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WANG ON GROUP LIMITED
(宏安集團有限公司)*

(Incorporated in Bermuda with limited liability)

(Stock Code: 1222)

**DISCLOSEABLE TRANSACTION REGARDING
ADVANCE TO CHINA AGRI-PRODUCTS EXCHANGE LIMITED**

Loan Facility from the Lender to CAP

On 13 February 2015, the Lender, an indirect wholly-owned subsidiary of the Company, entered into the Loan Agreement for the grant to the Borrower the Loan Facility in an aggregate sum of not exceeding HK\$110.0 million at an interest rate of 12.0% per annum during the Availability Period.

Implications under the Listing Rules and the Takeovers Code

The transaction contemplated under the Loan Agreement constitutes a discloseable transaction for the Company under the Listing Rules on the basis that (i) the applicable percentage ratios (as defined under the Listing Rules) in respect of the Loan Agreement exceed 5% and are below 25%; and (ii) the transaction contemplated under the Loan Agreement, when aggregated with the Outstanding Indebtedness, would not result in a higher transaction classification under Chapter 14 of the Listing Rules. The transaction contemplated under the Loan Agreement is therefore only subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

* *For identification purpose only*

Any repayment by the Borrower of indebtedness owed to the Lender under the Loan Agreement using a portion of the aggregate net proceeds of the Borrower's proposed rights issue (see the joint announcement of, among others, the Company and the Borrower dated 8 January 2015 for further details) will constitute a "special deal" under Rule 25 of the Takeovers Code and will be conditional upon obtaining the consent of the Executive under Note 5 to Rule 25 of the Takeovers Code. The Executive will normally consent to such a special deal provided that: (i) the independent financial adviser to the independent committee of the Borrower's board and its independent shareholders publicly states in its opinion that the special deal is an arm's length transaction on normal commercial terms and that its terms are fair and reasonable; and (ii) it is approved by the Borrower's independent shareholders at the special general meeting of the Borrower in relation to, among others, its proposed rights issue, by way of poll. An application will be made to the Executive for its consent to the special deal pursuant to Note 5 to Rule 25 of the Takeovers Code. See the joint announcement of, among others, the Company and the Borrower dated 8 January 2015 and the announcement of the Borrower dated 13 February 2015, for further details.

THE LOAN AGREEMENT

Summarised below are the principal terms of the Loan Agreement:

Date	13 February 2015
Lender	Double Leads, an investment holding company incorporated in the British Virgin Islands with limited liability and is indirectly wholly owned by the Company as at the date of this announcement
Borrower	CAP
Loan Facility	An unsecured revolving credit facility in an aggregate amount of not exceeding HK\$110.0 million

The Loan Facility will be made available to the Borrower in one or multiple drawdown(s) in an aggregate amount of not exceeding HK\$110.0 million. An advance repaid is available for further drawing. The Borrower may at any time without penalty or any other charges prepay the whole or any part of the amount outstanding which is a multiple of HK\$1.0 million under the Loan Facility, provided that not less than three days' (or such shorter period as the Lender may agree) prior written notice specifying the amount and the proposed repayment date is provided

The Lender may, at its absolute discretion, reject any drawdown request from the Borrower and the Lender shall have no obligation to advance such amount of loan to the Borrower in respect of such drawdown request. The Borrower shall have no claims whatsoever against the Lender in the event of such rejection and, to the extent that any such claims do exist, hereby irrevocably and unconditionally waives any and all such claim against the Lender

Interest rate

12.0% per annum and the interest accrued will be payable on an annual basis

Availability Period

The period commencing from the date of the Loan Agreement and ending on the earlier of (a) the date falling one month prior to the maturity date; and (b) the date on which the Loan Facility is cancelled or terminated under the provision of the Loan Agreement.

Loan maturity date

The expiry of 12 months from the date of the Loan Agreement

Conditions

The Lender will make the Loan Facility available to the Borrower in reliance upon the representations and warranties set out in the Loan Agreement

Pursuant to the Loan Agreement, the Lender agreed to grant the Loan Facility to the Borrower during the Availability Period at an interest rate of 12.0% per annum which was determined with reference to factors, including, among others, (i) the prevailing Hong Kong best lending rate as quoted by The Hongkong and Shanghai Banking Corporation Limited, being 5.0% per annum; and (ii) the interest rate of the previous loan facilities granted to the Borrower. The full principal amount of each drawdown and all outstanding interest thereon (if any) will be repayable by the Borrower no later than 12 February 2016. The Loan Facility granted to the Borrower will be funded by internal resources of the Group.

As at the date of this announcement, the Group is a shareholder of the Borrower, holding approximately 0.03% of its entire issued share capital. As at the date hereof, Mr. Chan Chun Hong, Thomas, an executive Director, is also an executive director of the Borrower. Save for the foregoing, to the best of the knowledge, information and belief of the Directors after making all reasonable enquiries, the Borrower and its ultimate beneficial owner are third parties independent of and not connected with the Group.

