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**Great Harvest Maeta Holdings Limited**  
**榮 豐 億 控 股 有 限 公 司**  
*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock code: 3683)**

**INSIDE INFORMATION IN RELATION TO USD54,000,000  
CONVERTIBLE BONDS DUE 10 MAY 2021 -  
SUPPLEMENTAL SETTLEMENT AGREEMENT**

Reference is made to (i) the announcements of Great Harvest Maeta Holdings Limited (the “**Company**”) dated 23 December 2015, 10 May 2016, 14 May 2021, 24 June 2021, 24 November 2021 (the “**Settlement Announcement**”) and 25 February 2022 (the “**Petition Announcement**”) and the circular of the Company dated 15 April 2016 (the “**Circular**”) in relation to, among others, the Convertible Bonds, the Settlement Agreement and the Petition. Capitalised terms used herein shall have the same meanings as those defined in the Circular, the Settlement Announcement and the Petition Announcement unless the context requires otherwise.

The Board wishes to inform the Shareholders that on 29 June 2022, the Company, Mr. Yan, Ms. Lam, Ablaze Rich (as the **Guarantors**) and the Bondholder entered into a supplemental agreement to the Settlement Agreement (the “**Supplemental Settlement Agreement**”) in which the Bondholder has agreed, among others, to conditionally withdraw the Petition and withhold taking any further litigation or claims against the Company in respect of the Default.

Pursuant to the Supplemental Settlement Agreement, the Company will settle the outstanding redemption amount of the Convertible Bonds (which amounted to USD51,230,000 as at the date of this announcement) by repaying the Bondholder (i) USD5,000,000 in cash in 10 quarterly instalments of USD500,000 each with the first instalment to be paid within 7 business days from the date the High Court of Hong Kong grant an order for the withdrawal of the Petition; and (ii) the remaining balance of USD46,230,000 and all accumulated interest (calculated at an interest rate of 8% per annum), both to be paid in cash in one lump sum on 31 December 2024.

The withdrawal of the Petition is conditional upon, among others, the Company having delivered the following security documents for the pledge/mortgage over the following assets of the Group in favour of the Bondholder as security for the Company's performance of its repayment obligations under the Settlement Agreement (as supplemented by the Supplemental Settlement Agreement):

- (i) the mortgage over a vessel owned by the Group;
- (ii) the mortgage over the land use right of a parcel of land of approximately 95.9 mu out of a total of near 200 mu located at Haikou, Hainan Province, the PRC held by a non-wholly owned subsidiary of the Company in the PRC (the "**PRC Subsidiary**");
- (iii) the pledge over the equity interests in the PRC Subsidiary held by a wholly owned subsidiary of the Company in Hong Kong (the "**Hong Kong Subsidiary**"); and
- (iv) the corporate guarantees from the PRC Subsidiary and the Hong Kong Subsidiary.

Upon the Company and the Guarantors' fulfilment of all obligations as contemplated under the Settlement Agreement (as supplemented by the Supplemental Settlement Agreement) and there being no occurrence of any event of default as specified under the Settlement Agreement (as supplemented by the Supplemental Settlement Agreement), the Bondholder agrees that the Company shall be released and discharged of its obligations and liabilities under the Convertible Bonds and the Default.

The Guarantors have agreed to jointly and severally guarantee the due observance and performance by the Company of its obligations under the Settlement Agreement (as supplemented by the Supplemental Settlement Agreement). Furthermore, the Settlement Agreement (as supplemented by the Supplemental Settlement Agreement) requires that Mr. Yan and Ms. Lam shall continue to hold 51% and 49% of the issued share capital in Ablaze Rich, respectively, and Ablaze Rich shall continue to hold at least 51% of the issued share capital of the Company.

As at the date of this announcement, the entire issued share capital in Ablaze Rich is owned as to 51% by Mr. Yan and 49% by Ms. Lam, and the entire issued share capital in the Company is owned as to 64.56% by Ablaze Rich.

The Group is planning to raise funds through the capital market, such as placement or issue of corporate bonds and/or other sources, to finance the settlement of the outstanding redemption amount of the Convertible Bonds, negotiation with potential investor(s) on which is ongoing as at the date of this announcement. Further announcement(s) in relation to, *inter alia*, any other material developments in connection with the redemption arrangement of the Convertible Bonds will be made as and when appropriate.

**Shareholders and potential investors should exercise caution when dealing in the Shares of the Company.**

\* *For identification purposes only*

For and on behalf of the Board  
**Great Harvest Maeta Holdings Limited**  
**Yan Kim Po**  
*Chairman*

Hong Kong, 29 June 2022

*As at the date of this announcement, the executive Directors are Mr. Yan Kim Po and Ms. Lam Kwan; and the independent non-executive Directors are Mr. Cheung Kwan Hung, Dr. Chan Chung Bun, Bunny and Mr. Wai Kwok Hung.*