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**DISCLOSEABLE AND CONNECTED TRANSACTION IN RESPECT OF
ACQUISITIONS OF EQUITY INTERESTS IN THE CBL TARGET COMPANIES**

MASTER AGREEMENT AND ANCILLARY AGREEMENTS

The Board announces that as part of the CCBMH Restructuring, on 15 July 2022 (after trading hours), CBL (an indirectly 65%-owned subsidiary of the Company), CCSAH, CCCIL, Mount and CCBMH entered into the Master Agreement, pursuant to which it has been conditionally agreed that, (i) CBL shall procure the CBL Purchaser to purchase from CCBMH, and CCBMH shall sell to the CBL Purchaser, the CBL Equity Interests, and (ii) Mount shall purchase from CCBMH, and CCBMH shall sell to Mount, the Mount Equity Interests. The Transactions are inter-conditional.

Pursuant to the Master Agreement, the relevant parties will enter into the following ancillary agreements prior to Closing: (i) the Equity Transfer Agreements, (ii) the Transitional Services Agreements, (iii) the Toll Packing Agreement, (iv) the Packer's Agreement and (v) the Inventory Purchase Agreement.

LISTING RULES IMPLICATION

Since each of KO Parent, CCSAH, CCCIL and CCBMH and its subsidiaries is a connected person of the Company at the subsidiary level under the Listing Rules, the acquisition of the CBL Equity Interests under the Master Agreement and the CBL Equity Transfer Agreements, and the transactions contemplated under the Inventory Purchase Agreement, in each case, constitute a connected transaction of the Company under Chapter 14A of the Listing Rules. The transactions contemplated under the Transitional Services Agreements, the Toll Packing Agreement and the Packer's Agreement will, in each case, constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As (i) the Board has approved the Master Agreement, the CBL Equity Transfer Agreements and the transactions contemplated thereunder; and (ii) the independent non-executive Directors have confirmed that the terms of the Master Agreement and the CBL Equity Transfer Agreements, and the acquisition of the CBL Equity Interests are fair and reasonable, on normal commercial terms,

are in the ordinary and usual course of business of the Company and in the interests of the Company and its Shareholders as a whole, the Master Agreement, the CBL Equity Transfer Agreements and the acquisition of the CBL Equity Interests contemplated thereunder are subject to the reporting and announcement requirements, but are exempted from the circular, independent financial advice and independent shareholders' approval requirements under Rule 14A.101 of the Listing Rules.

The service fees or the purchase price payable (as the case may be) by the CBL Target Companies or CBL (or any affiliate of CBL) (as the case may be) to the service provider or the seller or transferor (as applicable) (each being a wholly-owned subsidiary of CCBMH) under the Transitional Services Agreements and the Inventory Purchase Agreement will only be determined when the respective agreements are entered into after the date of this announcement. When the respective agreements are entered into and the proposed annual caps for the service fees payable or the proposed purchase price payable (as the case may be) are determined, the Company will comply with the applicable requirements under the Listing Rules.

As no payment would be made by the Group under the Toll Packing Agreement and the Packer's Agreement, the transactions under the Toll Packing Agreement and the Packer's Agreement will constitute de minimis transactions for the Group under Rule 14A.76(1) of the Listing Rules and are therefore fully exempted from shareholders' approval, annual review and all disclosure requirements under Chapter 14A of the Listing Rules.

As one or more of the relevant percentage ratios applicable to the CBL Transactions on an aggregate basis exceed 5% but all of such relevant percentage ratios are below 25%, the CBL Transactions constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules, and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As Closing is subject to the fulfilment (or if applicable, waiver) of the conditions precedent set out in the Master Agreement, the CBL Transactions may or may not proceed. The issue of this announcement does not in any way imply that the transactions under the Master Agreement or any of the Transaction Documents will be completed. As the CBL Transactions may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

CCBMH RESTRUCTURING

In order to transfer the production capacity of the relevant target companies from CCBMH to CBL and Mount, respectively, CBL, Mount, CCSAH and CCCIL have agreed to implement the CCBMH Restructuring. Pursuant to the terms and conditions of the CCBMH Restructuring, among others, (i) the relevant target companies will be transferred to the CBL Purchaser and Mount, respectively, in accordance with the Master Agreement and the Equity Transfer Agreements, (ii) the considerations payable in respect of the Transactions will be refunded or otherwise offset, (iii) CCBMH will be liquidated, and (iv) CBL, Mount, CCSAH and CCCIL or their respective affiliates will share the incremental value generated by the CCBMH Restructuring.

