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**五菱汽車集團控股有限公司**  
**WULING MOTORS HOLDINGS LIMITED**

*(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)*

**DISCLOSEABLE TRANSACTION  
IN RELATION TO DISPOSAL OF ASSETS BY THE WULING  
INDUSTRIAL GROUP**

**BACKGROUND**

Reference is made to the 2018 Announcement relating to the establishment of the JV Company by Wuling Industrial and AAM International pursuant to the JV Agreement. The JV Company was established on 2 July 2018. According to the JV Agreement and for the purpose of facilitating the commencement of the Business by the JV Company, ancillary agreements were entered into by the relevant parties, among which (i) a consigned processing agreement was entered into between Wuling Industrial and the JV Company on 3 April 2018 relating to the manufacturing of specific products by Wuling Industrial for the JV Company to commence and carry out the Business; and (ii) the Previous Sale and Purchase Agreement was entered into by Wuling Industrial and Liuzhou Zhuotong, both being subsidiaries of the Company and in the capacity as vendors, and the JV Company in the capacity as purchaser relating to the sale and purchase of certain assets (comprising machinery, renovation, station appliance, IT equipment and office equipment, together with certain quantity of inventories) relating to the Business.

**THE SALE AND PURCHASE AGREEMENT**

On 29 December 2019, (a) Wuling Industrial and Liuzhou Zhuotong, as vendors, and (b) the JV Company, as purchaser, entered into the Sale and Purchase Agreement pursuant to which the Parties have conditionally agreed to the sale and purchase of the Assets (comprising the WL Assets and the LZ Assets). The Assets, together with the assets being acquired under the Previous Sale and Purchase Agreement, shall be employed by the JV Company to carry out the Business.

## **LISTING RULES IMPLICATIONS**

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Previous Sale and Purchase Agreement was less than 5%, the Previous Sale and Purchase Agreement entered into among the JV Company, as purchaser, and Wuling Industrial and Liuzhou Zhuotong, as vendors, on a separate basis, did not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules upon its execution on 26 July 2019 and was not subject to the notification and announcement requirements under the Listing Rules.

Pursuant to Rule 14.22 and Rule 14.23 of the Listing Rules for the purpose of classification of transactions, as the Previous Sale and Purchase Agreement and the Sale and Purchase Agreement were entered into between the Wuling Industrial Group and the JV Company within a 12-month period, the transactions contemplated under the Sale and Purchase Agreement would be aggregated with the transactions contemplated under the Previous Sale and Purchase Agreement and be treated as if they were one transaction. The Previous Sale and Purchase Agreement and the Sale and Purchase Agreement involve disposals of assets by the Wuling Industrial Group to the JV Company at a total consideration of RMB76,857,836 (equivalent to approximately HK\$85,542,771) (exclusive of VAT). Having taken into account the highest of the applicable percentage ratio (as defined under Rule 14.07 of the Listing Rules) of the transactions contemplated under the Previous Sale and Purchase Agreement and the Sale and Purchase Agreement is more than 5% but less than 25%, the disposal of the Assets by the Wuling Industrial Group to the JV Company pursuant to the Sale and Purchase Agreement constitutes a discloseable transactions of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **BACKGROUND**

Reference is made to the 2018 Announcement relating to the establishment of the JV Company by Wuling Industrial and AAM International pursuant to the JV Agreement. The JV Company was established on 2 July 2018. According to the JV Agreement and for the purpose of facilitating the commencement of the Business by the JV Company, ancillary agreements were entered into by the relevant parties, among which (i) a consigned processing agreement was entered into between Wuling Industrial and the JV Company on 3 April 2018 relating to the manufacturing of specific products by Wuling Industrial for the JV Company to commence and carry out the Business; and (ii) the Previous Sale and Purchase Agreement was entered into by Wuling Industrial and Liuzhou Zhuotong, both being subsidiaries of the Company and in the capacity as vendors, and the JV Company in the capacity as purchaser relating to the sale and purchase of certain assets (comprising machinery, renovation, station appliance, IT equipment and office equipment, together with certain quantity of inventories) relating to the Business.

On 29 December 2019, (a) Wuling Industrial and Liuzhou Zhuotong, as vendors, and (b) the JV Company, as purchaser, entered into the Sale and Purchase Agreement pursuant to which the Parties have conditionally agreed to the sale and purchase of the Assets (comprising the WL Assets and the LZ Assets). The Assets, together with the assets being acquired under the Previous Sale and Purchase Agreement, shall be employed by the JV Company to carry out the Business.

