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## **EVER HARVEST GROUP HOLDINGS LIMITED**

**永豐集團控股有限公司**

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

**(Stock Code: 1549)**

### **(1) DISCLOSEABLE AND CONNECTED TRANSACTION IN RELATION TO ACQUISITION OF BARGES**

### **(2) CHANGE IN USE OF PROCEEDS**

#### **THE ACQUISITION**

Reference is made to the voluntary announcement of the Company dated 2 November 2018. The Board is pleased to announce that after trading hours of the Stock Exchange on 10 December 2018, the Purchaser, a wholly-owned subsidiary of the Company and the Vendors entered into the Agreements pursuant to which the Purchaser agreed to purchase and the Vendors agreed to sell the Barges at the Consideration of HK\$19,450,000.

#### **LISTING RULES IMPLICATION**

As one or more of the applicable percentage ratios in respect of the Acquisition is greater than 5% but less than 25%, as calculated under Rule 14.07 of the Listing Rules, the Acquisition constitutes a discloseable transaction for the Company and is subject to the notification and publication requirements under Chapter 14 of the Listing Rules.

Vendor 1, Vendor 2 and Vendor 3 are beneficially owned by Mr. Lau Yu Leung and Madam Tong Hung Sum, each a Director and Controlling Shareholder. Each of the Vendors is therefore an associate of a connected person of the Company under Chapter 14A of the Listing Rules. The Acquisition constitutes a connected transaction for the Company under Chapter 14A of the Listing Rules, which will be subject to reporting, announcement and the Independent Shareholders' approval requirements under the Listing Rules.

Pursuant to the articles of association of the Company and the Listing Rules, a Director shall not vote on any resolution of the Board in respect of any contract or arrangement or proposal in which he or any of his associate(s) has/have a material interest, and if he shall do so his vote shall not be counted. Accordingly, all the executive Directors (namely, Mr. Lau Yu Leung, Mr. Lau Tak Fung Wallace and Mr. Lau Tak Kee Henry) and the non-executive Director (namely, Madam Tong Hung Sum) are required to abstain and have abstained from voting on the relevant Board resolutions to approve the Agreements and the transactions contemplated thereunder.

An EGM will be held for the Independent Shareholders to consider, and if thought fit, approve, the Agreements and the transactions contemplated thereunder. Given their interests in the Acquisition, Mr. Lau Yu Leung, Mr. Lau Tak Fung Wallace, Mr. Lau Tak Kee Henry and Madam Tong Hung Sum and their associates will abstain from voting for the approval of the Agreements and the transactions contemplated thereunder at the EGM.

A circular containing, among other things, (i) details of the transactions under the Agreements, (ii) a letter from the Independent Board Committee with its recommendation to the Independent Shareholders, (iii) a letter from the Independent Financial Adviser containing its advice to the Independent Board Committee and the Independent Shareholders, (iv) the valuation report from RHL Appraisal Limited and (v) notice convening the EGM, will be despatched to the Shareholders and in according with the Listing Rules on or before 3 January 2019.

#### **CHANGE IN USE OF PROCEEDS**

The Board resolved to adjust the allocation of the use of Net Proceeds from the initial public offering of the Company, as detailed in the section headed “**CHANGE IN USE OF PROCEEDS**” below.

Reference is made to the voluntary announcement of the Company dated 2 November 2018. The Board is pleased to announce that after trading hours of the Stock Exchange on 10 December 2018, the Purchaser, a wholly-owned subsidiary of the Company and the Vendors entered into the Agreements pursuant to which the Purchaser agreed to purchase and the Vendors agreed to sell the Barges at the Consideration of HK\$19,450,000.

#### **AGREEMENT 1**

Date: 10 December 2018

#### **Parties**

- (1) Vendor 1; and
- (2) the Purchaser.

### **Asset to be acquired**

Vendor 1 agreed to sell Barge 1 to the Purchaser.

Barge 1 is a 1993 built dumb lighter, namely “永豐 112”. Barge 1, at the time of its delivery, will be free from all encumbrances (including mortgages, charters and liens (including maritime liens) created by Vendor 1 or against Barge 1 by any third party).

