

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



烟台北方安德利果汁股份有限公司
Yantai North Andre Juice Co., Ltd.*

(a joint stock limited company incorporated in the People's Republic of China)

(Stock Code: 8259)

**ANNOUNCEMENT
IN RELATION TO THE TERM FACILITY AGREEMENT**

On 27 May 2009, the Company, as a borrower, entered into the Term Facility Agreement with certain financial institutions, as the lenders, whereby subject to the terms of the Term Facility Agreement, the Lenders have agreed to make available to the Company a term facility in an aggregate amount of US\$45,000,000 for a term of 36 months commencing from the date of the Term Facility Agreement.

THE TERM FACILITY AGREEMENT

Reference is made to the announcement made by the Company on 5 June 2006 in relation to the term facility agreement entered into between Yantai North Andre Juice Co., Ltd.* (the “**Company**”), as a borrower, and certain financial institutions, as the lenders, on 2 June 2006, pursuant to which the lenders have agreed to make available to the Company a term facility in an aggregate amount of US\$60,000,000 for a term of 36 months from the date of the term facility agreement (the “**2006 Term Facility Agreement**”). As at the date of this announcement, the Company still has term loan of US\$45,000,000 not yet due for repayment. The 2006 Term Facility Agreement is due to expire, upon which the specific performance obligations imposed on Mr. Wang An and Mr. Zheng Yue Wen, the executive directors of the Company and the then controlling shareholders of the Company, thereunder will cease to be effective.

The board of directors of the Company (the “**Board**”) hereby announces that on 27 May 2009, the Company, as a borrower, entered into a term facility agreement (the “**Term Facility Agreement**”) with certain financial institutions, as the lenders, (the “**Lenders**”) whereby subject to the terms of the Term Facility Agreement, the Lenders have agreed to make available to the Company a term facility in an aggregate amount of US\$45,000,000 (the “**Facility**”) for a term of 36 months commencing from the date of the Term Facility Agreement, subject to early repayment or extension of the final maturity date of the Facility (to the date falling 60 months from the date of the Term Facility Agreement) as requested by the Company in compliance with the provisions of the Term Facility Agreement. According to the Term Facility Agreement, the Company shall apply all amounts borrowed by it under the Facility towards (i) the refinancing of all financial indebtedness (as defined in the Term Facility Agreement) outstanding under the Facility; and (ii) general working capital requirements.

Under the Term Facility Agreement, each of the following events will constitute an event of default upon which the Facility will, among others, become immediately due and payable:

- (i) Mr. Wang An ceases to have or ceases to be entitled to exercise, directly or through his controlled corporations, management control over each of the Company and the material subsidiaries (as defined in the Term Facility Agreement) of the Company;
- (ii) the aggregate shareholding in the Company that is beneficially owned by Mr. Wang An, whether directly or through his controlled corporations, ceases to be larger than the aggregate shareholding (whether direct or indirect) in the Company of and/or held to the order of any other person and/or persons acting in concert with such other person; or
- (iii) the Company ceases to have or ceases to be entitled to exercise management control over each of its material subsidiaries, or the aggregate shareholding in each of its material subsidiaries that is beneficially owned by the Company, whether directly or indirectly, ceases to be larger than the aggregate shareholding (whether direct or indirect) in each such material subsidiary of and/or held to the order of any other person and/or persons acting in concert with such other person.

As at the date of this announcement, Mr. Wang An, whether directly or through his controlled corporations, held 28.25% of the total issued share capital of the Company. Mr. Wang An is an executive director of the Company.

By order of the Board
Yantai North Andre Juice Co., Ltd.*
Zheng Yue Wen
Chairman

Yantai, the PRC, 27 May 2009

As at the date hereof, the Board comprises:

Mr. Zheng Yue Wen (*Executive Director*)
Mr. Wang An (*Executive Director*)
Mr. Zhang Hui (*Executive Director*)
Mr. Jiang Hong Qi (*Executive Director*)
Mr. Lo Chih-Hsien (*Non-executive Director*)
Mr. Wu Jian Hui (*Independent non-executive Director*)
Ms. Yu Shou Neng (*Independent non-executive Director*)
Ms. Qu Wen (*Independent non-executive Director*)

The announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief: (1) the information contained in this announcement is accurate and complete in all material respects and not misleading; (2) there are no other matters the omission of which would make any statement in this announcement misleading; and (3) all opinions expressed in this announcement have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

This announcement will remain on the “Latest Company Announcements” page of the GEM website at <http://www.hkgem.com> for seven days from the date of its posting and on the Company’s website at www.andre.com.cn.

** For identification purpose only.*