## **THE SALE AND PURCHASE AGREEMENT**

The principal terms of the Sale and Purchase Agreement are summarized as follows:

**Date:** 29 December 2019

**Parties:** The Vendors  
Wuling Industrial and Liuzhou Zhuotong.

The Purchaser  
The JV Company.

**Assets which are subjects of the Sale and Purchase Agreement:** The Assets (comprising the WL Assets and the LZ Assets) to be sold and purchased include the machinery and equipment as listed out in the relevant valuation reports appended to the Sale and Purchase Agreement, together with the rights attached or in relation thereto. The Assets are currently owned by Wuling Industrial (with regard to the WL Assets) and Liuzhou Zhuotong (with regard to LZ Assets), and shall be purchased and employed by the JV Company for the Business, being development, manufacture and sale of independent rear drive axles assembly, propshafts, Salisbury drive axles (including drive axles assembly), passenger vehicle e-drive units for new energy vehicles, and other driveline components for motor vehicles upon Completion.

**Conditions precedent:** Completion of the Sale and Purchase Agreement is subject to the fulfilment by the Vendors or (as the case may be) the Purchaser, or waive by the other Party, of the following conditions:

- (i) a Party having performed in all material respect of all of its obligations under the Sale and Purchase Agreement required to be performed by it at or prior to the date of Completion;

- (ii) the representations and warranties provided by a Party in the Sale and Purchase Agreement having been true and correct when made and in all material respects as of Completion;
- (iii) no action having been commenced by or before any relevant government authority against a Party which action, if exists, is likely to render it impossible or unlawful to consummate the transactions contemplated by the Sale and Purchase Agreement according to the reasonable and good faith determination of the other Party;
- (iv) the Purchaser having received, to its satisfaction, from the Vendors the documentations proving that all necessary consents and approvals relating to the Sale and Purchase Agreement (including the transactions contemplated thereunder and the execution of the relevant deed of disposal and assignment for the purpose of performing and completing those transactions) having been obtained;
- (v) a Party having received from the other Party the documentations in respect of the due internal approval and execution arrangement of the Sale and Purchase Agreement (including the transactions contemplated thereunder and the execution of the relevant deed of disposal and assignment for the purpose of performing and completing those transactions) by the other Party;
- (vi) a Party having executed and delivered to the other Party the deed of disposal and assignment mentioned in (iv) and (v) above;

- (vii) the Purchaser having received from the Vendors the form of inspection and conclusion relating to the audit conducted by the Ministry of Industry and Information Technology of the PRC on the 2017 Intelligent Manufacturing Integrated Standardization and New Model Application Project (the “**Project**”) performed by Guangxi Automobile, which form having been signed and confirmed by all experts participated in the abovementioned audit and having demonstrated a positive result of the audit (note: the abovementioned arrangement relating to the audit of the Project, according to the relevant government authority’s requirement and for the benefit of the JV Company upon request of Wuling Industrial and AAM International (being the owners of the equity interest in the JV Company), was in charge by Guangxi Automobile);
- (viii) each of Wuling Industrial and AAM International, each being the owner of 50% equity interest in the JV Company, having paid its outstanding contribution to the capital of the JV Company in the amount of RMB49 million (equivalent to approximately HK\$54.54 million) in full; and
- (ix) no event or events having occurred which, individually or in aggregate with other event(s), have or could have a material adverse effect on the Business and the Vendors.

As at the date of this announcement, the above conditions (vii) and (viii) have been fulfilled. If any of the above conditions is/are not fulfilled or waived by the relevant Party and the Completion does not take place on or before 29 February 2020 (or any later date agreed in writing by all Parties), any Party shall have rights to terminate the Sale and Purchase Agreement. If the Completion does not take place on or before 29 February 2020 due to the non-performance by a Party of its obligations under the Sale and Purchase Agreement, such Party should have no right to terminate the Sale and Purchase Agreement according to the terms thereof.

**Consideration:**

The Consideration payable by the Purchaser for the Assets amounts to RMB69,321,896.29 (equivalent to approximately HK\$77,155,271) (exclusive of VAT) in total, among which:

- (a) RMB1,264,718.50 (equivalent to approximately HK\$1,407,632) (exclusive of VAT) is payable to Wuling Industrial for the WL Assets upon Completion; and
- (b) RMB68,057,177.79 (equivalent to approximately HK\$75,747,639) (exclusive of VAT) is payable to Liuzhou Zhuotong for the LZ Assets upon Completion.