The net profits (losses) before and after taxation and extraordinary items attributable to Barge 1 for the financial years ended 31 December 2016 and 31 December 2017 were as follows:

	Financial year ended 31 December 2017 HK\$	Financial year ended 31 December 2016 HK\$
Net profits (losses) before taxation and extraordinary items attributable to Barge 1	286,000	(137,000)
Net profits (losses) after taxation and extraordinary items attributable to Barge 1	286,000	(137,000)

### **Consideration**

Pursuant to the terms of Agreement 1, the consideration of HK\$2,950,000 (“**Consideration 1**”) shall be payable in cash by the Purchaser to Vendor 1 on or before the delivery of Barge 1.

Consideration 1 has been arrived at based on normal commercial terms after arm’s length negotiations between the Purchaser and Vendor 1 and was determined after taking into account (i) the market intelligence that the Group has gathered from its own analysis of recently concluded sale and purchase of barges of comparable size and year of built in the market; and (ii) the valuation of Barge 1 as at 20 November 2018 of approximately HK\$2,950,000 as appraised by RHL Appraisal Limited, an independent valuer.

### **Condition Precedent**

Vendor 1’s obligation to sell and the Purchaser’s obligation to purchase Barge 1 under Agreement 1 are conditional upon the approval of Agreement 1 and the transactions contemplated thereunder by the Shareholders having been obtained.

## **Delivery and Completion**

Barge 1 shall be delivered to the Purchaser on an “as is, where is” basis, together with certificate of ownership and operating licence of Barge 1. Barge 1 and risks associated with it shall rest with Vendor 1 until it is delivered to the Purchaser, and Vendor 1 shall be responsible for all creditor’s rights and debts relating to Barge 1 before the Completion Date.

Barge 1 is expected to be delivered on the Completion Date. Upon completion of Agreement 1, Vendor 1 will cease to have any interest in Barge 1.

## **Termination**

If Barge 1 becomes an actual, constructive or compromised total loss before delivery, Agreement 1 shall be null and void.

If Consideration 1 is not paid in accordance with Agreement 1, Vendor 1 shall have the right to terminate Agreement 1. Vendor 1 shall not be entitled to claim further compensation for its losses and for all expenses incurred thereunder.

If Vendor 1 fails to deliver Barge 1 in accordance with Agreement 1, the Purchaser shall have the option to terminate Agreement 1, and Vendor 1 shall compensate the Purchaser for its losses and for all expenses if the failure is due to proven negligence of Vendor 1 and whether or not the Purchaser terminates Agreement 1.

## **AGREEMENT 2**

Date: 10 December 2018

### **Parties**

- (1) Vendor 2; and
- (2) the Purchaser.

### **Asset to be acquired**

Vendor 2 agreed to sell Barge 2 to the Purchaser.

Barge 2 is a 1994 built dumb lighter, namely “Ever Harvest 113”. Barge 2, at the time of its delivery, will be free from all encumbrances (including mortgages, charters and liens (including maritime liens) created by Vendor 2 or against Barge 2 by any third party).

The net losses before and after taxation and extraordinary items attributable to Barge 2 for the financial years ended 31 December 2016 and 31 December 2017 were as follows:

	Financial year ended 31 December 2017 HK\$	Financial year ended 31 December 2016 HK\$
Net losses before taxation and extraordinary items attributable to Barge 2	(393,000)	(420,000)
Net losses after taxation and extraordinary items attributable to Barge 2	(393,000)	(420,000)

### **Consideration**

Pursuant to the terms of Agreement 2, the consideration of HK\$3,500,000 (“**Consideration 2**”) shall be payable in cash by the Purchaser to Vendor 2 on or before the delivery of Barge 2.

Consideration 2 has been arrived at based on normal commercial terms after arm’s length negotiations between the Purchaser and Vendor 2 and was determined after taking into account (i) the market intelligence that the Group has gathered from its own analysis of recently concluded sale and purchase of barges of comparable size and year of built in the market; and (ii) the valuation of Barge 2 as at 20 November 2018 of approximately HK\$3,500,000 as appraised by RHL Appraisal Limited.

### **Condition Precedent**

Vendor 2’s obligation to sell and the Purchaser’s obligation to purchase Barge 2 under Agreement 2 are conditional upon the approval of Agreement 2 and the transactions contemplated thereunder by the Shareholders having been obtained.

