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DACHAN FOOD (ASIA) LIMITED

大成食品(亞洲)有限公司

(the "Company")

 $(Incorporated\ in\ the\ Cayman\ Islands\ with\ limited\ liability)$

(Stock Code: 3999)

RENEWAL OF VARIOUS CONTINUING CONNECTED TRANSACTIONS

INTRODUCTION

Reference is made to the Company's announcement dated 6 November 2012 and the Company's circular dated 3 December 2012 regarding, among others, various continuing connected transactions contemplated under:

- 1. GWE Master Purchase Agreement entered into between the Company and GWE;
- 2. GWE Master Supply Agreement entered into between the Company and GWE;
- 3. Marubeni Master Purchase Agreement entered into between the Company and Marubeni PRC; and
- 4. Marubeni Master Supply Agreement entered into between the Company and Marubeni.

The terms of all Current Agreements shall expire on 31 December 2015.

On 7 May 2015, the Company entered into the following agreements:

- 1. GWE Master Purchase (Renewal) Agreement with GWE;
- 2. GWE Master Supply (Renewal) Agreement with GWE
- 3. Marubeni Master Purchase (Renewal) Agreement with Marubeni PRC; and
- 4. Marubeni Master Supply (Renewal) Agreement with Marubeni.

The Renewal Agreements will be effective for three years starting from 1 January 2016. The terms of the Renewal Agreements are substantially the same as those of the Current Agreements.

LISTING RULES IMPLICATIONS

GWE is the ultimate controlling shareholder of the Company which indirectly holds approximately 52.04% of issued share capital of the Company as at the date of this announcement. Marubeni is the ultimate holding company of Marubeni PRC, which is a substantial shareholder of a subsidiary of the Company. Therefore, each of GWE, Marubeni and Marubeni PRC is a connected person of the Company under the Listing Rules.

As as least one of the applicable percentage ratios (other than the profits ratio) calculated based on the respective proposed annual caps of each of the Transactions exceeds 5%, the Transactions are subject to the reporting, announcement, Independent Shareholders' approval and annual review requirements under the Listing Rules.

The Independent Board Committee has been established to advise the Independent Shareholders on the Transactions. The Company has also appointed independent financial advisers to advise the Independent Board Committee and the Independent Shareholders in this regard. The Company is expected to despatch to the Shareholders on or before 29 May 2015 a circular containing further details of the Renewal Agreements, letters from the Independent Board Committee and the independent financial advisers, and a notice convening the EGM.

INTRODUCTION

Reference is made to the Company's announcement dated 6 November 2012 and the Company's circular dated 3 December 2012 regarding, among others, various continuing connected transactions contemplated under:

- 1. GWE Master Purchase Agreement entered into between the Company and GWE;
- 2. GWE Master Supply Agreement entered into between the Company with GWE;
- 3. Marubeni Master Purchase Agreement entered into between the Company and Marubeni PRC; and
- 4. Marubeni Master Supply Agreement entered into between the Company and Marubeni.

The terms of all Current Agreements shall expire on 31 December 2015.

On 7 May 2015, the Company entered into the following agreements:

- 1. GWE Master Purchase (Renewal) Agreement with GWE;
- 2. GWE Master Supply (Renewal) Agreement with GWE;
- 3. Marubeni Master Purchase (Renewal) Agreement with Marubeni PRC, and
- 4. Marubeni Master Supply (Renewal) Agreement with Marubeni.

The Renewal Agreements will be effective for three years starting from 1 January 2016. The terms of the Renewal Agreements are substantially same as those of the Current Agreements. Details of the Renewal Agreements are set out as below.

RENEWAL OF VARIOUS CONTINUING CONNECTED TRANSACTIONS

1. GWE Master Purchase (Renewal) Agreement

Duration:

Major terms:

As the GWE Master Purchase Agreement will expire on 31 December 2015 and the Company from time to time needs to purchase raw materials from the GWE Group for its business, the Company entered into GWE Master Purchase (Renewal) Agreement with GWE.

Set out below are the major terms of GWE Master Purchase (Renewal) Agreement:

Date: 7 May 2015

Parties: (i) the Company – the purchaser (for itself and on behalf of other members of the Group); and

(ii) GWE – the supplier (for itself and on behalf of other members of the GWE Group).

