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UNI-PRESIDENT CHINA HOLDINGS LTD.
統一企業中國控股有限公司

(a company incorporated in the Cayman Islands with limited liability)
(Stock Code: 220)

GENERAL DISCLOSURE
PURSUANT TO RULE 13.18 OF THE LISTING RULES

This announcement is made by Uni-President China Holdings Ltd. (“**Company**”) pursuant to Rule 13.18 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) (“**Listing Rules**”) with respect to (i) a revolving facility agreement for US\$170 million entered into between the Company (as borrower) and a syndicate of banks (“**USD Agreement**”) dated 18 July 2012 and (ii) a revolving facility agreement for RMB 1 billion entered into between the Company (as borrower) and a syndicate of banks (“**RMB Agreement**”) dated 18 July 2012 (collectively referred to as “**Facility Agreements**”).

For the USD Agreement, the drawdown period of the facility is five years from the date of first drawdown (or the expiry of six months from the date of the USD Agreement if the first drawdown is not made within six months from the date of the USD Agreement). The loan period of each drawdown shall be the same as the interest period, which shall not be more than six months after each drawdown.

For the RMB Agreement, the drawdown period of the facility is three years from the date of first drawdown (or the expiry of six months from the date of the RMB Agreement if the first drawdown is not made within six months from the date of the RMB Agreement). The loan period of each drawdown shall be the same as the interest period, which shall not be less than one month and not more than six months after each drawdown.

As at the date of this announcement, both Facility Agreements had not been drawn down as the conditions precedent to the drawdown had not been fulfilled in full.

It is one of the conditions precedent to the drawdown under the Facility Agreements that Uni-President Enterprises Corporation shall execute a letter of support (“**Letter of Support**”) in which it shall undertake to the banks that, among others, it shall, directly or indirectly, hold not less than 51% of the issued share capital of the Company during the continuance of the Facility Agreements. Under the Facility Agreements, the Company has also undertaken to ensure that Uni-President Enterprises Corporation shall, directly or indirectly, hold not less than 51% of the issued share capital of the Company during the continuance of the Facility Agreements.

A breach of the undertakings in the Letter of Support or any of the undertakings given by the Company under the Facility Agreements may constitute an event of default of the Facility Agreements and the lenders of each of the Facility Agreements has the right to terminate the Facility Agreements and all loans together with accrued interest and any other amounts accrued under the Facility Agreements shall become immediately due and payable.

As at the date of this announcement, Uni-President Enterprises Corporation is the controlling shareholder of the Company, holding approximately 73.49% of the issued share capital of the Company.

By order of the Board
Uni-President China Holdings Ltd.
Lo Chih-Hsien
Chairman

Hong Kong, 27 July 2012

As at the date of this announcement, the board of directors of the Company comprised Mr Lo Chih-Hsien and Mr Hou Jung-Lung as executive directors; Mr Kao Chin-Yen, Mr Lin Chang-Sheng, Mr Lin Lung-Yi and Mr Su Tsung-Ming as non-executive directors; and Mr Chen Sun-Te, Mr Fan Ren-Da, Anthony, Mr Yang Ing-Wuu and Mr Lo Peter as independent non-executive directors.