

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



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)

ACQUISITION OF 10.58% EQUITY INTEREST IN ANDRE JUICE

SUMMARY

The Board is pleased to announce that, after 4:30 p.m. on 12 December 2008, Chengdu President entered into the First Share Purchase Agreement and Chengdu President and Guangzhou President entered into the Second Share Purchase Agreement, pursuant to which, Chengdu President and Guangzhou President agreed to acquire, in aggregate, 451,130,807 Domestic Shares of Andre Juice, representing approximately 18.01% of the total number of Domestic Shares of Andre Juice and approximately 10.58% of the total issued share capital of Andre Juice. Andre Juice is a joint stock limited company incorporated in the PRC and its H-shares are listed on the GEM board of the Stock Exchange. Both Chengdu President and Guangzhou President are wholly-owned subsidiaries of the Company. After Completion, the Company will hold approximately 25.44% of the total number of Domestic Shares of Andre Juice and, together with the 2,370,000 H-shares in Andre Juice currently held by the Company, will have an aggregate interest of approximately 15.00% in the total issued share capital of Andre Juice.

The aggregate consideration for the Share Purchase is RMB158,798,044 (equivalent to approximately HK\$180,452,323).

The Board is pleased to announce that, after 4:30 p.m. on 12 December 2008, Chengdu President entered into the First Share Purchase Agreement and Chengdu President and Guangzhou President entered into the Second Share Purchase Agreement in relation to the Share Purchase.

1. SHARE PURCHASE

1.1 FIRST SHARE PURCHASE AGREEMENT

Date: 12 December 2008

Parties: (1) Chengdu President

(2) First Seller

Pursuant to the First Share Purchase Agreement, Chengdu President shall acquire from the First Seller 56,545,407 Domestic Shares for a consideration of RMB19,903,983 (equivalent to approximately HK\$22,618,163) which shall be settled in cash on Completion.

UNDERTAKINGS AND REPRESENTATIONS

The First Seller has made a number of representations and warranties under the First Share Purchase Agreement including enforceability of the agreement, his ownership of the shares he is selling, licenses and approvals of Andre Juice, financial statements of Andre Juice and material litigation which Andre Juice is involved in.

The First Seller has undertaken to Chengdu President a number of matters including that he will not cause or consent to Andre Juice issuing any new shares or convertible notes or making any material acquisitions or disposals (unless Chengdu President has been notified of, or consented to, such an event) and that he will take all legal measures to ensure that Andre Juice will not declare or make any dividend payments or other distribution prior to Completion. The First Seller will also transfer any dividend declared or paid and any distribution made after the execution of the First Share Purchase Agreement and prior to Completion to Chengdu President on Completion.

COMPLETION

Completion is conditional upon satisfaction of the following:

- (i) Andre Juice obtaining all necessary regulatory approvals required under applicable laws in relation to the share transfer under the First Share Purchase Agreement;
- (ii) Andre Juice approving the share transfer under the First Share Purchase Agreement where such approval is required by its articles of association or relevant laws;
- (iii) the representations and warranties made by the First Seller in the First Share Purchase Agreement remaining true and accurate;

- (iv) the representations and warranties made by Chengdu President in the First Share Purchase Agreement remaining true and accurate; and
- (v) all the conditions precedent of the Second Share Purchase Agreement have been satisfied or waived.

If the conditions set out in (i), (ii) and (iii) above are not satisfied on or before 15 April 2009, Chengdu President shall have the option to terminate the First Share Purchase Agreement.

Completion shall take place on the fifth business day after the conditions set out in (i) and (ii) are satisfied or such other date as the parties may agree provided that such date shall not be later than 22 April 2009.

1.2 SECOND SHARE PURCHASE AGREEMENT

Date: 12 December 2008

Parties: (1) Chengdu President
(2) Guangzhou President
(3) Second Seller

Pursuant to the Second Share Purchase Agreement, Chengdu President and Guangzhou President shall acquire from the Second Seller 181,308,600 and 213,276,800 Domestic Shares, respectively, for a consideration of RMB63,820,627 (equivalent to approximately HK\$72,523,440) and RMB75,073,434 (equivalent to approximately HK\$85,310,720), respectively, which shall be settled in cash on Completion.

UNDERTAKINGS AND REPRESENTATIONS

The Second Seller has made a number of representations and warranties under the Second Share Purchase Agreement including enforceability of the agreement, its ownership of the shares it is selling, licenses and approvals of Andre Juice, financial statements of Andre Juice and material litigation which Andre Juice is involved in.

The Second Seller has undertaken to Chengdu President and Guangzhou President a number of matters including that it will not cause or consent to Andre Juice issuing any new shares or convertible notes or making any material acquisitions or disposals (unless Chengdu President and Guangzhou President have been notified of, or consented to, such an event) and that it will take all legal measures to ensure that Andre Juice will not declare or make any dividend payments or other distribution prior to Completion. The Second Seller will also transfer any dividend declared or paid and any distribution made after the execution of the Second Share Purchase Agreement and prior to Completion to Chengdu President and Guangzhou President on Completion.

COMPLETION

Completion is conditional upon satisfaction of the following:

- (i) Andre Juice obtaining all necessary regulatory approvals required under applicable laws in relation to the share transfer under the Second Share Purchase Agreement;
- (ii) Andre Juice approving the share transfer under the Second Share Purchase Agreement where such approval is required by its articles of association or relevant laws;
- (iii) the representations and warranties made by the Second Seller in the Second Share Purchase Agreement remaining true and accurate;
- (iv) the representations and warranties made by Chengdu President and Guangzhou President in the Second Share Purchase Agreement remaining true and accurate; and
- (v) all the conditions precedent of the First Share Purchase Agreement have been satisfied or waived.