Subject to the approval of the Independent Shareholders at the EGM, 3 years starting from 1 January 2016 to 31 December 2018.

GWE shall sell and shall procure any and all members of the GWE Group to sell and the Company shall purchase and shall procure any and all members of the Group to purchase products which includes:

- (i) the products of the relevant members of the GWE Group (including any instalment of the products or any parts for them); and
- (ii) the products manufactured by the relevant member of the GWE Group in conformance with specifications and requirements specified by the relevant member of the Group,

on a non-exclusive basis in accordance with contracts to be entered into between the relevant members of the Group and the relevant members of the GWE Group from time to time.

The terms and conditions of contract for sale and purchase of products in accordance with the GWE Master Purchase (Renewal) Agreement shall only comprise (i) the written quotation of the relevant member of the GWE Group accepted by the relevant member of the Group or (ii) written order of the relevant member of the Group accepted by the relevant member of the GWE Group, subject in either case to the terms and conditions of the GWE Master Purchase (Renewal) Agreement to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the relevant member of the Group.

Price determination:

The prices of the products shall be agreed between the parties to the relevant contract of purchase on an arms' length basis and shall be on normal commercial terms or terms no less favourable to the relevant member of the Group than terms available to Independent Third Parties by the relevant member of GWE Group in respect of the sale of products of such member and shall be within the range of fair price prevailing on the market of the same or similar products in the PRC for the time being.

Payment:

The relevant members of the Group shall pay the price of the products within 60 days of the date of the invoice sent from the relevant member of the GWE Group after the delivery of products.

2. GWE Master Supply (Renewal) Agreement

As the GWE Master Supply Agreement will expire on 31 December 2015 and the Company from time to time supplies raw materials to the GWE Group, the Company entered into GWE Master Supply (Renewal) Agreement with GWE.

Set out below are the major terms of GWE Master Supply (Renewal) Agreement:

Date: 7 May 2015

Parties: (i) the Company – the supplier (for itself and on behalf of other members of the Group); and

(ii) GWE – the purchaser (for itself and on behalf of other members of the GWE Group).

Subject to the approval of the Independent Shareholders at the EGM, 3 years starting from 1 January 2016 to 31 December 2018.

Duration:

Major terms:

The Company shall sell and shall procure any and all members of the Group to sell and GWE shall purchase and shall procure any and all members of the GWE Group to purchase products which include:

- (i) the products of the relevant members of the Group (including any instalment of the products or any parts for them); and
- (ii) the products manufactured by the relevant member of the Group in conformance with specifications and requirements specified by the relevant member of the GWE Group,

on a non-exclusive basis in accordance with contracts to be entered into between the relevant members of the Group and the relevant members of the GWE Group from time to time.

The terms and conditions of contract for sale and purchase of products in accordance with the GWE Master Supply (Renewal) Agreement shall only comprise (i) the written quotation of the relevant member of the Group accepted by the relevant member of the GWE Group or (ii) written order of the relevant member of the GWE Group accepted by the relevant member of the Group, subject in either case to the terms and conditions of the GWE Master Supply (Renewal) Agreement to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the relevant member of the GWE Group.

The price of the products shall be agreed between the relevant member of the Group and the relevant member of GWE Group by reference to the cost of production for the products involved and using the same price determination basis as that adopted by the relevant member of the Group from time to time for sale of same or similar products to its other customers who are Independent Third Parties

The relevant members of the GWE Group shall pay the price of the products within 60 days of the date of the invoice sent from the relevant member of the Group after the delivery of products.

Price determination:

Payment:

3. Marubeni Master Purchase (Renewal) Agreement

As the Marubeni Master Purchase Agreement will expire on 31 December 2015 and the Company and Marubeni PRC intended to carry out transactions of similar nature to those under the Marubeni Master Purchase Agreement, they entered into Marubeni Master Purchase (Renewal) Agreement on substantially the same terms as those of the Marubeni Master Purchase Agreement.