The Consideration has been determined by the Parties after arm's length negotiations and taking into account the following factors:

- (i) the net book values of the WL Assets as at 31 August 2019, which is approximately the same amount as the WL Assets Valuation as at 31 August 2019, of approximately RMB1.26 million (equivalent to approximately HK\$1.41 million);
- (ii) the net book values of the LZ Assets as at 31 August 2019, which is approximately the same amount as the LZ Assets Valuation as at 31 August 2019, of approximately RMB66.65 million (equivalent to approximately HK\$74.18 million);
- (iii) the expenses of acquisition, installation and improvement of the WL Assets and the LZ Assets respectively incurred by Wuling Industrial and Liuzhou Zhuotong.

The WL Assets Valuation and the LZ Assets Valuation were conducted by the Valuer, namely 廣西榮聯普泰資產房地產評估有限公司 which is an independent appraisal firm engaged by Wuling Industrial and Liuzhou Zhuotong, by adopting market approach. As mentioned above, the WL Assets Valuation is approximately the same amount as the net book values of the WL Assets as at 31 August 2019, while the LZ Assets Valuation is approximately the same amount as the net book values of the LZ Assets as at 31 August 2019.

The relevant VAT in respect of the sale and purchase of the Assets shall be payable by the JV Company.

The Directors, having considered the above, are of the opinion that the Consideration, together with the payment terms thereof, is fair and reasonable.

**Completion:**

Completion of the Sale and Purchase Agreement shall take place on the second business day upon fulfillment or (as the case may be) waive of all conditions precedent of the Sale and Purchase Agreement as set out in the above paragraph headed “Conditions precedent” in full. Upon Completion, the Vendors shall execute and/or deliver the necessary documentation for the purpose of effecting the Completion, and the Purchaser shall effect payment of the respective consideration attributable to the WL Assets and the LZ Assets to Wuling Industrial and Liuzhou Zhuotong respectively.

**THE PREVIOUS SALE AND PURCHASE AGREEMENT ENTERED INTO BY THE PARTIES**

On 26 July 2019, (i) Wuling Industrial and Liuzhou Zhuotong both in the capacity as vendors, and (ii) the JV Company in the capacity as purchaser entered into the Previous Sale and Purchase Agreement relating to the sale and purchase of certain assets (comprising machinery, renovation, station appliance, IT equipment and office equipment, together with certain quantity of inventories) relating to the Business for a consideration of RMB7,535,940.16 (equivalent to approximately HK\$8,387,501) (exclusive of VAT). The said disposal of assets by Wuling Industrial and Liuzhou Zhuotong to the JV Company pursuant to the Previous Sales and Purchase Agreement was completed on 27 September 2019. Those assets acquired by the JV Company pursuant to the Previous Sale and Purchase Agreement has been employed by it in carrying out the Business.

**INFORMATION ON THE GROUP AND THE PURCHASER**

**The Group**

The Group, including Wuling Industrial Group (which include Liuzhou Zhuotong), is principally engaged in the manufacturing and trading of engines and parts, automotive components and accessories, specialized vehicles (which cover the new energy vehicles, represented primarily by the electric vehicles), as well as the trading of raw materials, water and power supply services.



## **The Purchaser**

The Purchaser (i.e. the JV Company) is a joint venture company established in the PRC on 2 July 2018 pursuant to the JV Agreement entered into between Wuling Industrial and AAM International. Each of Wuling Industrial and AAM International owns 50% of the equity interest in the Purchaser. Accordingly, the Purchaser is an associated company of the Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquires, save for the Group's holding of 50% of the equity interest in the Purchaser, each of the Purchaser, AAM International and its ultimate beneficial owner is a third party independent of and not connected with (within the meaning of the Listing Rules) any of the directors, chief executive or substantial shareholder (has the meaning ascribed thereto under of the Listing Rules) of the Company or its subsidiaries or any of their respective associates (has the meaning ascribed thereto under the Listing Rules).

