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Well Way Group Limited
和匯集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8063)

DISCLOSEABLE TRANSACTION

After the trading hours of the Stock Exchange on 15 November 2013, the Vendor and the Purchaser entered into the Agreement, pursuant to which the Vendor conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Sale Assets, comprising the Membership and the Sale Shares, at a consideration of HK\$12.7 million.

As one of the applicable percentage ratios in relation to the Disposal exceeds 5% but falls below 25%, the Disposal constitutes a discloseable transaction for the Company under the GEM Listing Rules.

The Board is pleased to announce that after the trading hours of the Stock Exchange on 15 November 2013, the Vendor and the Purchaser entered into the Agreement, pursuant to which the Vendor conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Sale Assets at a consideration of HK\$12.7 million. The principal terms of the Agreement are set out below.

THE AGREEMENT

Date

15 November 2013

Parties

Vendor: Wing Shing Loong Goldsmith & Refinery Co. Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company

Purchaser: Far East Financial Consultants Limited, a company incorporated in Hong Kong with limited liability, or its nominee

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Purchaser and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons (as defined in the GEM Listing Rules). As advised by the Purchaser, the Purchaser is principally engaged in consultancy services relating to GSE membership.

The Sale Assets

Pursuant to the Agreement, the Vendor conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Sale Assets, comprising the Membership and the Sale Shares. The Membership shall be acquired by the Purchaser free from all liens, claims and encumbrances and with all rights attached thereto after the date of Completion. The Membership allows its holder to provide trading services for gold, silver and precious metals to its customers and molding of physical gold/silver bullion under the GSE. To the best of the Directors' knowledge and based on the latest information available to the Company, the Sale Shares comprise 136,000 unlisted shares representing less than 1% of the issued shares of Hong Kong Precious Metals Exchange Limited, a subsidiary of the GSE.

For the two years ended 31 December 2011 and 2012, no turnover attributable to the Sale Assets was recorded and the net loss attributable to the Sale Assets (both before and after taxation) was approximately HK\$12,000 and HK\$5,200, respectively. The unaudited carrying value of the Sale Assets as at 30 June 2013 amounted to approximately HK\$0.4 million.

Consideration

The aggregate consideration of HK\$12.7 million payable to the Vendor by the Purchaser for the Sale Assets, comprising the consideration of HK\$12,564,000 for the Membership and the consideration of HK\$136,000 for the Sale Shares, shall be settled in cash as follows:

- (i) the Deposit of HK\$4.0 million was paid by the Purchaser to the Vendor at the time of the signing of the Agreement; and
- (ii) the remaining balance of the consideration of HK\$8.7 million shall be payable upon Completion.

The consideration was determined after arm's length negotiations between the Vendor and the Purchaser with reference to the market value of the Sale Assets.

Conditions precedent

Completion is subject to the approval of the transfer of the Membership from the Vendor to the Purchaser by the Committee.

Pursuant to the Agreement, the Vendor shall use its best endeavors to submit all applicable documents, as required by the GSE for the purpose of transferring the Membership, to the GSE within 21 days after the date of the Agreement, while the Purchaser shall use its best endeavors to submit all files and documents, as required by and to the satisfaction of the GSE in relation to the application for transferring the Membership, to the GSE within two months after the date of the Agreement.

Other terms

The Vendor shall use its best endeavors to assist in completing the procedures required for transferring the Sale Shares to the Purchaser within three months following Completion. If the transfer of the Sale Shares does not take place within three months following Completion, the Vendor shall return HK\$136,000 to the Purchaser and neither party shall have any obligations and liabilities thereunder. For the avoidance of doubt, the Completion shall not be affected whether the transfer of the Sale Shares can be completed.

The Vendor and the Purchaser shall bear their own costs in respect of the legal and relevant taxes and fees in relation to the sale and purchase of the Sale Assets under the Agreement. The Purchaser shall be responsible for any costs arising from the application for the transfer of the Membership, including but not limited to (i) application or transfer fees payable to the GSE; (ii) direct costs relating to the appointment of a qualified manager according to the requirements of the GSE; and (iii) monthly membership fee payable to the GSE for the month in which Completion takes place.

Termination

If Completion does not take place on or before 11 April 2014 due to the Vendor defaults on completing the Membership transfer after obtaining the Consent, the Vendor shall refund the Deposit without interest and pay an additional HK\$1.0 million as compensation to the Purchaser. The Agreement shall then be terminated and neither party shall have any obligations and liabilities thereunder.

