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中國富佑集團有限公司
China For You Group Company Limited

(To be renamed as Central Wealth Financial Group Limited 中達金融集團有限公司)

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 572)

MAJOR TRANSACTION:

**THE ACQUISITION OF THE ENTIRE EQUITY INTERESTS OF
THE TARGET COMPANY**

The Board announces that on 2 February 2016, the Purchaser, a wholly owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Vendor in relation to the acquisition of the Sale Share and the Sale Loan by the Purchaser for an aggregate consideration of HK\$117,000,000, of which the Deposit of HK\$32,000,000 has been satisfied in cash under the MOU and the remaining balance of HK\$85,000,000 shall be satisfied by the allotment and issue of the 640,000,000 Consideration Shares amounting to HK\$80,000,000 and the Promissory Notes amounting to HK\$5,000,000. The Acquisition is subject to the satisfaction of the conditions as set out in the paragraph headed “Conditions” below.

As the relevant percentages exceed 25% but are below 100%, the Acquisition constitutes a major transaction on the part of the Company under Chapter 14 of the Listing Rules and is subject to, among others, the approval of the Shareholders at the EGM.

A circular containing, among other matters, further details of the Acquisition, will be despatched to the Shareholders on or before 15 April 2016.

Reference is made to the announcement of the Company dated 7 January 2016 in relation to the entering into of the MOU between the Vendor and Sky Eagle Global Limited relating to the Acquisition.

The Board announces that on 2 February 2016, the Purchaser, a wholly owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Vendor in relation to the acquisition of the Sale Share and the Sale Loan by the Purchaser for an aggregate consideration of HK\$117,000,000.

SALE AND PURCHASE AGREEMENT

Date: 2 February 2016 (after trading hours)

Parties: (1) The Vendor
(2) The Purchaser

The Vendor is a company incorporated in Hong Kong with limited liability and is principally engaged in investment holding. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Vendor and its ultimate beneficial owner are Independent Third Parties and save for holding the Target Company, the Vendor does not have other significant assets. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the ultimate beneficial owner of the Vendor is a merchant and also niece of the ultimate beneficial owner of the VSA Vendor.

The ultimate beneficial owner of the Vendor was known to the Directors during previous business occasion.

The Purchaser is a wholly owned subsidiary of the Company incorporated in the British Virgin Islands and is principally engaged in investment holding.

Asset to be acquired:

Pursuant to the Sale and Purchase Agreement, the Purchaser has conditionally agreed to acquire and the Vendor has conditionally agreed to sell (i) the Sale Share comprising one (1) share in the share capital of the Target Company, representing 100% of the entire issued share capital of the Target Company; and (ii) the Sale Loan.

The Target Company is a company incorporated in Hong Kong with limited liability and is principally engaged in property investment. The only significant asset of the Target Company is the Property.

Consideration:

The total consideration for the Acquisition is HK\$117,000,000, which shall be satisfied by the Purchaser in the following manner:

- (a) as to HK\$32,000,000, being the refundable deposit (the “**Deposit**”) and the part payment towards the consideration for the sale and purchase of the Sale Share and the Sale Loan, has been satisfied in cash under the MOU;
- (b) as to HK\$80,000,000, which shall be payable by the Purchaser by procuring the Company to issue and allot of the 640,000,000 Consideration Shares at the Issue Price of HK\$0.125 per Consideration Share to the Vendor upon Completion; and
- (c) as to the remaining balance of HK\$5,000,000, which shall be payable by the Purchaser by issue the Promissory Notes in the principal amount of HK\$5,000,000 to the Vendor upon Completion.

The consideration was determined after arm’s length negotiations between the parties to the Sale and Purchase Agreement with reference to, among others, (i) the preliminary property valuation of the Property of HK\$240,000,000; and (ii) the outstanding Bank Loan of the Target Company upon Completion shall not exceed HK\$117,000,000. The Directors (including the independent non-executive Directors) consider the consideration of the Acquisition to be fair and reasonable and on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

The preliminary valuation of the Property was carried out by A.G. Wilkinson & Associates (Surveyors) Limited, an independent surveyor to the Company and the date of preliminary valuation was 2 February 2016. The valuer valued the Property by comparison method with reference to comparable market transactions as reported in the market at similar locations. The Company will include the valuation report of the Property in the circular to be despatched to the Shareholders.