Pursuant to the JV Agreement, the total capital contribution to the JV Company from the two joint venture parties, namely Wuling Industrial and AAM International, would be RMB138 million (equivalent to approximately HK\$153.59 million) and each joint venture party should paid a total of RMB69 million (equivalent to approximately HK\$76.80 million) in total, among which (a) RMB20 million (equivalent to approximately HK\$22.26 million) has been paid and contributed by each joint venture party to the capital of the JV Company; and (b) the balance in the amount of RMB49 million (equivalent to approximately HK\$54.54 million) should be payable by each joint venture party before Completion pursuant to the terms of the Sale and Purchase Agreement. As mentioned in the paragraph headed "Conditions precedent" under the above section headed "The Sale and Purchase Agreement" of this announcement, condition (viii) of the Sale and Purchase Agreement with regard to the contribution by each of Wuling Industrial and AAM International to the capital of the JV Company in the amount of RMB49 million (equivalent to approximately HK\$54.54 million) has already been fulfilled as at the date of this announcement.

The Purchaser engages in the Business, being development, manufacture and sale of independent rear drive axles, propshafts, Salisbury drive axles (including drive heads), passenger vehicle e-drive units of new energy vehicles, and other driveline components for motor vehicles.

## **REASONS FOR ENTERING INTO THE SALE AND PURCHASE AGREEMENT**

The JV Company (i.e. the Purchaser) was established by Wuling Industrial and AAM International pursuant to the JV Agreement, details of which were set out in the 2018 Announcement and the Company's circular dated 28 May 2018. As detailed in the 2018 Announcement, in order to accommodate the business development of its automobile manufacturing customers (including but not limited to SGMW which has been a major customer of the Wuling Industrial Group) with rising technical and quality requirement in respect of automotive components supplied to them, the Wuling Industrial Group had been actively undertaking certain expansion and upgrading projects in its production facilities. In addition, in response to the increasing orders of SGMW for the high value-added passenger vehicles, Wuling Industrial then considered it was necessary to speed up the enhancement and upgrading exercises of its existing products in order to meet the aforesaid rising technical and quality requirement of SGMW and to further explore more business



opportunities offered by SGMW and other potential new customers in the high-end automobile market. On the basis of such background, Wuling Industrial and AAM International entered into the JV Agreement for the purpose of establishing the JV Company which would be focus on development, manufacture and sale of competitive driveline products. The JV Company was established on 2 July 2018. According to the JV Agreement and for the purpose of facilitating the commencement of the Business by the JV Company, ancillary agreements were entered into by the relevant parties, among which (i) a consigned processing agreement was entered into between Wuling Industrial and the JV Company on 3 April 2018 relating to the manufacturing of specific products by Wuling Industrial for the JV Company to commence and carry out the Business; and (ii) the Previous Sale and Purchase Agreement was entered into by Wuling Industrial and Liuzhou Zhuotong, both being subsidiaries of the Company and in the capacity as vendors, and the JV Company in the capacity as purchaser relating to the sale and purchase of certain assets (comprising machinery, renovation, station appliance, IT equipment and office equipment, together with certain quantity of inventories) relating to the Business at the total consideration of RMB7,535,940.16 (equivalent to approximately HK\$8,387,501) (exclusive of VAT).

The Assets which are subject of the Sale and Purchase Agreement were acquired by Wuling Industrial and Liuzhou Zhuotong for the then purpose of manufacturing competitive driveline products for the production of high-end automobile vehicles. Given the JV Company, since its establishment, has been focused on development, manufacture and sale of competitive driveline products, the Directors consider that the disposal of the Assets by Wuling Industrial and Liuzhou Zhuotong to the JV Company would allow the JV Company to strengthen its production capability as well as the Business upon effective and efficient employment of the Assets by the JV Company after Completion, which in turn will also benefit Wuling Industrial as the owner of 50% of the equity interest in the JV Company.

The terms of the Sale and Purchase Agreement, including the Consideration for the Assets (comprising the WL Assets and the LZ Assets), were determined after arm's length negotiation between the Vendors and the Purchaser with references to, among other things, the net book values of each of the WL Assets and the LZ Assets as at 31 August 2019, and the WL Assets Valuation and the LZ Assets Valuation both as at 31 August 2019. In view of the above, the Directors consider that the Sale and Purchase Agreement is on normal commercial terms, and the terms of thereof are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Based on the Consideration and the respective net book values of each of the WL Assets and the LZ Asses as at 31 August 2019, taking into account the related expenses incurred for entering into the Sale and Purchase Agreement which amount to approximately RMB200,000 (equivalent to approximately HK\$222,600), the Group will record a gain of approximately RMB1,200,000 (representing approximately HK\$1,336,000) as a result of the disposal of the WL Assets and the LZ Asses respectively by Wuling Industrial and Liuzhou Zhuotong pursuant to the Sale and Purchase Agreement. The relevant sale proceeds after deduction of the necessary expenses arising from the execution of the Sale and Purchase Agreement will be used as general working capital of the Wuling Industrial Group for its daily operation.

## LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Previous Sale and Purchase Agreement was less than 5%, the Previous Sale and Purchase Agreement entered into among the JV Company, as purchaser, and Wuling Industrial and Liuzhou Zhuotong, as vendors, on a separate basis, did not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules upon its execution on 26 July 2019 and was not subject to the notification and announcement requirements under the Listing Rules.

Pursuant to Rule 14.22 and Rule 14.23 of the Listing Rules for the purpose of classification of transactions, as the Previous Sale and Purchase Agreement and the Sale and Purchase Agreement were entered into between the Wuling Industrial Group and the JV Company within a 12-month period, the transactions contemplated under the Sale and Purchase Agreement would be aggregated with the transactions contemplated under the Previous Sale and Purchase Agreement and be treated as if they were one transaction. The Previous Sale and Purchase Agreement and the Sale and Purchase Agreement involve disposals of assets by the Wuling Industrial Group to the JV Company at a total consideration of RMB76,857,836 (equivalent to approximately HK\$85,542,771) (exclusive of VAT). Having taken into account the highest of the applicable percentage ratio (as defined under Rule 14.07 of the Listing Rules) of the transactions contemplated under the Previous Sale and Purchase Agreement and the Sale and Purchase Agreement is more than 5% but less than 25%, the disposal of the Assets by the Wuling Industrial Group to the JV Company pursuant to the Sale and Purchase Agreement constitutes a discloseable transactions of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## DEFINITION

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

“ <b>2018 Announcement</b> ”	the Company’s announcement dated 3 April 2018 in relation to, among other things, the establishment of the JV Company
“ <b>AAM International</b> ”	AAM International S.à.r.l., an indirect wholly-owned subsidiary of American Axle & Manufacturing, Inc., which is a manufacturer of automobile driveline and drivetrain components and systems established in the Luxembourg in 2006
“ <b>Assets</b> ”	the WL Assets and the LZ Assets
“ <b>Board</b> ”	the board of Directors

<b>“Business”</b>	the business of the JV Company in developing, manufacturing and selling independent rear drive axles assembly, propshafts, Salisbury drive axles (including drive axles assembly), passenger vehicle e-drive units of new energy vehicles, and other driveline components for motor vehicles
<b>“Company”</b>	Wuling Motors Holdings Limited, a company incorporated in Bermuda with limited liability and the shares of which are listed on the Stock Exchange (stock code: 305.HK)
<b>“Completion”</b>	completion of the Sale and Purchase Agreement pursuant to the terms thereof
<b>“Consideration”</b>	the Consideration for the Assets in the amount of RMB69,321,896.29 (equivalent to approximately HK\$77,155,271) (exclusive of VAT), details of which are set out in the paragraph headed “Consideration” under the section headed “The Sale and Purchase Agreement” of this announcement
<b>“Director(s)”</b>	the director(s) of the Company
<b>“Group”</b>	the Company and its subsidiaries
<b>“Guangxi Automobile”</b>	廣西汽車集團有限公司 (Guangxi Automobile Holdings Limited*), a state-controlled enterprise established in the PRC, being the ultimate controlling Shareholder which is indirectly interested in approximately 60.64% shareholding interest in the Company
<b>“HK\$”</b>	Hong Kong dollar(s), the lawyer currency of Hong Kong
<b>“JV Agreement”</b>	the joint venture agreement dated 3 April 2018 entered into between Wuling Industrial and AAM International for the purpose of establishment of the JV Company
<b>“JV Company” or “Purchaser”</b>	柳州美橋汽車傳動系統有限公司 (Liuzhou AAM Automotive Driveline System Co., Ltd.), the joint venture established and owned by Wuling Industrial and AAM International (each of which owns 50% of the equity interest in the JV Company) pursuant to the JV Agreement
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>“Liuzhou Zhuotong”</b>	柳州卓通汽車部件有限公司 (Liuzhou Zhuotong Automotive Parts and Components Company Limited*), a wholly-owned subsidiary of Wuling Industrial