### **Delivery and Completion**

Barge 2 shall be delivered to the Purchaser on an “as is, where is” basis, together with certificate of ownership and operating licence of Barge 2. Barge 2 and risks associated with it shall rest with Vendor 2 until it is delivered to the Purchaser, and Vendor 2 shall be responsible for all creditor’s rights and debts relating to Barge 2 before the Completion Date.

Barge 2 is expected to be delivered on the Completion Date. Upon completion of Agreement 2, Vendor 2 will cease to have any interest in Barge 2.

### **Termination**

If Barge 2 becomes an actual, constructive or compromised total loss before delivery, Agreement 2 shall be null and void.

If Consideration 2 is not paid in accordance with Agreement 2, Vendor 2 shall have the right to terminate Agreement 2. Vendor 2 shall not be entitled to claim further compensation for its losses and for all expenses incurred thereunder.

If Vendor 2 fails to deliver Barge 2 in accordance with Agreement 2, the Purchaser shall have the option to terminate Agreement 2 and Vendor 2 shall compensate the Purchaser for its losses and for all expenses if the failure is due to proven negligence of Vendor 2 and whether or not the Purchaser terminates Agreement 2.

**AGREEMENT 3**

Date: 10 December 2018

**Parties**

- (1) Vendor 3; and
- (2) the Purchaser.

**Asset to be acquired**

Vendor 3 agreed to sell Barge 3 to the Purchaser.

Barge 3 is a 2004 built dumb lighter, namely “Ever Harvest 118”. Barge 3, at the time of its delivery, will be free from all encumbrances (including mortgages, charters and liens (including maritime liens) created by Vendor 3 or against Barge 3 by other third party).

The net profits (losses) before and after taxation and extraordinary items attributable to Barge 3 for the financial years ended 31 December 2016 and 31 December 2017 were as follows:

	Financial year ended 31 December 2017 <i>HK\$</i>	Financial year ended 31 December 2016 <i>HK\$</i>
Net profits (losses) before taxation and extraordinary items attributable to Barge 3	152,000	(285,000)
Net profits (losses) after taxation and extraordinary items attributable to Barge 3	152,000	(285,000)

**Consideration**

Pursuant to the terms of Agreement 3, the consideration of HK\$13,000,000 (“**Consideration 3**”) shall be payable in cash by the Purchaser to Vendor 3 on or before the delivery of Barge 3.

Consideration 3 has been arrived at based on normal commercial terms after arm's length negotiations between the Purchaser and Vendor 3 and was determined after taking into account (i) the market intelligence that the Group has gathered from its own analysis of recently concluded sale and purchase of barges of comparable size and year of built in the market; and (ii) the valuation of Barge 3 as at 20 November 2018 of approximately HK\$13,000,000 as appraised by RHL Appraisal Limited.

### **Condition Precedent**

Vendor 3's obligation to sell and the Purchaser's obligation to purchase Barge 3 under Agreement 3 are conditional upon the approval of Agreement 3 and the transactions contemplated thereunder by the Shareholders having been obtained.

### **Delivery and Completion**

Barge 3 shall be delivered to the Purchaser on an "as is, where is" basis, together with certificate of ownership and operating licence of Barge 3. Barge 3 and risks associated with it shall rest with Vendor 3 until it is delivered to the Purchaser, and Vendor 3 shall be responsible for all creditor's rights and debts relating to Barge 3 before the Completion Date.

Barge 3 is expected to be delivered on the Completion Date. Upon completion of Agreement 3, Vendor 3 will cease to have any interest in Barge 3.

### **Termination**

If Barge 3 becomes an actual, constructive or compromised total loss before delivery, Agreement 3 shall be null and void.

If Consideration 3 is not paid in accordance with Agreement 3, Vendor 3 shall have the right to terminate Agreement 3. Vendor 3 shall not be entitled to claim further compensation for its losses and for all expenses incurred thereunder.

If Vendor 3 fails to deliver Barge 3 in accordance with Agreement 3, the Purchaser shall have the option to terminate Agreement 3 and Vendor 3 shall compensate the Purchaser for its losses and for all expenses if the failure is due to proven negligence of Vendor 3 and whether or not the Purchaser terminates Agreement 3.

### **INFORMATION ON THE VENDORS**

Each of the Vendors is incorporated in Hong Kong and is principally engaged in providing its self-owned barges for hire and transportation service.

Vendors 1 and 3 are owned as to 50% by Mr. Lau Yu Leung and 50% by Madam Tong Hung Sum, each a Director and Controlling Shareholder.