The Board announces that as part of the CCBMH Restructuring, on 15 July 2022 (after trading hours), CBL (an indirectly 65%-owned subsidiary of the Company), CCSAH, CCCIL, Mount and

CCBMH entered into the Master Agreement, pursuant to which it has been conditionally agreed that, (i) CBL shall procure the CBL Purchaser to purchase from CCBMH, and CCBMH shall sell to the CBL Purchaser, the CBL Equity Interests, and (ii) Mount shall purchase from CCBMH, and CCBMH shall sell to Mount, the Mount Equity Interests. The Transactions are inter-conditional.

MASTER AGREEMENT

The principal terms of the Master Agreement are summarised as follows:

- Date: 15 July 2022 (after trading hours)
- Parties: (1). CCSAH;
 (2). CCCIL;
 (3). Mount;
 (4). CBL, an indirectly 65%-owned subsidiary of the Company; and
 (5). CCBMH

CBL Transactions

CBL has conditionally agreed to procure the CBL Purchaser to purchase from, and CCBMH has conditionally agreed to sell to the CBL Purchaser, the Sale Equity Interests in each target company at the base considerations (subject to customary closing accounts adjustments) set opposite their respective names in the following table (such target companies, the “CBL Target Companies”):

CBL Target Company	Sale Equity Interests	Base Consideration (RMB)
1. Coca-Cola Bottlers Manufacturing (Yingkou) Company Limited (可口可樂裝瓶商生產(營口)有限公司)	100%	152,231,000
2. Coca-Cola Bottlers Manufacturing (Jinan) Company Limited (可口可樂裝瓶商生產(濟南)有限公司)	100%	70,697,000
3. Coca-Cola Bottlers Manufacturing (Shijiazhuang) Company Limited (可口可樂裝瓶商生產(石家莊)有限公司)	100%	182,901,000
4. Coca-Cola Bottlers Manufacturing (Changsha) Company Limited (可口可樂裝瓶商生產(長沙)有限公司)	100%	73,804,000
5. Coca-Cola Bottlers Manufacturing (Chengdu) Company Limited (可口可樂裝瓶商生產(成都)有限公司)	100%	64,763,000

The aggregate base consideration for the CBL Transactions is approximately RMB544,396,000, which was determined after arm’s length negotiations between CBL, Mount, CCSAH, CCCIL and CCBMH, taking into account, among other things, the financial and operating performance of the CBL Target Companies as well as the appraisal value of the CBL Target Companies as set out in

the valuation conducted by an independent professional valuer. Such base consideration will be subject to customary closing accounts adjustments by reference to the net cash balance and the working capital level of each CBL Target Company as at the date of Closing. Subject to deduction of applicable withholding tax and stamp duty, the CBL Purchaser will pay the final consideration to CCBMH by way of delivery of a loan note, and the CBL Purchaser will pay to CCBMH an amount equal to the Final Cash Portion if the Final Cash Portion in the CBL Transactions is a positive amount, and CCBMH will pay to the CBL Purchaser an amount equal to the absolute value of the Final Cash Portion if the Final Cash Portion in the CBL Transactions is a negative amount. In any event, the aggregate final consideration for the CBL Transactions shall not exceed the aggregate appraisal value of RMB564,000,000. The loan note shall be settled prior to the completion of the winding-up of CCBMH. As part of the CCBMH Restructuring, such aggregate consideration for the CBL Equity Interests will be offset against (or refunded through) distributions to be made by CCBMH upon or after the commencement of its winding-up procedure.

Mount Transactions

Mount has conditionally agreed to purchase from CCBMH, and CCBMH has conditionally agreed to sell to Mount, the Sale Equity Interests in each Mount Target Company.