<b>“LZ Assets”</b>	the assets, comprising 36 sets of machinery and 6 sets of IT equipment, currently owned by Liuzhou Zhuotong and conditionally agreed to be disposed of by it to the JV Company pursuant to the Sale and Purchase Agreement
<b>“LZ Assets Valuation”</b>	the evaluation and appraisal of the LZ Assets as at 31 August 2019 by adopting the market value approach based on the valuation report issued on 23 September 2019 by the Valuer engaged by Liuzhou Zhuotong for the purpose of conducting such evaluation and appraisal
<b>“Parties”</b>	parties to the Sale and Purchase Agreement, namely the JV Company (i.e. the Purchaser), Wuling Industrial and Liuzhou Zhuotong (i.e. the Vendors), and a Party refers to either the Purchaser or the Vendors
<b>“PRC”</b>	the People’s Republic of China
<b>“Previous Sale and Purchase Agreement”</b>	the agreement dated 26 July 2019 entered into among (i) the JV Company as purchaser, and (ii) Wuling Industrial and Liuzhou Zhuotong as vendors, relating to the sale and purchase of certain assets (comprising machinery, renovation, station appliance, IT equipment and office equipment, together with certain quantity of inventories) for the purpose of carrying out the Business by the JV Company
<b>“RMB”</b>	Renminbi, the lawful currency of the PRC
<b>“Sale and Purchase Agreement”</b>	the agreement dated 29 December 2019 entered into among (i) the JV Company as purchaser, and (ii) Wuling Industrial and Liuzhou Zhuotong as vendors, relating to the sale and purchase of the Assets
<b>“Shareholder(s)”</b>	holder(s) of the ordinary shares of HK\$0.004 each in the share capital of the Company
<b>“SGMW”</b>	上汽通用五菱汽車股份有限公司 (SAIC-GM-Wuling Automobile Co., Limited*), a company established in the PRC and a joint venture formed among Shanghai Automobile Industry (Group) Company Limited, GM (China) Investment Co., Limited and Guangxi, and has been a major customer of Wuling Industrial Group’s business in engines and automotive components as well as a major customer of the JV Company for the Business
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited

“Valuer”	廣西榮聯普泰資產房地產評估有限公司，being an independent appraisal firm engaged by Wuling Industrial and Liuzhou Zhuotong respectively for the purposes of conducting evaluation and appraisal of the WL Assets Valuation and LZ Assets Valuation
“VAT”	value added tax
“Vendors”	Wuling Industrial and Liuzhou Zhuotong, and the “Vendor” refers to any one of them
“WL Assets”	the assets, comprising 4 sets of machinery, 361 sets of station appliances and 1 set of IT equipment, currently owned by Wuling Industrial and conditionally agreed to be disposed of by it to the JV Company pursuant to the Sale and Purchase Agreement
“WL Assets Valuation”	the evaluation and appraisal of the WL Assets as at 31 August 2019 by adopting the market value approach based on the valuation report issued on 23 September 2019 by the Valuer engaged by Wuling Industrial for the purpose of conducting such evaluation and appraisal
“Wuling Industrial”	柳州五菱汽車工業有限公司 (Liuzhou Wuling Motors Industrial Company Limited*), a company established in the PRC and a non-wholly-owned subsidiary of the Company
“Wuling Industrial Group”	Wuling Industrial and its subsidiaries
“%”	per cent

On behalf of the Board  
**Wuling Motors Holdings Limited**  
**Yuan Zhijun**  
*Chairman*

Hong Kong, 29 December 2019

*As at the date of this announcement, the Board comprises Mr. Yuan Zhijun (Chairman), Mr. Lee Shing (Vice-chairman and Chief Executive Officer), Mr. Yang Jianyong and Mr. Wang Zhengtong as executive directors and Mr. Ye Xiang, Mr. Wang Yuben and Mr. Mi Jianguo as independent non-executive directors.*

*In this announcement, unless otherwise specified, conversion of RMB into Hong Kong dollars is, based on the exchange rate of RMB1 to HK\$1.113, for information purpose only. Such conversion should not be construed as a representation that the relevant amounts have been, could have been, or could be converted at that or any other rate or at all.*

\* For identification purpose only