liability company incorporated in the PRC and an indirect wholly-owned subsidiary of the Company;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Hubei Company”	中綠(湖北)實業發展有限公司 (China Green Hubei Industry Co., Ltd.*), a limited liability company incorporated in the PRC and an indirect wholly-owned subsidiary of the Company;

“IP Transferors”	中綠食品集團有限公司 (China Green Foods Group Co., Ltd.*), Force Sky Limited and the Company;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Long Stop Date”	the date that is eighteen months from the date of the Equity Transfer Agreement or such other date as the Purchaser and the Seller may agree in writing;
“MOFCOM”	the Ministry of Commerce of the PRC or any of its relevant local counterparts authorised by applicable PRC law;
“PRC”	the People’s Republic of China which, for the purpose of this announcement, exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
“Purchaser”	CCBSL;
“Quanzhou Company”	中綠(泉州)食品開發有限公司 (Zhonglu (Quanzhou) Green Foods Developing Co., Ltd.*), a sino foreign equity joint venture enterprise incorporated in the PRC, which is an indirect wholly-owned subsidiary of the Company;
“Quanzhou Newco”	泉州粗糧王飲品開發有限公司 (Quanzhou Culiangwang Beverage Development Co., Ltd.*), a limited liability company incorporated in the PRC and is wholly-owned by Quanzhou Company;
“Remaining Group”	the Company and its subsidiaries immediately after Completion, without taking into account any proposed acquisitions or investments by the Company;
“Restructuring Agreement”	the Restructuring Agreement dated on the same date as the Equity Transfer Agreement pursuant to which the Restructuring will be carried out;
“RMB”	Renminbi, the lawful currency of the PRC;
“Seller”	Xiamen Company;

“Seller Group Companies”	the Company, the Transferring Companies, the Equity Target Companies, Zhonglu Agriculture, Hubei Company, the IP Transferors and the Seller;
“Seller Warrantors”	the Company, the Transferring Companies and the Seller;
“SGM”	the special general meeting of the Company to be convened for the purpose of considering, and if thought fit, approving, among other things, the Equity Transfer Agreement, the Restructuring Agreement and the transactions contemplated thereunder;
“Shares”	ordinary share(s) with a par value of HK\$0.1 each in the capital of the Company;
“Shareholders”	holder(s) of the Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Target Company”	廈門粗糧王飲品科技有限公司 (Xiamen Culiangwang Beverage Technology Co., Ltd.*), a limited liability company incorporated in the PRC and wholly-owned by Xiamen Company;
“Target Group”	Target Company and its subsidiaries;
“Target Group Company”	Target Company or a subsidiary of the Target Company;
“Tianmen Company”	中綠(天門)飲品科技有限公司 (China Green (Tianmen) Beverages Science and Technology Development Co., Ltd*), a limited liability company incorporated in the PRC and an indirect wholly-owned subsidiary of the Company;
“Transferring Companies”	Quanzhou Company and Xiamen Company;
“Transaction Documents”	the Equity Transfer Agreement, the Restructuring Agreement, the Transitional Services Agreement, the Supply Agreement and other ancillary documents entered into by any or all of the parties as necessary to implement the transaction contemplated hereunder and thereunder;

“US\$”	United States dollars, the lawful currency of the United States of America;
“Xiamen Company”	中綠之源（廈門）貿易有限公司 (China Green Resources (Xiamen) Sales Co., Ltd.*), a limited liability company incorporated in the PRC, which is an indirect wholly-owned subsidiary of the Company;
“Zhonglu Agriculture”	中綠（福建）農業綜合開發有限公司 (Zhonglu (Fujian) Agriculture Comprehensive Development Company Limited*), a limited liability company incorporated in the PRC, which is an indirect wholly-owned subsidiary of the Company; and
%	per cent.

Notes:

In this announcement, figures in US\$ and RMB are translated to HK\$ at the exchange rate of US\$1.00 = HK\$7.75 and RMB1.00 = HK\$1.25, respectively, for illustration purposes only.

* *English names of the PRC established companies in this announcement are only translations of their official Chinese names solely for identification purpose. In case of inconsistency, the Chinese names prevail.*

On behalf of the Board
China Culiangwang Beverages Holdings Limited
Sun Shao Feng
Chairman

Hong Kong, 17 April 2015

As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Sun Shao Feng (Chairman and Chief Executive Officer) and Mr. Chen Changgai; and three independent non-executive Directors, namely Mr. Wei Xiongwen, Mr. Hu Ji Rong and Mr. Zeng Shaoxiao.