Conditions Precedent to the CBL Transactions

Closing of each of the CBL Transactions is conditional upon the satisfaction of (or waiver in accordance with the Master Agreement), among other things, the following conditions:

- (i). anti-trust clearance under the Anti-Monopoly Law of the PRC in respect of the Mount Transactions having been obtained (without any condition that is unacceptable to Mount or CCBMH, or (under certain circumstances) CBL, in each case acting reasonably) and remaining in full force and effect at Closing;
- (ii). the registration of the transfer of each Sale Equity Interest in respect of the CBL Transactions (and the changes of the legal representative, directors, general manager, supervisors and chief financial officer (if any) of each CBL Target Company pursuant to the terms of the CBL Transactions) with the State Administration for Market Regulation of China, and with any other relevant authorities (including submission of foreign investment information amendment report to the Ministry of Commerce of China) which may from time to time be required, having been completed or, as the case may be, obtained and remaining in full force and effect at Closing;
- (iii). the agreed dividend of each CBL Target Company as contemplated under the CCBMH Restructuring having been paid to CCBMH in full;
- (iv). each of the conditions in respect of each of the other Transactions having satisfied (or waived in accordance with the Master Agreement);
- (v). in respect of purchase of the Sale Equity Interest in CCBM Wuhan and CCBM Chengdu, the sale of Chengdu PET1 and related assets under CCBM Wuhan's Chengdu branch to CCBM Chengdu having been completed in accordance with certain asset transfer agreement;
- (vi). in respect of purchase of the Sale Equity Interest in CCBM Changsha, CCBM Changsha

having: (A) obtained certain governmental permits; (B) completed the completion checks over its production line(s) and equipment; (C) commenced preparing and packaging activities with the manufacturer efficiency rate of the production line reaching certain agreed threshold; and (D) sold the first batch of certain designated product to the market, and in respect of purchase of the Sale Equity Interest in CCBM Chengdu, CCBM Chengdu having sold the first batch of certain designated product to the market;

- (vii). there having been no breach of (A) any obligations of CCBMH in that CBL Transaction under the relevant provisions in the Master Agreement in relation to the conduct of business before Closing in respect of the relevant CBL Target Company unless the breach has been remedied to the satisfaction of CBL; or (B) any of the commercial warranties in relation to that CBL Transaction, in each case, unless such breaches, individually or in the aggregate, do not have and would not reasonably be expected to have any material adverse effect on the business, results of operations or financial condition of the CBL Target Companies taken as a whole;
- (viii). there being no breach of any of the fundamental warranties in relation to that CBL Transaction;
- (ix). no fact or circumstance having occurred after the date of the Master Agreement and before the time of Closing which has or would reasonably be expected to have a material adverse effect on the CBL Target Companies taken as a whole;
- (x). there having been no breach of any obligations of CBL in respect of the relevant CBL Target Company unless the breach (A) has been remedied to the reasonable satisfaction of CCBMH or (B) does not have and will not have any material adverse effect on the ability of CBL to consummate the CBL Transactions contemplated by the Master Agreement and the other Transaction Documents or, materially impairs or delays CBL's ability to perform its obligations hereunder and thereunder; and
- (xi). there being no breach of any of the warranties given by CBL in relation to the CBL Transactions.

If any of the conditions is not fulfilled (or waived in accordance with the Master Agreement) at or before 5:00 p.m. on the Long Stop Date, then any party (if such condition is one of those set forth in paragraphs (i) to (vi) above), CBL (if such condition is one of those set forth in paragraphs (vii) to (ix) above) or CCBMH (if such condition is one of those set forth in paragraphs (x) and (xi) above) may postpone the Long Stop Date by up to 20 business days.

As of the date of this announcement, save for the condition set forth in paragraph (v) above, all the conditions precedent set out above remain to be satisfied.

Pursuant to the Master Agreement, the relevant parties will enter into the following ancillary agreements prior to Closing: (i) the Equity Transfer Agreements, (ii) the Transitional Services Agreements, (iii) the Toll Packing Agreement, (iv) the Packer's Agreement and (v) the Inventory Purchase Agreement.