Vendor 2 is owned as to 55% by Mr. Lau Yu Leung and 45% by Madam Tong Hung Sum, each a Director and Controlling Shareholder.

## **INFORMATION ON THE GROUP**

The Group is principally engaged in feeder shipping services, carrier owned container services and sea freight forwarding agency services.

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

A master services agreement has been entered into between China-HK Shipping Limited and the Company on 30 June 2016, for a term commencing on 6 July 2016 and ending on 31 December 2018 for the provision of the barge services. China-HK Shipping Limited charters the Barges from the Vendors and provides the barge services to the Group. For the two years ended 31 December 2017 and 6 months ended 30 June 2018, the Group paid HK\$18,516,000, HK\$13,415,000 and HK\$5,874,000 respectively under the master services agreement.

As the master services agreement will expire on 31 December 2018, the Group believes that it is an appropriate time to review the master services agreement. The Group also considers that the Acquisition, being a vertical integration, will substantially reduce costs in relation to the continuing provision of barge services, and improve efficiency in providing barge services to the Group.

The Directors (excluding the independent non-executive Directors, who will give their opinion after considering the recommendations from the Independent Financial Adviser) consider that the Acquisition is in the interest of the Company and the Independent Shareholders of the Company as a whole.

## **LISTING RULES IMPLICATION**

As one or more of the applicable percentage ratios in respect of the Acquisition is greater than 5% but less than 25%, as calculated under Rule 14.07 of the Listing Rules, the Acquisition constitutes a discloseable transaction for the Company and is subject to the notification and publication requirements under Chapter 14 of the Listing Rules.

Vendor 1, Vendor 2 and Vendor 3 are beneficially owned by Mr. Lau Yu Leung and Madam Tong Hung Sum, each a Director and Controlling Shareholder. Each of the Vendors is therefore an associate of a connected person of the Company under Chapter 14A of the Listing Rules. The Acquisition constitutes a connected transaction for the Company under Chapter 14A of the Listing Rules, which will be subject to reporting, announcement and the Independent Shareholders' approval at the EGM.

An Independent Board Committee, comprising Mr. Lo Wan Sing Vincent, Mr. Lam Lo, Mr. Lee Ka Lun and Mr. Kam Leung Ming, all being independent non-executive Directors, has been formed to advise the Independent Shareholders in relation to the Agreements and the transactions contemplated thereunder. Veda Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders as to whether or not the terms of the Agreements are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business so far as the Independent Shareholders are concerned and are in the interest of the Company and the Shareholders as a whole.



Pursuant to the articles of association of the Company and the Listing Rules, a Director shall not vote on any resolution of the Board in respect of any contract or arrangement or proposal in which he or any of his associate(s) has/have a material interest, and if he shall do so his vote shall not be counted. Accordingly, all the executive Directors (namely, Mr. Lau Yu Leung, Mr. Lau Tak Fung Wallace and Mr. Lau Tak Kee Henry) and the non-executive Director (namely, Madam Tong Hung Sum) are required to abstain and have abstained from voting on the relevant Board resolutions to approve the Agreements and the transactions contemplated thereunder.

An EGM will be held for the Independent Shareholders to consider, and if thought fit, approve, the Agreements and the transactions contemplated thereunder. Given their interests in the Acquisition, Mr. Lau Yu Leung, Mr. Lau Tak Fung Wallace, Mr. Lau Tak Kee Henry and Madam Tong Hung Sum and their associates will abstain from voting for the approval of the Agreements and the transactions contemplated thereunder at the EGM.

A circular containing, among other things, (i) details of the transactions under the Agreements, (ii) a letter from the Independent Board Committee with its recommendation to the Independent Shareholders, (iii) a letter from the Independent Financial Adviser containing its advice to the Independent Board Committee and the Independent Shareholders, (iv) the valuation report from RHL Appraisal Limited and (v) notice convening the EGM, will be despatched to the Shareholders and in according with the Listing Rules on or before 3 January 2019.