Set out below are the major terms of Marubeni Master Purchase (Renewal) Agreement:

Date: 7 May 2015

Parties: (i) the Company – the purchaser (for itself and on behalf of other members of the Group); and

(ii) Marubeni PRC – the supplier (for itself and on behalf of other members of the Marubeni PRC Group).

Subject to the approval of the Independent Shareholders at the EGM, 3 years starting from 1 January 2016 to 31 December 2018.

The Company agrees to purchase and procure members of the Group to purchase and Marubeni PRC agrees to sell and procure members of the Marubeni PRC Group to sell products processed, manufactured, produced, sold and/or distributed by the members of the Marubeni PRC Group including but not limited to soybean powder, mixed powder, oil, and condiment on a non-exclusive basis pursuant to contracts to be entered into between the relevant members of the Group and the relevant members of the Marubeni PRC Group from time to time in accordance with the terms of Marubeni Master Purchase (Renewal) Agreement.

The prices of the products shall be agreed between the parties to the relevant contract of purchase on an arms' length basis and shall be on normal commercial terms or terms no less favourable to the relevant number of the Group than terms available to Independent Third Parties by the relevant member of the Marubeni PRC Group in respect of the sale of products of that member and shall be within the range of fair price prevailing on the market of the same or similar products in the PRC for the time being.

Duration:

Major terms:

Price determination:

Payment:

The Company shall procure the members of the Group to pay the price of the products in accordance with the contract entered into between the relevant member of the Group and the relevant member of the Marubeni PRC Group from time to time after the relevant members of the Marubeni PRC Group has supplied products in accordance with the said contract.

4. Marubeni Master Supply (Renewal) Agreement

As the Marubeni Master Supply Agreement will expire on 31 December 2015 and the Company and Marubeni intended to carry out transactions of similar nature to those under the Marubeni Master Supply Agreement, they entered into Marubeni Master Supply (Renewal) Agreement on substantially the same terms as those of the Marubeni Master Supply Agreement.

Set out below are the major terms of Marubeni Master Supply (Renewal) Agreement:

Date: 7 May 2015

Parties: (i) the Company – the supplier (for itself and on behalf of other

members of the Group); and

(ii) Marubeni – the purchaser.

Duration: Subject to the approval of the Independent Shareholders at the

EGM, 3 years starting from 1 January 2016 to 31 December 2018.

Major terms: Marubeni requests the Group to sell and the Company (for itself

and on behalf of other members of the Group) agrees to sell the food related products of the relevant members of the Group as set out against the relevant member of the Group (including any instalment of the goods or any parts for them) under the written

purchase order placed by Marubeni.

Price determination: The price of the products shall be agreed between the relevant

member of the Group and Marubeni by reference to the cost of production for the products involved and using the same price determination basis as that adopted by the relevant member of the Group from time to time for sale of same or similar products to its

other customers who are Independent Third Parties.

Payment:

Marubeni will, upon acceptance of the products tendered in conformity with the purchase order placed by Marubeni, pay the purchase price of the products within the period and manner as laid down in the said purchase order.

INTERNAL MEASURES REGARDING PRICE DETERMINATION FOR TRANSACTIONS

The Group will take the following internal measures to determine the asking prices or quoted prices for products in the Transactions where there are no comparable prices of the relevant products from Independent Third Parties are available:

- (a) compare the asking prices or quoted prices with the quotations from suppliers in the market for similar, relevant or substituting products; and
- (b) the asking prices or quoted prices shall then be negotiated between the parties based on normal commercial terms of similar, relevant or substituting products that are considered to be fair and reasonable by the respective member of both parties and having regard to:
 - (i) the impact of the asking prices or quoted prices of the relevant products on the cost of the production of the relevant parties; and
 - (ii) a reasonable profit margin to be obtained by the relevant parties.