In the event that Completion does not take place on or before the Completion Date, or such later date as the Vendor and the Purchaser may agree in writing, the Vendor shall refund the Deposit in full to the Purchaser.

The Consideration Shares

The Issue Price of HK\$0.125 per Consideration Shares represents:

- (a) a discount of approximately 5.30% to the closing price of HK\$0.132 per Share as quoted on the Stock Exchange on 2 February 2016, being the date of the Sale and Purchase Agreement;
- (b) a discount of approximately 8.76% to the average of the closing prices of HK\$0.137 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including 1 February 2016.

The Issue Price was arrived at after arm's length negotiations between the Purchaser and the Vendor with reference to the current market price. The Directors (including the independent non-executive Directors) consider that the Issue Price is fair and reasonable and in the interests of the Shareholders as a whole.

The allotment and issue of the Consideration Shares are subject to the passing of the ordinary resolution(s) by the Shareholders at the EGM approving and authorising the Sale and Purchase Agreement and the transactions contemplated thereby, including but not limited to the allotment and issue of the Consideration Shares.

The 640,000,000 Consideration Shares to be allotted and issued, assuming there will not be any issue or repurchase of new Shares prior to Completion, will represent approximately 11.08% of the existing issued share capital of the Company and approximately 9.97% of the issued share capital of the Company as enlarged by the allotment and issue of the Consideration Shares.

The Consideration Shares when allotted and issued, will rank *pari passu* in all respects with each other and with the Shares in issue on the date of allotment and issue of the Consideration Shares.

Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares.

The Promissory Notes

The terms of the Promissory Notes have been negotiated on an arm's length basis and the principal terms of which are summarised below:

Issuer

The Purchaser

Principal amount

HK\$5,000,000

Interest

The Promissory Notes will carry interest at the interest rate of 2% per annum. Interest shall be payable semi-annually in arrears.

The interest rate was determined after arm's length negotiations with reference to the lending rate of loans of financial institutions.

Maturity

A fixed term of two years from the date of issue of the Promissory Notes.

Early repayment

The Purchaser could, at its option, early repay the Promissory Notes with outstanding interest accrued thereon in whole or in part in integral multiples of principal amount of HK\$1 million by giving a prior ten Business Days' written notice to the Vendor.

Transferability

The Promissory Notes are transferrable in integral multiples of principal amount of HK\$1 million.

Conditions

The Acquisition is conditional upon the satisfaction of the following:

- (a) the Purchaser being satisfied with the results of the due diligence review in particular the review of the assets, liabilities, operations and affairs of the Target Company as the Purchaser may reasonably consider appropriate;
- (b) the Purchaser being satisfied that there are no title defects to the Property and it is free from all encumbrances;
- (c) production of written evidence by the Vendor to the satisfaction of the Purchaser that all debts and liabilities of the Target Company (other than the Sale Loan and the Bank Loan which shall not exceed HK\$117,000,000 and other normal accruals in the ordinary course of business of the Target Company and acceptable by the Purchaser) having been discharged, released, waived or extinguished;
- (d) all necessary consents and approvals required to be obtained on the part of the Purchaser, the Vendor and the Target Company in respect of the Sale and Purchase Agreement and the transactions contemplated thereby having been obtained and remain in full force and effect;
- (e) the passing by the Shareholders who are entitled to vote and not required to be abstained from voting under the Listing Rules at a general meeting of the Company to be convened and held of the necessary ordinary resolution(s) to approve the Sale and Purchase Agreement and the transactions contemplated thereby (including but not limited to the issue and allotment of the Consideration Shares), and all other consents and acts required to be obtained by the Purchaser under the Listing Rules and/or other applicable laws and regulations having been obtained and completed or, as the case may be, the relevant waiver from compliance with any of such rules having been obtained from the Stock Exchange;
- (f) the warranties provided by the Vendor under the Sale and Purchase Agreement remaining true, accurate and complete in all respects;