If the conditions set out in (i), (ii) and (iii) above are not satisfied on or before 15 April 2009, Chengdu President and Guangzhou President shall have the option to terminate the Second Share Purchase Agreement.

Completion shall take place on the fifth business day after the conditions set out in (i) and (ii) are satisfied or such other date as the parties may agree provided that such date shall not be later than 22 April 2009.

2 INFORMATION ABOUT ANDRE JUICE

Andre Juice is a joint stock limited company incorporated in the PRC and its H-shares are listed on the GEM board of the Stock Exchange. The principal activities of Andre Juice are manufacturing and sale of apple juice concentrate, pear juice concentrate, apple essence, feedstuff and related products.

As at the date of this announcement, the Company, through Chengdu President, holds 186,329,594 Domestic Shares of Andre Juice, representing approximately 7.44% of the total number of Domestic Shares of Andre Juice and approximately 4.37% of the total issued share capital of Andre Juice. The Company also holds 2,370,000 H-shares of Andre Juice as at the date of this announcement, representing approximately 0.13% of the total number of H-shares of Andre Juice and approximately 0.06% of the total issued share capital of Andre Juice.

Upon Completion, the Company will, through Chengdu President and Guangzhou President, hold an aggregate 637,460,401 Domestic Shares of Andre Juice, representing approximately 25.44% of the total number of Domestic Shares of Andre Juice and, together with the 2,370,000 H-shares of Andre Juice currently held by the Company, will have an aggregate interest of approximately 15.00% in the total issued share capital of Andre Juice.

3 REASONS FOR THE TRANSACTION

The core business of the Group is food and beverages business in the PRC. It has been the strategy of the Group to continue to strengthen and develop its food and beverages business through making investments in other PRC food and beverage companies either on its own or with other partners.

The Directors consider that the investment in Andre Juice, which is one of the leading manufacturers of apple juice concentrate and pear juice concentrate in the PRC, complements with the beverage business and the business development of the Group and the Directors are of the view that such investment is of strategic importance to the Group.

The Directors consider that the terms of the Share Purchase Agreements are fair and reasonable and the Share Purchase Agreements are entered into on normal commercial terms and are in the interests of the Company and the Shareholders as a whole. The Directors further confirm that the consideration for the Share Purchase was determined on the basis of arm's length negotiations between the parties, taking into account the market value of Andre Juice and having regard to the strategic value of Andre Juice to the Company.

4 GENERAL INFORMATION

The Company is one of the leading manufacturers of beverages and instant noodles in the PRC.

The First Seller is a Hong Kong resident. The Second Seller is a limited liability company established under the laws of the PRC whose principal business is the processing, storage and sale of fruit and vegetable juice.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the First Seller, the Second Seller and the ultimate beneficial owner of the Second Seller are third parties independent of the Company and connected persons (as defined in the Listing Rules) of the Company.

The Share Purchase does not constitute a notifiable transaction for the Company under the Listing Rules. This announcement is made for information of shareholders of the Company and other investors only.

DEFINITIONS

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

“Andre Juice”	Yantai North Andre Juice Co., Ltd., a joint stock limited company incorporated in the PRC and listed on the GEM board of the Stock Exchange
“Board”	the board of Directors
“Chengdu President”	成都統一企業食品有限公司 (Chengdu President Enterprises Co., Ltd.*), a wholly foreign owned enterprise established under the laws of the PRC and a wholly-owned subsidiary of the Company
“Company”	Uni-President China Holdings Ltd., a company incorporated in the Cayman Islands with limited liability and whose ordinary shares are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Share Purchase as contemplated under the Share Purchase Agreements
“Directors”	the Directors of the Company
“Domestic Shares”	domestic invested shares in the share capital of Andre Juice with a nominal value of RMB0.10 each, which are subscribed for and paid up in Renminbi
“First Share Purchase Agreement”	the share purchase agreement dated 12 December 2008 entered into between Chengdu President and the First Seller
“First Seller”	容家禧 (Rong Jia Xi), a Hong Kong resident
“Group”	the Company together with its subsidiaries
“Guangzhou President”	廣州統一企業有限公司 (Guangzhou President Enterprises Corp.*), a wholly foreign owned enterprise established under the laws of the PRC and a wholly-owned subsidiary of the Company
“Listing Rules”	Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“PRC”	People’s Republic of China

“Second Seller”	Yantai Anlin Fruit Industry Co., Ltd., a limited liability company established under the laws of the PRC
“Second Share Purchase Agreement”	the share purchase agreement dated 12 December 2008 entered into between Chengdu President, Guangzhou President and the Second Seller
“Share Purchase”	the acquisition of an aggregate 451,130,807 Domestic Shares by Chengdu President and Guangzhou President pursuant to the Share Purchase Agreements
“Share Purchase Agreements”	the First Share Purchase Agreement and the Second Share Purchase Agreements
“Shareholders”	the shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

For reference only, an exchange rate of HKD1 to RMB0.88 has been used for the conversion of RMB into Hong Kong dollars for the purpose of this announcement.

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

As at the date of this announcement, the executive directors are Mr. Lo Chih-Hsien and Mr. Lin Wu-Chung; the non-executive directors are Mr. Kao Chin-Yen, Mr. Lin Chang-Sheng, Mr. Lin Lung-Yi and Mr. Su Tsung-Ming; and the independent non-executive directors are Mr. Chen Sun-Te, Mr. Fan Ren-Da, Anthony, Mr. Hwang Jenn-Tai, Mr. Yang Ing-Wuu and Mr. Lo Peter.

Hong Kong, 12 December 2008

** For identification purpose only*