HISTORICAL FIGURES

The following table sets out the respective aggregate value of products sold and purchased under the continuing connected transactions entered into pursuant to each of the Current Agreements for the two years ended 31 December 2014 and the 3 months ended 31 March 2015, the respective annual caps under the Current Agreements for the three years ending 31 December 2015, and the corresponding utilisation rates of the existing annual cap:

For the 3 months

ended 31 March 2015 (unaudited) (for actual amount only)/for the year ending 31 For the year For the year ended 31 December 2015 Continuing connected ended 31 transactions under the December 2013 December 2014 (for annual **Current Agreements** (audited) (audited) cap only) RMB'000 RMB'000 RMB'000 1. **GWE Master** Actual 19,500 16,205 3,202 Annual Caps 50,000 60,000 Purchase Agreement 70,000 Utilisation Rates^ 39% 27% 18% 2. **GWE Master Supply** Actual 122,371 210,467 60,140 Agreement Annual Caps 250,000 300,000 360,000 Utilisation Rates^ 49% 70% 67% 3 Marubeni Master Actual 7,987 4,848 1,005 Purchase Agreement Annual Caps 60,000 60,000 60,000 Utilisation Rates^ 13% 8% 7% Marubeni Master 4. Actual 243,668 144,455 34,422 350,000 Supply Agreement Annual Caps 400,000 450,000 Utilisation Rates^ 70% 36% 31%

[^] The utilisation rates for transactions under the Current Agreement for the 3 months ended 31 March 2015 was calculated based on one-fourth of the annual cap set for the year ended 31 December 2015.

PROPOSED ANNUAL CAPS

The following table sets out the respective proposed annual caps of the Transactions under the each of the Renewal Agreements:

Continuing connected transactions under the Renewal agreements		For the year ending 31 December 2016 RMB'000	For the year ending 31 December 2017 RMB'000	For the year ending 31 December 2018 RMB'000	
1.	GWE Master Purchase (Renewal) Agreement	Proposed annual cap	60,000	60,000	60,000
2.	GWE Master Supply (Renewal) Agreement	Proposed annual cap	400,000	450,000	500,000
3.	Marubeni Master Purchase (Renewal) Agreement	Proposed annual cap	50,000	50,000	50,000
4.	Marubeni Master Supply (Renewal) Agreement	Proposed annual cap	450,000	450,000	450,000

REASONS FOR THE PROPOSED ANNUAL CAPS

The major bases and assumptions for determining the proposed annual caps for the various continuing connected transactions are set out below.

1. Proposed annual caps for GWE Master Purchase (Renewal) Agreement

The proposed annual caps for the transactions contemplated under GWE Master Purchase (Renewal) Agreement are determined after taking into account the following factors:

- (i) the historical value of products purchased by the Group from the GWE Group;
- (ii) the anticipated future demands of the Group in the products supplied by the GWE Group with reference the production capacity of the Group and the production needs of the Group; and
- (iii) the expected future price of the products taking into account the trend of prevailing market prices of the same, similar, or substituting products traded in the PRC and the expected inflation rates.

2. Proposed annual caps for GWE Master Supply (Renewal) Agreement

The proposed annual caps for the transactions contemplated under GWE Master Supply (Renewal) Agreement are determined after taking into account the following factors:

- (i) the historical value of products supplied by the Group to the GWE Group;
- (ii) the anticipated future sales volume of the products supplied by the Group to the GWE Group; and
- (iii) the expected future price of the products taking into account the expected inflation rates and the trend of prevailing market prices of the same, similar, or substituting products traded in the PRC.

3. Proposed annual caps for Marubeni Master Purchase (Renewal) Agreement

The proposed annual caps for the transactions contemplated under Marubeni Master Purchase (Renewal) Agreement are determined after taking into account the following factors:

- (i) the historical value of products purchased by the Group from Marubeni PRC;
- (ii) the anticipated future demands of the Group in the products supplied by Marubeni PRC with reference the production capacity of the Group and the production needs of the Group; and
- (iii) the expected future price of the products taking into account the trend of prevailing market prices of the same, similar, or substituting products traded in the PRC and the expected inflation rates.

4. Proposed annual caps for Marubeni Master Supply (Renewal) Agreement

The proposed annual caps for the transactions contemplated under Marubeni Master Supply (Renewal) Agreement are determined after taking into account the following factors:

- (i) the historical value of products supplied by the Group to Marubeni;
- (ii) the anticipated future sales volume of the products supplied by the Group to Marubeni; and
- (iii) the expected future price of the products taking into account the trend of prevailing market prices of the same, similar, or substituting products traded in the PRC and the expected inflation rates.