As at the date of this announcement, the Borrower is indebted to the Group in an aggregate principal amount of approximately HK\$17.2 million under a loan facility letter dated 28 November 2014 entered into between the Lender and the Borrower which is non-interest bearing, unsecured and will be due on 31 May 2015.

REASONS FOR AND BENEFITS OF THE LOAN AGREEMENT

The Lender is principally engaged in property investment and property development in Hong Kong, management and sub-licensing of Chinese wet markets in Hong Kong and the PRC. It also has interests in the pharmaceutical business through its investments in WYT.

The Borrower is principally engaged in the business of management and sales of agricultural produce exchanges markets in the PRC. The Group is a shareholder of the Borrower. In view of the development prospects of the Borrower, the Directors consider that it is in the interest of the Shareholders to support the development of the Borrower through this short-term loan financing with an aim to generate return to Shareholders in long run as a direct shareholder of the Borrower. Furthermore, the Loan Agreement provides the Company with a higher and stable interest income in the short term.

The Directors are of the view that the terms of the Loan Agreement are on normal commercial terms and fair and reasonable as far as the Company and the Shareholders are concerned and thus the entering into of the Loan Agreement is in the interests of the Group and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES AND THE TAKEOVERS CODE

The transaction contemplated under the Loan Agreement constitutes a discloseable transaction for the Company under the Listing Rules on the basis that (i) the applicable percentage ratios (as defined under the Listing Rules) in respect of the Loan Agreement exceed 5% and are below 25%; and (ii) the transaction contemplated under the Loan Agreement, when aggregated with the Outstanding Indebtedness, would not result in a higher transaction classification under Chapter 14 of the Listing Rules. The transaction contemplated under the Loan Agreement is therefore only subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

Any repayment by the Borrower of indebtedness owed to the Lender under the Loan Agreement using a portion of the aggregate net proceeds of the Borrower's proposed rights issue (see the joint announcement of, among others, the Company and the Borrower dated 8 January 2015 for further details) will constitute a "special deal" under Rule 25 of the Takeovers Code and will be conditional upon obtaining the consent of the Executive under Note 5 to Rule 25 of the Takeovers Code. The Executive will normally consent to such a special deal provided that: (i) the independent financial adviser to the independent committee of the Borrower's board and its independent shareholders publicly states in its opinion that the special deal is an arm's length transaction on normal commercial terms and that its terms are fair and reasonable; and (ii) it is approved by the Borrower's independent shareholders at the special general meeting of the Borrower in relation to, among others, its proposed rights issue, by way of poll. An application will be made to the Executive for its consent to the special deal pursuant to Note 5 to Rule 25 of the Takeovers Code. See the joint announcement of, among others, the Company and the Borrower dated 8 January 2015 and the announcement of the Borrower dated 13 February 2015, for further details.

DEFINITIONS

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

"Availability Period"	the period commencing from the date of the Loan Agreement and ending on the earlier of (a) the date falling one month prior to the maturity date; and (b) on the date on which the Loan Facility is cancelled or terminated under the provision of the Loan Agreement
"Board"	the board of the Directors

“CAP” or “Borrower”	China Agri-Products Exchange Limited 中國農產品交易有限公司, an exempted company incorporated in Bermuda with limited liability whose shares are listed and traded on the main board of the Stock Exchange (Stock Code: 0149)
“Company”	Wang On Group Limited (宏安集團有限公司)*, an exempted company incorporated in Bermuda with limited liability whose Shares are listed and traded on the main board of the Stock Exchange (Stock Code: 1222)
“Director(s)”	the directors of the Company
“Double Leads” or “Lender”	Double Leads Investments Limited, an investment holding company incorporated in the British Virgin Islands with limited liability and is indirectly wholly owned by the Company as at the date of this announcement
“Executive”	the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong or any of its delegate(s)
“Group”	the Company together with its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement”	the loan agreement dated 13 February 2015 entered into between the Lender and the Borrower pursuant to which the Lender agreed to advance the Loan Facility to the Borrower
“Loan Facility”	an unsecured revolving credit facility in the maximum aggregate amount of HK\$110.0 million granted by the Lender to the Borrower pursuant to the Loan Agreement

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“Outstanding Indebtedness”	a non-interest bearing and unsecured loan in an aggregate principal amount of approximately HK\$17.2 million provided by the Lender to the Borrower under a loan facility letter dated 28 November 2014 which will be due on 31 May 2015
“PRC”	the People’s Republic of China, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Share(s)”	the ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	the holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning as ascribed thereto under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Takeovers Code”	The Code on Takeovers and Mergers promulgated by the Securities and Futures Commission of Hong Kong
“%”	per cent.

By Order of the Board
WANG ON GROUP LIMITED
(宏安集團有限公司)*
Chan Chun Hong, Thomas
Managing Director

Hong Kong, 13 February 2015

As at the date of this announcement, the executive Directors are Mr. Tang Ching Ho, Ms. Yau Yuk Yin and Mr. Chan Chun Hong, Thomas, and the independent non-executive Directors are Dr. Lee Peng Fei, Allen, Mr. Wong Chun, Justein, Mr. Siu Yim Kwan, Sidney and Mr. Siu Kam Chau.

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