Closing

If the day on which the last in time of the conditions precedent to the CBL Transactions under the Master Agreement as described in paragraphs (i) to (vi) above shall have been satisfied falls on a day that is at least 10 business days before the end of the month, Closing shall take place on the last business day of that month (or such other date as the parties to the Master Agreement may agree), otherwise, Closing shall take place on the last business day of the month immediately after that month, provided that, in each case, each of the conditions precedent has been satisfied (or waived in accordance with the Master Agreement) as at such date.

Upon Closing, each CBL Target Company will become a subsidiary of the Company.

ANCILLARY AGREEMENTS FOR THE CBL TRANSACTIONS

To facilitate the smooth transition of the CBL Target Companies' operations, the CBL Target Companies and the transitional services providers will enter into the Transitional Services Agreements prior to Closing in accordance with the high-level principles (including as to scope and price) set out in the Master Agreement. The high-level principles in respect of the Transitional Services Agreements in the Master Agreement include, among others, the calculation of the service charges, the service term, the scope of services, the intellectual property rights, and the scope and effect of force majeure.

Pursuant to the terms of the Master Agreement: (i) CBL (or any affiliate of CBL) and KO Parent (and/or its affiliates) will enter into the Toll Packing Agreement; and (ii) CBL (or any affiliate of CBL) and KO Parent will enter into the Packer's Agreement, in each case, at or prior to Closing, pursuant to which the CBL Target Companies will be authorised to prepare, package and sell certain Coca-Cola beverages in certain regions in the PRC.

To facilitate the sale and purchase of the inventories and/or the transfer of certain raw materials procurement contracts, CBL (or any affiliate of CBL) (as purchaser or transferee) and a wholly-owned subsidiary of CCBMH (as seller or transferor) will enter into the Inventory Purchase Agreement prior to Closing in accordance with the high-level principles (including as to scope and price) set out in the Master Agreement. The high-level principles in respect of the Inventory Purchase Agreement in the Master Agreement include, among others, the calculation of the pricing of the inventory and raw materials, the credit term and the scope of inventories and raw materials.

INFORMATION OF THE CBL TARGET COMPANIES

Each of the CBL Target Companies is a limited liability company incorporated in the PRC and directly or indirectly wholly-owned by CCBMH. CCBMH is an investment holding company which currently through the CBL Target Companies prepares and packages still beverages including enhanced water, juice, tea, dairy drinks and coffee, which are then distributed by bottlers across the Chinese Mainland (the "**Beverages Business**").

CBL Target Companies

The audited net asset value of the CBL Target Companies as at 31 December 2021 was approximately RMB309,429,824.70. The audited net profits before and after taxation for each of the two years ended 31 December 2020 and 2021 were as follows:

	For the year ended 31 December	
	2020 <i>(RMB '000)</i>	2021 <i>(RMB '000)</i>
Net profits before taxation	14,107	9,531
Net profits after taxation	11,145	7,361

Note: The above audited financial information of the CBL Target Companies was prepared in accordance with the generally accepted accounting principles in the PRC.

According to the records of CCBMH, the total original acquisition or investment cost of the CBL Equity Interests was approximately RMB538,505,080.73, which was calculated based on the paid-in capital of the CBL Target Companies.

INFORMATION OF THE PARTIES

The Company is an investment holding company incorporated in Bermuda. Through its subsidiaries and associated companies, it is principally engaged in beverage business.

CBL is an investment holding company incorporated in Samoa and wholly-owned by CCBL, a company incorporated in Hong Kong and jointly owned by the Company and KO Parent. The Company indirectly holds a 65% interest in CCBL. CCBL engages in the investment in the beverage business and through its subsidiaries, has the exclusive right to prepare, package, distribute and sell Coca-Cola products in a number of provinces, municipalities and regions in the PRC as at the date of this announcement.