REASONS FOR AND BENEFITS OF THE CONTINUING CONNECTED TRANSACTIONS

The Directors (including the independent non-executive Directors) consider that the terms of each of the Renewal Agreements are fair and reasonable, on normal commercial terms or better and in the ordinary and usual course of business of the Group and it is in the interests of the Company and the Shareholders as a whole to enter in to the Transactions for the following reasons:

1. GWE Master Purchase (Renewal) Agreement and Marubeni Master Purchase (Renewal) Agreement

The GWE Group has been a very reliable supplier of high quality raw materials to the Group. By entering into the GWE Master Purchase (Renewal) Agreement, the Group has secured a longer term of supply of high quality raw materials and products which will be beneficial to the growth of the Group's business.

In respect of the Marubeni Master Purchase (Renewal) Agreement, the transactions thereunder will continue to facilitate the smooth operation of the Group's business by securing a stable and reliable source of high quality raw materials necessary for the Group's operation. Furthermore, purchasing goods from the Marubeni PRC Group will strengthen the already close business relationship with Marubeni which is one of the main customers of the Group.

2. GWE Master Supply (Renewal) Agreement and Marubeni Master Supply (Renewal) Agreement

The GWE Group and the Marubeni Group are major clients of the Group. It is beneficial to the Group to secure a closer and long term supplier-customer relationship with the GWE Group and Marubeni by entering into the GWE Master Supply (Renewal) Agreement and Marubeni Master Supply (Renewal) Agreement respectively. It is expected that the entering into of such agreements can generate good revenue for the Group. Besides, by maintaining a good co-operation relationship with Marubeni, the Group may facilitate Marubeni to assist the Group to expand domestic and overseas market.

LISTING RULES IMPLICATIONS

GWE is the ultimate controlling shareholder of the Company which indirectly holds approximately 52.04% of the issued share capital of the Company as at the date of this announcement. Marubeni is the ultimate holding company of Marubeni PRC, which is a substantial shareholder of a subsidiary of the Company. Therefore, each of GWE, Marubeni and Marubeni PRC is a connected person of the Company under the Listing Rules.

As at least one of the applicable percentage ratios (other than the profits ratio) calculated based on the respective proposed annual caps of the each of the Transactions exceed 5%, the Transactions are subject to the reporting, announcement, Independent Shareholders' approval and annual review requirements in accordance with the Listing Rules.

The Independent Board Committee has been established to advise the Independent Shareholders on the Transactions. The Company has also appointed independent financial advisers to advise the Independent Board Committee and the Independent Shareholders in this regard. The Company is expected to despatch to the Shareholders on or before 29 May 2015 a circular containing further details of the Renewal Agreements, letters from the Independent Board Committee and the independent financial advisers, and a notice convening the EGM.

GENERAL INFORMATION OF THE PARTIES

The Group is a leading fully integrated animal protein provider whose products range from feeds, poultry and advanced nutritional formulas for aquatic animals to processed foods. For more information on the Group, please visit its official website at www.dfa3999.com (The information that appears in this website does not form part of this announcement).

The principal business of GWE is production and processing of soybean products, feeds and chicken meat.

The principal business of Marubeni and Marubeni PRC is trading of commodities including but not limited to agri-marine products, metal and mineral, and energy products.

DEFINITIONS

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

"associate(s)"	has the meaning ascribed to it under the Listing Rules;

"Board" the board of Directors:

"Company" DaChan Food (Asia) Limited, a company incorporated in the Cayman

Islands with limited liability, whose shares are listed on the Main Board

of the Stock Exchange (stock code: 03999);

"connected person(s)" has the meanings ascribed to it under the Listing Rules;

"controlling shareholder" has the meanings ascribed to it under the Listing Rules;

"Current Agreements" the GWE Master Purchase Agreement, the GWE Master Supply

Agreement, the Marubeni Master Purchase Agreement and the Marubeni

Master Supply Agreement

"Director(s)" the director(s) of the Company;

"EGM" the extraordinary general meeting of the Company to be convened and

held to consider, and if thought fit, approve the Transactions;