- (g) the despatch of the circular by the Company in respect of the Acquisition as required under the Listing Rules;
- (h) the Purchaser being satisfied that there has not been any material adverse change in respect of the Target Company since the date of the Sale and Purchase Agreement; and
- (i) the Stock Exchange granting the listing of and permission to deal in the Consideration Shares.

The Purchaser may at any time at its absolute and sole discretion waive in writing the conditions (a), (b), (f) and/or (h) set out above. The other conditions set out above are incapable of being waived. The Purchaser has no current intention to waive any conditions. If the conditions set out above have not been satisfied on or before 31 May 2016, or such later date as the Vendor and the Purchaser may agree in writing (the “**Long Stop Date**”), subject to the refund of Deposit to the Purchaser, the Sale and Purchase Agreement shall cease and terminate and neither party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies thereafter.

Completion

Completion is expected to take place on the fifth Business Day after the fulfilment (or waiver) of the conditions (or such later date as the parties to the Sale and Purchase Agreement may agree) (the “**Completion Date**”) mentioned above.

Upon Completion, the Target Company will become an indirect wholly owned subsidiary of the Company and the financial results of the Target Company will be consolidated with the Group.

INFORMATION ON THE TARGET COMPANY AND THE PROPERTY

The Target Company is a company incorporated in Hong Kong with limited liability and is principally engaged in property investment. Immediately prior to the entering into of the Sale and Purchase Agreement, the Target Company is held as to 100% by the Vendor. After Completion of the Acquisition, the Purchaser shall be interested in the entire issued share capital of the Target Company.

The Target Company is currently holding the Property located at No. 19, Cumberland Road, Kowloon, Hong Kong. The Property is a house with saleable area of approximately 5,808 sq. ft. The Property comprises a 2-storey detached house. Based on the land search record, the Property was acquired by the Target Company in 2007 with a consideration of HK\$83,000,000. The vendor will deliver the Property at vacant possession upon Completion.

Set below is the financial information of the Target Company:

	For the year ended 31 December 2013 HK\$ (Audited)	For the year ended 31 December 2014 HK\$ (Audited)
Loss before taxation	1,077,868	2,659,607
Loss after taxation	1,291,551	2,659,607
Net liabilities	5,660,570	8,320,177

The net losses of the Target Company for the years ended 31 December 2013 and 2014 were primarily due to the administrative expenses of the Target Company.

The valuation report of the Property and the accountant's report of the Target Company shall be included in the circular to be despatched to the Shareholders in respect of the Acquisition.

REASONS FOR THE ACQUISITION

The Group is principally engaged in (a) trading and related services; (b) investment in listed securities and properties in Hong Kong; and (c) money lending business in Hong Kong.

The Directors have been proactive in seeking appropriate investment opportunities to increase the return to the Shareholders. Given that the aggregate of both the consideration under the Sale and Purchase Agreement and the Bank Loan represents a discount to the preliminary valuation of the Property, the Board considers that the Acquisition represents an appropriate investment opportunity. It is the intention of the Group to lease out the Property after Completion, which will allow the Group to have stable rental income.

While the recent property market in Hong Kong is subject to fluctuations as a result of the uncertainty in the global economic environment, the Board considers that there remain investment opportunities existing in the market and the local bank interest rate remains at a relatively low level. The Board will monitor the property investments portfolio of the Group and also the market development and will reallocate resources of the Group in order to maximize the return to the Shareholders.

With the potential of future appreciation in value of the Property and there are no immediate future cash outflow for the Acquisition, the Board considers that it is an appropriate time to invest in the Property.