Mount is an investment holding company incorporated in Hong Kong. Mount is a subsidiary of Swire Pacific, an investment holding company incorporated in Hong Kong with limited liability whose shares are listed on the Stock Exchange, the subsidiaries, associates and joint ventures of which are engaged principally in the property, beverages and aviation businesses, as well as new areas of growth in healthcare and sustainable foods.

CCSAH, an investment holding company incorporated in the State of Delaware, U.S.A. and CCCIL, an investment holding company incorporated in Samoa, are wholly-owned (in the case of CCCIL, indirectly) subsidiaries of KO Parent. KO Parent, a company incorporated in the State of Delaware, U.S.A, and listed on the New York Stock Exchange, is a total beverage company with products sold in more than 200 countries and territories. It owns and markets numerous valuable brands across several categories worldwide.

As at the date of this announcement, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, Mount and the counterparties to the Transaction Documents to which any member of the Group will be a party subject to Closing (other than KO Parent and its associates) and their respective ultimate beneficial owners are third parties independent of the

Company and connected persons of the Company.

As at the date of this announcement, KO Parent, through CCSAH and CCCIL (each, a direct or indirect wholly-owned subsidiary of KO Parent), owns 38% of the issued share capital of CCBMH, Mount owns 41% of the issued share capital of CCBMH and CBL owns 21% of the issued share capital of CCBMH. As at the date of this announcement, KO Parent indirectly holds 35% of the issued share capital of CCBL, and therefore KO Parent is a connected person of the Company at the subsidiary level under the Listing Rules. Each of CCBMH and its subsidiaries, being an associate of KO Parent, is also a connected person of the Company at the subsidiary level under the Listing Rules.

REASONS FOR AND BENEFITS OF THE CCBMH RESTRUCTURING

While the supply chain management system for the Beverage Business has been a proven successful model to build the Beverage Business in the PRC over the past two decades, the CCBMH Restructuring (including the consummation of the Transactions) is expected to enable the Company to realize cost synergies, optimize capacity utilization, streamline certain operations and achieve cost savings from distribution and transportation.

The Directors (including the independent non-executive Directors) consider that the terms of each of the Transaction Documents to which any member of the Group is a party and the transactions contemplated thereunder are fair and reasonable and entered into on normal commercial terms after arm's length negotiations between the relevant parties, and are in the ordinary and usual course of business of the Company and in the interests of the Company and its Shareholders as a whole.

None of the Directors has a material interest in any of the Transactional Documents and the transactions contemplated thereunder and therefore none of the Directors has abstained from voting on the relevant board resolutions.

LISTING RULES IMPLICATION

Since each of KO Parent, CCSAH, CCCIL and CCBMH and its subsidiaries is a connected person of the Company at the subsidiary level under the Listing Rules, the acquisition of the CBL Equity Interests under the Master Agreement and the CBL Equity Transfer Agreements, and the transactions contemplated under the Inventory Purchase Agreement, in each case, constitute a connected transaction of the Company under Chapter 14A of the Listing Rules. The transactions contemplated under the Transitional Services Agreements, the Toll Packing Agreement and the Packer's Agreement will, in each case, constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As (i) the Board has approved the Master Agreement, the CBL Equity Transfer Agreements and the transactions contemplated thereunder; and (ii) the independent non-executive Directors have confirmed that the terms of the Master Agreement and the CBL Equity Transfer Agreements, and the acquisition of the CBL Equity Interests are fair and reasonable, on normal commercial terms, are in the ordinary and usual course of business of the Company and in the interests of the Company and its Shareholders as a whole, the Master Agreement, the CBL Equity Transfer Agreements and the acquisition of the CBL Equity Interests contemplated thereunder are subject to the reporting and announcement requirements, but are exempted from the circular, independent financial advice and independent shareholders' approval requirements under Rule 14A.101 of the Listing Rules.

The service fees or the purchase price payable (as the case may be) by the CBL Target Companies or CBL (or any affiliate of CBL) (as the case may be) to the service provider or the seller or transferor (as applicable) (each being a wholly-owned subsidiary of CCBMH) under the Transitional Services Agreements and the Inventory Purchase Agreement will only be determined when the respective agreements are entered into after the date of this announcement. When the respective agreements are entered into and the proposed annual caps for the service fees payable or the proposed purchase price payable (as the case may be) are determined, the Company will comply with the applicable requirements under the Listing Rules.