"Group"	the Company and its subsidiaries from time to time;
"GWE"	Great Wall Enterprise Co. Ltd., a joint stock company established under the laws of the Republic of China, whose are listed on Taiwan Stock Exchange Corporation, and the ultimate controlling shareholder of the Company;
"GWE Group"	GWE and its subsidiaries from time to time but excludes the members of the Group for the purpose of the Transactions;
"GWE Master Purchase Agreement"	the master purchase agreement entered into between the Company and GWE dated 6 November 2012;
"GWE Master Purchase (Renewal) Agreement"	the master purchase (renewal) agreement entered into between the Company and GWE dated 7 May 2015;
"GWE Master Supply Agreement"	the master supply agreement entered into between the Company and GWE dated 6 November 2012;
"GWE Master Supply (Renewal) Agreement"	the master supply (renewal) agreement entered into between the Company and GWE dated 7 May 2015;
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"Independent Board Committee"	
"Independent Board	of China; an committee of the Board to be established for reviewing the terms of the Transactions, consisting only of all independent non-executive
"Independent Board Committee"	of China; an committee of the Board to be established for reviewing the terms of the Transactions, consisting only of all independent non-executive Directors who do not have any material interest in the Transactions; any Shareholder who does not have any material interest in the relevant
"Independent Board Committee" "Independent Shareholders"	of China; an committee of the Board to be established for reviewing the terms of the Transactions, consisting only of all independent non-executive Directors who do not have any material interest in the Transactions; any Shareholder who does not have any material interest in the relevant Transactions; any third party that is not a connected person of the Company and the

"Marubeni PRC"	Marubeni (PRC) Limited* (丸紅(中國)有限公司), a company established in the PRC and a subsidiary of Marubeni;
"Marubeni PRC Group"	Marubeni PRC and its subsidiaries from time to time;
"Marubeni Group"	Marubeni and its subsidiaries from time to time but excludes the members of the Group for the purpose of the Transactions;
"Marubeni Master Purchase Agreement"	the master purchase (renewal) agreement* (主購買 (續期) 協議) entered into between the Company and Marubeni PRC dated 6 November 2012;
"Marubeni Master Supply Agreement"	the master supply (renewal) agreement entered into between the Company and Marubeni dated 6 November 2012;
"Marubeni Master Purchase (Renewal) Agreement"	the master purchase (renewal 2015) agreement* (主購買(2015年續期)協議) entered into between the Company and Marubeni PRC dated 7 May 2015;
"Marubeni Master Supply (Renewal) Agreement"	the master purchase (renewal 2015) agreement entered into between the Company and Marubeni dated 7 May 2015;
"PRC"	the People's Republic of China excluding Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan for the purpose of this announcement;
"Renewal Agreements"	GWE Master Purchase (Renewal) Agreement, GWE Master Supply (Renewal) Agreement, Marubeni Master Purchase (Renewal) Agreement and Marubeni Master Supply (Renewal) Agreement;
"RMB"	Renminbi Yuan, the lawful currency of the PRC;
"SFO"	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;
"Share(s)"	ordinary share(s) with a nominal value of HK\$0.1 each in the share capital of the Company;
"Shareholder(s)"	holder(s) of share(s) of the Company;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"subsidiary"	has the meaning ascribed to it under the Listing Rules and the term "subsidiaries" shall be construed accordingly;

"Transactions"	the transactions contemplated under the Renewal Agreements;
" _{0/0} "	per cent.

By order of the Board

Han Jia-Hwan

Chairman

Hong Kong, 7 May 2015

As at the date of this announcement, the Board comprises Mr. Han Jia-Hwan (Chairman) and Mr. Han Chia-Yin as executive Directors, Mr. Han Chia-Yau, Mr. Harn Jia-Chen, Mr. Nicholas William Rosa and Mr. Chao Tien-Shin as non-executive Directors and Mr. Way Yung-Do, Mr. Chen Chih and Mr. Wei Anning as independent non-executive Directors.

The English transliteration of the Chinese name(s) in this announcement, where indicated with, is included for information purpose only, and should not be regarded as the official English name(s) of such Chinese name(s).