The Directors (including the independent non-executive Directors) consider that the terms and conditions of the Sale and Purchase Agreement are on normal commercial terms and fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATION

The Acquisition constitutes a major transaction on the part of the Company under Chapter 14 of the Listing Rules and the Acquisition is subject to the approval of the Shareholders. To the best belief, information and knowledge of the Directors, after making reasonable enquiries, no Shareholders have a material interest in the Acquisition and no Shareholders are required to abstain from voting at the EGM.

An EGM will be convened and held for the Shareholders to, among other things, consider and, if thought fit, to approve the Sale and Purchase Agreement and the transactions contemplated thereunder including the Acquisition.

A circular containing, among other things, (i) further details of the Acquisition; (ii) the valuation report on the Property; and (iii) a notice of the EGM, is expected to be despatched to the Shareholders on or before 15 April 2016 in accordance to the Listing Rules.

DEFINITIONS

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

“Acquisition”	the acquisition by the Purchaser of the Sale Share and the Sale Loan subject to and upon the terms and conditions of the Sale and Purchase Agreement
“associates”	has the meaning ascribed to this term under the Listing Rules
“Bank Loan”	the outstanding bank loan owed by the Company to bank, which shall not exceed HK\$117,000,000 upon Completion
“Board”	the board of Directors from time to time
“Business Day”	a day (other than a Saturday, Sunday or public holiday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Company”	China For You Group Company Limited (to be renamed as Central Wealth Financial Group Limited), a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the main board of the Stock Exchange
“Completion”	completion of the Acquisition in accordance with the Sale and Purchase Agreement

“Consideration Shares”	640,000,000 Shares to be allotted and issued by the Company at the Issue Price to the Vendor (or as it may direct) pursuant to the terms of the Sale and Purchase Agreement
“Directors”	directors of the Company
“EGM”	the extraordinary general meeting of the Company to be held and convened to consider and approve the Acquisition
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons of the Company in accordance with the Listing Rules
“Issue Price”	the issue price of HK\$0.125 per Consideration Share
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“MOU”	the memorandum of understanding dated 7 January 2016 between the Sky Eagle Global Limited, a wholly-owned subsidiary of the Company and a fellow subsidiary of the Purchaser and the Vendor relating to the Acquisition
“PRC”	the People’s Republic of China

“Property”	the property located at No. 19, Cumberland Road, Kowloon, Hong Kong
“Purchaser”	Skypark Developments Limited, purchaser to the Sale and Purchase Agreement, a company incorporated in the British Virgin Islands and a wholly owned subsidiary of the Company
“Sale and Purchase Agreement”	the sale and purchase agreement dated 2 February 2016 and entered into between the Vendor and the Purchaser for the sale and purchase of the Sale Share and the Sale Loan
“Sale Loan”	all obligations, liabilities and debts owing or incurred by the Target Company to the Vendor and its associates on or at any time prior to Completion whether actual, contingent or deferred and irrespective of whether the same is due and payable on Completion
“Sale Share”	one (1) share in the issued share capital of the Target Company, representing the entire issued share capital of the Target Company
“Shareholders”	holders of the Shares
“Shares”	ordinary shares of HK\$0.001 each in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Chinacorp (HK) Investment Limited, a company incorporated in Hong Kong with limited liability
“Vendor”	Eternal Vantage Investment Limited, a company incorporated in Hong Kong with limited liability

“VSA Vendor” the vendor of the very substantial acquisition on the part of the Company as announced on 17 August 2015

“%” per cent.

By order of the Board
China For You Group Company Limited
(to be renamed as Central Wealth Financial Group Limited)
Siu Yun Fat
Chairman

Hong Kong, 2 February 2016

As of the date of this announcement, the Board comprises (i) four executive Directors, namely Mr. Lau Fai Lawrence, Mr. Siu Yun Fat, Mr. Yang Yang and Mr. Yu Qingrui; and (ii) three independent non-executive Directors, namely Mr. Chan Yee Por, Simon, Mr. Siu Siu Ling, Robert and Mr. Tam Tak Wah.