If Completion does not take place on or before 11 April 2014 due to the Purchaser's failure on completing the Membership transfer procedures as a result of not being able to fulfill the requirements of the GSE or defaults on the completion of the Membership transfer after obtaining the Consent, the Vendor shall be entitled to deduct HK\$1.0 million from the Deposit as compensation and the remaining balance of HK\$3.0 million shall be returned within three Business Days to the Purchaser without interest. The Agreement shall then be terminated and neither party shall have any obligations and liabilities thereunder.

Except for the above reasons, the Agreement shall be terminated and neither party shall have any obligations and liabilities thereunder if Completion does not take place on or before 11 April 2014.

Completion

Completion shall take place upon completing the Membership transfer procedures after obtaining the Consent, in any event, on or before 11 April 2014 (or such later date as the Purchaser and the Vendor may agree in writing if a third party to the Agreement lodges an objection to GSE with reasonable grounds against the transfer of the Membership).

REASONS FOR THE DISPOSAL

The Group is principally engaged in the provision and operation of travel business, treasury management and precious metals trading.

For the two years ended 31 December 2011 and 2012, the Group has generated no revenue from the Membership related business. In light of the cash to be generated from the Disposal and the intention of the Group to focus on its travel business in future, the Directors consider that the Disposal represents an attractive opportunity for the Group to realize the Membership, which is inactive, and the Sale Shares and provide additional cash resources for the Group's travel business. The Disposal is expected to result in a gain of approximately HK\$12.2 million, being the difference between (i) the consideration of the Disposal of HK\$12.7 million; and (ii) the estimated costs directly attributable to the Disposal of approximately HK\$0.1 million and the carrying value of the Sale Assets of approximately HK\$0.4 million as at 30 June 2013. The net proceeds from the Disposal amounting to approximately HK\$12.6 million will be used by the Group as general working capital for its travel business.

Based on the above, the Directors consider the terms of the Agreement to be fair and reasonable, and the Disposal is in the interests of the Company and the Shareholders as a whole.

GEM LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios in relation to the Disposal exceeds 5% but falls below 25%, the Disposal constitutes a discloseable transaction for the Company under the GEM Listing Rules.

DEFINITIONS

Unless the context requires otherwise, the following expressions shall have the following meanings in this announcement:

“Agreement”	the sale and purchase agreement dated 15 November 2013 entered into between the Vendor and the Purchaser in relation to the Disposal
“Board”	the board of Directors
“Business Day(s)”	a day(s) (excluding Saturday, Sunday, public holiday and any day on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not lower or discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business
“Committee”	the Executive and Supervisory Committees of the GSE
“Company”	Well Way Group Limited, a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on the GEM
“Completion”	completion of the transfer of the Membership
“Consent”	the written approval of the transfer of the Membership issued by the Committee
“Deposit”	the amount of HK\$4.0 million paid by the Purchaser to the Vendor upon signing of the Agreement as deposit and partial payment of the consideration for the Sale Assets
“Director(s)”	director(s) of the Company
“Disposal”	the disposal of the Sale Assets by the Vendor in accordance with the terms and conditions of the Agreement
“GEM”	Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“GSE”	The Chinese Gold & Silver Exchange Society

“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Membership”	the ordinary membership of the GSE (including the gold bullion group) held by the Vendor
“Purchaser”	Far East Financial Consultants Limited, a company incorporated in Hong Kong with limited liability, or its nominee
“Sale Assets”	the Membership and the Sale Shares
“Sale Shares”	136,000 unlisted shares of Hong Kong Precious Metals Exchange Limited held by the Vendor
“Shareholder(s)”	holder(s) of the ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendor”	Wing Shing Loong Goldsmith & Refinery Co. Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By Order of the Board
Well Way Group Limited
Tang Chi Ming
Executive Director

Hong Kong, 15 November 2013

As at the date of this announcement, the Board comprises Mr. Tang Chi Ming and Mr. Tse Ke Li as executive Directors, and Mr. Chung Koon Yan, Ms. Chan Ling, Eva and Mr. Lam Ka Wai, Graham as independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the GEM website at www.hkgem.com on the “Latest Company Announcements” page for at least seven days from the date of its posting and on the Company’s website at www.wellwaygp.com.