As no payment would be made by the Group under the Toll Packing Agreement and the Packer's Agreement, the transactions under the Toll Packing Agreement and the Packer's Agreement will constitute de minimis transactions for the Group under Rule 14A.76(1) of the Listing Rules and are therefore fully exempted from shareholders' approval, annual review and all disclosure requirements under Chapter 14A of the Listing Rules.

As one or more of the relevant percentage ratios applicable to the CBL Transactions on an aggregate basis exceed 5% but all of such relevant percentage ratios are below 25%, the CBL Transactions constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules, and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As Closing is subject to the fulfilment (or if applicable, waiver) of the conditions precedent set out in the Master Agreement, the CBL Transactions may or may not proceed. The issue of this announcement does not in any way imply that the transactions under the Master Agreement or any of the Transaction Documents will be completed. As the CBL Transactions may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

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

“associate(s)”	has the meaning given to it under the Listing Rules
“Board”	means the board of Directors
“CBL”	means COFCO Beverages (CCBMH) Limited, a company incorporated in Samoa and a wholly-owned subsidiary of CCBL which holds 21% of the issued share capital of CCBMH
“CBL Equity Interests”	means the Sale Equity Interests in the CBL Target Companies
“CBL Equity Transfer Agreements”	means the Equity Transfer Agreements in respect of the CBL Transactions

“CBL Purchaser”	means COFCO Coca-Cola Beverages (China) Investment Limited (中糧可口可樂飲料(中國)投資有限公司), a company incorporated in the PRC and a wholly-owned subsidiary of CCBL
“CBL Target Companies”	has the meaning given to it in the table under the section headed “Master Agreement - CBL Transactions” in this announcement
“CBL Transactions”	means the proposed sale and purchase of the CBL Equity Interests as described in the section headed “Master Agreement - CBL Transactions” in this announcement
“CCBL”	means COFCO Coca-Cola Beverages Limited (中糧可口可樂飲料有限公司), a limited liability company incorporated in Hong Kong and a 65%-owned subsidiary of the Company
“CCBM Changsha”	means Coca-Cola Bottlers Manufacturing (Changsha) Company Limited (可口可樂裝瓶商生產(長沙)有限公司), a company incorporated in the PRC
“CCBM Chengdu”	means Coca-Cola Bottlers Manufacturing (Chengdu) Company Limited (可口可樂裝瓶商生產(成都)有限公司), a company incorporated in the PRC
“CCBM Wuhan”	means Coca-Cola Bottlers Manufacturing (Wuhan) Company Limited (可口可樂裝瓶商生產(武漢)有限公司), a company incorporated in the PRC
“CCBMH”	means Coca-Cola Bottlers Manufacturing Holdings Limited, a company incorporated in Hong Kong
“CCBMH Restructuring”	means the restructuring of CCBMH as described in the section headed “CCBMH Restructuring” in this announcement
“CCCIL”	means Coca-Cola China Industries (Beverages) Limited (可口可樂中國實業(飲料)有限公司), a company incorporated in Samoa and an indirect wholly-owned subsidiary of KO Parent which holds 21% of the issued capital of CCBMH
“CCSAH”	means Coca-Cola South Asia Holdings, Inc., a company incorporated in Delaware and a wholly-owned subsidiary of KO Parent which holds 17% of the issued share capital of CCBMH