## **CHANGE IN USE OF PROCEEDS**

References are made to (1) the prospectus dated 23 June 2016 in respect of the Group's initial public offering (the "**Prospectus**"); (2) the announcement dated 19 May 2017 in relation to the change in use of proceeds (the "**2017 Announcement**"); and (3) the 2018 interim report published on 14 September 2018 (the "**Interim Report**"). The Board wishes to announce that, after careful consideration and detailed evaluation of the Company's current operations and for the reasons stated in the paragraph headed "Reasons for the changes in the use of proceeds" below, the Board resolved to further adjust the allocation of the use of the net proceeds from the initial public offering of the Company, amounted to approximately HK\$80,300,000 (the "**Net Proceeds**").

### **Use of proceeds under the Prospectus and the 2017 Announcement**

As disclosed in the Prospectus and revised by the 2017 Announcement, the Directors intended to apply the Net Proceeds as follows:

- approximately 45% of the Net Proceeds for addition of three to four vessels to the Group's vessel fleet ("**Expansion of the Group's vessel fleet**");
- approximately 40% of the Net Proceeds for the acquisition of headquarter in Hong Kong ("**Acquisition of headquarter in Hong Kong**");

- approximately 5% of the Net Proceeds for acquiring additional containers, and upgrading computer system and software to support the Group’s business growth (“**Acquiring additional containers and upgrading computer system and software**”); and
- approximately 10% of the Net Proceeds for general working capital of the Group (“**General working capital**”).

The table below sets out the summary of utilisation of the Net Proceeds as at 30 June 2018 and adjusted allocation after the change in use of proceeds proposed herein:

<b>Intended applications</b>	<b>Allocation of Net Proceeds as disclosed in the Prospectus HK\$’ million</b>	<b>Allocation as at the date of the 2017 Announcement HK\$’ million</b>	<b>Amount utilised as at 30 June 2018 HK\$’ million</b>	<b>Adjusted allocation after the change in use of proceeds proposed herein HK\$’ million</b>
Expansion of the Group’s vessel fleet	36.1	36.1	–	–
Development of container depot in Pingtan Free Trade Zone	32.2	–	–	–
Acquisition of headquarter in Hong Kong	–	32.2	(32.2)	–
Acquiring additional containers and upgrading computer system and software	4.0	4.0	(4.0)	3.0
General working capital	8.0	8.0	(8.0)	3.65
Funding the Acquisition	–	–	–	19.45
Operating expenses of the Barges after the Acquisition	–	–	–	10.0
	<u>80.3</u>	<u>80.3</u>	<u>(44.2)</u>	<u>36.1</u>

### **Reasons for the changes in the use of proceeds**

As shown above, proceeds of approximately HK\$36,100,000 from listing remains unutilised due to unfavorable market conditions for sea freight transportation and freight forwarding services in Hong Kong and in the southern China. In recent years, the absence of government grants, keener price competition among peers and increasing international fuel price have contributed to uncertainty of the industry. Further, the Sino-US trade war may further adversely affect the future performance of regional shipping carriers.

After considering the uncertainties for the freight forwarding industry in Hong Kong and in the southern China, and the corresponding business risks by acquisition of feeder vessels resulting in horizontal expansion, the Board decided to strengthen our ties with service provider through acquisition of barges instead of feeder vessels.

Furthermore, the Board considers that further investment for additional containers and upgrading computer system and software are necessary and ancillary to existing services and provision of barge services.

The above measures allow the Group to strengthen its cost effectiveness and thus may help tide it over the hard time in the regional waterborne trade and freight service provider industry. As such, the Board anticipates that the unutilised proceeds may not be used for its original purpose, i.e. the Expansion of the Group's vessel fleet in the near future. The Group will keep searching for opportunities while maintaining its strengths for a recovery in the industry in the future.

In order to better deploy the resources of the Group, the Board decided to re-allocate approximately HK\$36,100,000 which was originally planned for the Expansion of the Group's vessel fleet to (1) fund the Acquisition if the Acquisition proceeds to completion; (2) operating expenses of the Barges; (3) acquire additional containers and upgrade computer system and software; and (4) general working capital. The original plans for the Expansion of the Group's vessel fleet will be withheld and/or financed by internally generated resources of the Group.

#### **THE BOARD'S VIEWS ON THE CHANGES IN THE USE OF NET PROCEEDS**

The Board considers that the aforesaid proposed change in use of proceeds is in the interests of the Group and the Shareholders as a whole.

The Board (including the independent non-executive Directors) confirms that (i) there is no material change in the nature of business as set out in the Prospectus; (ii) there is no material change in the existing operation and business of the Group since the listing of the Company on the Stock Exchange up to the date of this announcement and (iii) the proposed change in use of Net Proceeds will not adversely affect the existing operation and business of the Group.

