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HOP HING GROUP HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 47)

DISCLOSEABLE TRANSACTION DISPOSAL OF PROPERTY

The Board announces that on 25 May 2011, the Seller, a wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement to dispose the Property at a consideration of RMB11,000,000 subject to the terms and conditions of the Sale and Purchase Agreement. A gain in an estimated sum of approximately HK\$8,800,000 is expected to accrue to the Group as a result of the Disposal.

Since one of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Disposal is more than 5% and all applicable percentage ratios are less than 25%, the Disposal constitutes a discloseable transaction for the Company under Rule 14.06 of the Listing Rules.

SALE AND PURCHASE AGREEMENT

1. Parties

Seller : Sino Can Edible Oil Manufacturing & Technology Co. Ltd., a wholly-owned subsidiary of the Company

Purchasers : two individuals jointly

The Directors confirm that, to the best of their knowledge, information and belief having made all reasonable enquires, the Purchasers are two PRC citizens and are third parties independent of the Company and its connected persons.

2. Date

The Sale and Purchase Agreement was entered into by the Seller and Purchasers on 25 May 2011.

3. Information of the Property

The Seller and the Purchasers entered into a memorandum of understanding in relation to the Disposal on 28 February 2011, and subsequently entered into the Sale and Purchase

Agreement. Pursuant to the Sale and Purchase Agreement, the Seller has agreed to dispose, and the Purchasers have agreed to acquire the Property. The Property is located at No.8 Hexing Road, Nantou Zhen, Zhongshan City, Guangdong Province, the PRC with a gross floor area of approximately 5,818 square meters.

The Property had not generated any revenue for the Group for the two financial years immediately preceding the Disposal. The Property is currently vacant.

The book value of the Property as at 31 December 2010 was approximately HK\$4,400,000.

4. Consideration

The consideration payable by the Purchasers to the Seller for the purchase of the Property is RMB11,000,000 (equivalent to approximately HK\$13,200,000), which will be payable in the following manner:

- a. an initial deposit (the “**Deposit**”) of RMB1,100,000 (equivalent to approximately HK\$1,320,000) payable by the Purchasers to the Seller on the date of the Sale and Purchase Agreement;
- b. RMB8,800,000 (equivalent to approximately HK\$10,560,000) payable by the Purchasers to the Seller before 2 July 2011; and
- c. the remaining balance of the consideration in the sum of RMB2,200,000 (equivalent to approximately HK\$2,640,000), to which all the Deposit shall be used to set-off part of the payment, shall become payable upon the completion of the registration of the change of owners of the Property and the obtaining of relevant new certificate of ownership of property by the Purchasers.

If the Purchasers fail to make the payment in accordance with the Sale and Purchase Agreement, they shall be subject to a penalty at a daily rate of 0.1% of the amount of the unpaid consideration.

The consideration for the Disposal was arrived at after arm’s length negotiations between the parties to the Sale and Purchase Agreement with reference to the prevailing market value of similar properties in the relevant area.

In addition to the consideration for the purchase of the Property, the Purchasers shall bear the cost of any applicable taxation.

5. Completion

Subject to various conditions contained in the Sale and Purchase Agreement, including Purchasers having made the payment of all relevant taxation in relation to the Disposal and the Seller having received all the consideration for the Disposal, the Property shall be delivered to the Purchasers on the Completion Date and within 15 days after their obtaining of the new certificate of ownership of the Property.

6. Termination

The Seller may terminate the Sale and Purchase Agreement if the Purchasers are late for the payment of the relevant portion of consideration for three days, in which case, the Seller shall forfeit the Deposit and the Purchasers shall pay the Seller a penalty in the sum of RMB1,100,000 (equivalent to approximately HK\$1,320,000).

The Sale and Purchase Agreement will be terminated if the Purchasers have paid the full consideration and the Seller does not deliver the new certificate of ownership of the Property to the Purchasers. Under this circumstance, the Seller shall refund the Deposit to the Purchasers and shall pay the Purchasers a penalty in the sum of RMB1,100,000 (equivalent to approximately HK\$1,320,000).

FINANCIAL IMPACT OF THE DISPOSAL AND USE OF PROCEEDS

After taking into account of the consideration for the Disposal, the book value of the Property and relevant expenses that may be incurred in relation to the Disposal, a gain in an estimated sum of approximately HK\$8,800,000 is expected to accrue to the Group as a result of the Disposal.

It is intended that the net proceeds of the Disposal is to be used by the Group for general working capital of the Group.

REASONS FOR THE DISPOSAL

Taking into account that the Property has been vacated for a period, the Directors considered that the Disposal represented a good opportunity for the Company to realise the Property at a reasonable price and to increase the general working capital of the Group.

The Directors considered that the terms of the Sale and Purchase Agreement are fair and reasonable and in the interests of the shareholders of the Company as a whole.

LISTING RULES IMPLICATIONS

Since one of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Disposal is more than 5% and all applicable percentage ratios are less than 25%, the Disposal constitutes a discloseable transaction for the Company under Rule 14.06 of the Listing Rules.

GENERAL INFORMATION

The Group is principally engaged in the extraction, refining, blending, bottling, packaging and distribution of edible oils and their ancillary activities.

DEFINITIONS

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

“Board”	the board of Directors
“Company”	Hop Hing Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the securities of which are listed on the Stock Exchange
“Completion Date”	31 August 2011, the date on which the Seller shall deliver the Property to the Purchasers in accordance with the terms and conditions of the Sale and Purchase Agreement
“connected person(s)”	has the meaning given to it by the Listing Rules
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Property in accordance with the Sale and Purchase Agreement
“Group”	the Company and its subsidiaries
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Property”	the property located at No.8 Hexing Road, Nantou Zhen, Zhongshan City, Guangdong Province, the PRC and registered under the Certificate of Ownership of Property Yue Fang Di Zheng Zi no.: C5769931(粵房地証字第C5769931號)
“PRC”	People’s Republic of China
“Purchasers”	two PRC citizens who are independent third parties of the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Seller”	Sino Can Edible Oil Manufacturing & Technology Co. Ltd., a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Sale and Purchase Agreement”	The sale and purchase agreement and the relevant supplemental agreement entered into between the Seller and the Purchasers in relation to the Disposal on 25 May 2011
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

Unless otherwise defined, an exchange rate of HK\$1.00 = RMB0.83 is adopted in this announcement, for illustration purposes only.

By Order of the Board
Hop Hing Group Holdings Limited
Wong Kwok Ying
Executive Director and Company Secretary

Hong Kong, 27 May 2011

As at the date hereof, the executive directors of the Company are Mr. Wong Kwok Ying and Ms. Lam Fung Ming, Tammy. The non-executive directors of the Company are Mr. Hung Hak Hip, Peter, Ms. Hung Chiu Yee and Mr. Lee Pak Wing. The independent non-executive directors of the Company are Dr. Hon. Wong Yu Hong, Philip, GBS, Mr. Sze Tsai To, Robert, Mr. Cheung Wing Yui, Edward, Mr. Seto Gin Chung, John and Hon. Shek Lai Him, Abraham, SBS, JP.