“Chengdu PET1”	means one polyethylene terephthalate production line that was originally owned by CCBM Wuhan and had subsequently been transferred to CCBM Chengdu in accordance with certain asset transfer agreement
“Closing”	means completion of the Transactions in accordance with the terms and conditions of the Master Agreement
“connected person”	has the meaning given to it under the Listing Rules
“Company”	means China Foods Limited (中國食品有限公司), a limited liability company incorporated in Bermuda, whose shares are listed on the main board of the Stock Exchange
“Director(s)”	means the director(s) of the Company
“Disclosure Letters”	means the letter of the same date as the Master Agreement from CCBMH to CBL and Mount in respect of disclosures relating to the CBL Target Companies and Mount Target Companies, respectively
“Equity Transfer Agreement”	means, in respect of each Transaction, the equity transfer agreement (as may be supplemented, amended and/or restated from time to time), each in respect of the transfer of the Sale Equity Interest under that Transaction
“Final Cash Portion”	means the sum of the following (which can be a positive or a negative amount): (i) 100% of the Final Net Cash Balance of the CBL Target Companies; and (ii) 100% of the Final Working Capital of the CBL Target Companies
“Final Net Cash Balance”	means, in relation to any CBL Target Company, its net cash balance determined by reference to its closing accounts prepared in accordance with the Master Agreement
“Final Working Capital”	means, in relation to any CBL Target Company, its working capital determined by reference to its closing accounts prepared in accordance with the Master Agreement
“Group”	means the Company and its subsidiaries
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC

“Inventory Purchase Agreement”	means the inventory purchase agreement to be entered into between CBL (or any affiliate of CBL) (as purchaser or transferee) and a wholly-owned subsidiary of CCBMH (as seller or transferor) under the CBL Transactions
“KO Parent”	means The Coca-Cola Company, a company incorporated under the laws of the State of Delaware, U.S.A. shares of which are listed on the New York Stock Exchange
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Long Stop Date”	means 31 March 2023 or such later date as may be agreed in writing between the parties to the Master Agreement
“Master Agreement”	means the master agreement dated 15 July 2022 entered into among CBL, CCSAH, CCCIL, Mount and CCBMH in relation to the terms and conditions of the Transactions
“Mount”	means Mount Limited (星駒有限公司), a company incorporated in Hong Kong, which holds 41% of the issued share capital of CCBMH
“Mount Equity Interests”	means the Sale Equity Interests in the Mount Target Companies
“Mount Target Companies”	means the PRC subsidiaries of CCBMH the equity interests in which are to be sold to Mount pursuant to the Master Agreement
“Mount Transactions”	means the proposed sale and purchase of the Mount Equity Interests as described in the sections headed “Master Agreement - Mount Transactions” in this announcement
“Packer’s Agreement”	means the packer’s agreement to be entered into between CBL (or any affiliate of CBL) and KO Parent under the CBL Transactions
“PRC” or “China”	means the People’s Republic of China
“RMB”	means Renminbi, the lawful currency of the PRC

“Sale Equity Interests”	means, in relation to each CBL Target Company or Mount Target Company, the equity interest in that CBL Target Company or Mount Target Company to be purchased by the applicable purchaser in that Transaction
“Shareholder(s)”	means shareholder(s) of the Company
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Swire Pacific”	means Swire Pacific Limited (太古股份有限公司), a company incorporated in Hong Kong, whose shares are listed on the Stock Exchange
“Toll Packing Agreement”	means the toll packing agreement to be entered into between CBL (or any affiliate of CBL) and KO Parent (and/or its affiliates) under the CBL Transaction
“Transactions”	means the CBL Transactions and the Mount Transactions
“Transaction Documents”	means the Master Agreement, the Disclosure Letters, the Equity Transfer Agreements, the Transitional Services Agreements and any other documents may be designated by CCBMH and the relevant purchaser in that Transaction as a Transaction Document
“Transitional Services Agreement”	means the transitional services agreement to be entered into between a CBL Target Company and the transitional services provider (being a wholly-owned subsidiary of CCBMH) under the CBL Transactions
“U.S.A.”	United States of America

By Order of the Board
China Foods Limited
Chen Lang
Chairman

Beijing, 15 July 2022

As at the date of this announcement, the Board comprises: Mr. Chen Lang as the chairman of the Board and a non-executive Director; Mr. Qing Lijun and Mr. Shen Peng as executive Directors; Mr. Chen Zhigang and Mr. Chen Gang as non-executive Directors; and Mr. Li Hung Kwan, Alfred, Mr. Mok Wai Bun, Ben and Ms. Leung Ka Lai, Ada, SBS as independent non-executive Directors.