## DEFINITIONS

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

“Acquisition”	the acquisition of the Barges by the Purchaser from the Vendors pursuant to the Agreements;
“Agreements”	collectively, Agreement 1, Agreement 2 and Agreement 3;
“Agreement 1”	the agreement dated 10 December 2018 entered into between Vendor 1 and the Purchaser in relation to the Acquisition;
“Agreement 2”	the agreement dated 10 December 2018 entered into between Vendor 2 and the Purchaser in relation to the Acquisition;
“Agreement 3”	the agreement dated 10 December 2018 entered into between Vendor 3 and the Purchaser in relation to the Acquisition;
“associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Barges”	collectively, Barge 1, Barge 2 and Barge 3;
“Barge 1”	永豐 112, owned by Vendor 1 as at the date of the announcement;
“Barge 2”	Ever Harvest 113, owned by Vendor 2 as at the date of the announcement;
“Barge 3”	Ever Harvest 118, owned by Vendor 3 as at the date of the announcement;
“Board”	the board of Directors;
“Company”	Ever Harvest Group Holdings Limited, a company incorporated in Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange;
“Completion Date”	a date within one (1) month from the date on which approval of the Agreements and the transactions contemplated thereunder by the Shareholders having been obtained;

“Consideration”	collectively, Consideration 1, Consideration 2 and Consideration 3;
“Consideration 1”	the consideration of HK\$2,950,000 payable by the Purchaser to Vendor 1 for the Acquisition;
“Consideration 2”	the consideration of HK\$3,500,000 payable by the Purchaser to Vendor 2 for the Acquisition;
“Consideration 3”	the consideration of HK\$13,000,000 payable by the Purchaser to Vendor 3 for the Acquisition;
“Controlling shareholder(s)”	has the meaning ascribed thereto in the Listing Rules;
“Director(s)”	the director(s) of the Company;
“EGM” or “Extraordinary General Meeting”	the extraordinary general meeting of the Company to be held to consider and, if thought fit, approve, among other things, the Agreements and the transactions contemplated thereunder;
“Group”	the Company and its subsidiaries from time to time;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region;
“Independent Board Committee”	the independent committee of the Board comprising all the independent non-executive Directors established for the purpose of advising the Independent Shareholders in respect of the Agreements and the transactions contemplated thereunder;
“Independent Financial Adviser”	Veda Capital Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, which has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the terms of the Agreements and the transactions contemplated thereunder;

“Independent Shareholders”	all Shareholders other than Mr. Lau Yu Leung, Madam Tong Hung Sum, Mr. Lau Tak Fung Wallace and Mr. Lau Tak Kee Henry, and those who have a material interest in the Agreements and the transactions contemplated thereunder;
“Independent Third Party(ies)”	individual(s) or company(ies) not connected with any directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or any of their respective associates;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“PRC”	the People’s Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan;
“Purchaser”	Millions Good Limited (万升有限公司), a wholly-owned subsidiary of the Company;
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);
“Shareholder(s)”	holders of the Shares;
“Share(s)”	ordinary share(s) of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Vendors”	collectively, Vendor 1, Vendor 2 and Vendor 3;
“Vendor 1”	Ever Harvest Harbour Transportation Limited (永豐港口運輸有限公司), a limited liability company established under the laws of Hong Kong;
“Vendor 2”	Ever Harvest Cargo Express Limited (永豐貨運有限公司), a limited liability company established under the laws of Hong Kong;
“Vendor 3”	Ever Harvest Marine Transport Limited (永豐海運有限公司), a limited liability company established under the laws of Hong Kong; and

“%”

per cent.

By Order of the Board  
**Ever Harvest Group Holdings Limited**  
**Lau Yu Leung**  
*Chairman*

Hong Kong, 10 December 2018

*As at the date of this announcement, the board of directors of the Company comprises Mr. Lau Yu Leung, Mr. Lau Tak Fung Wallace and Mr. Lau Tak Kee Henry as executive Directors; Madam Tong Hung Sum as non-executive Director; Mr. Lo Wan Sing Vincent, Mr. Lam Lo, Mr. Lee Ka Lun and Mr. Kam Leung Ming as independent non-executive Directors.*