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JINHUI HOLDINGS COMPANY LIMITED

(Incorporated in Hong Kong with limited liability)

Stock Code: 137

VERY SUBSTANTIAL ACQUISITION ACQUISITION OF EIGHT VESSELS

Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue, all approximately 54.34 per cent. indirectly owned subsidiaries of the Company, entered into the First Agreement, the Second Agreement, the Third Agreement, the Fourth Agreement, the Fifth Agreement, the Sixth Agreement, the Seventh Agreement and the Eighth Agreement respectively with the Vendor on 30 May 2007 to acquire the First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel and the Eighth Vessel respectively, each at a purchase price of US\$41,000,000 (approximately HK\$319,800,000). The total purchase price of the Eight Vessels is US\$328,000,000 (approximately HK\$2,558,400,000). The First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel and the Eighth Vessel will be delivered to Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue on or before 31 October 2008, 31 December 2008, 31 March 2009, 30 June 2009, 30 September 2009, 31 December 2009, 31 March 2010 and 30 June 2010 respectively.

The Acquisition constitutes a very substantial acquisition for the Company under the Listing Rules and is conditional upon the approval of the Shareholders in the EGM.

THE AGREEMENTS

Purchasers

Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue, all are ship owning companies and wholly-owned subsidiaries of Jinhui Shipping, which are in turn approximately 54.34 per cent. owned subsidiaries of the Company.

Vendor

The Vendor is a private investment company registered in the British Virgin Islands, which is in the business of wide range of international investments. To the best of the Board's knowledge, information and belief having made all reasonable enquiry, the Vendor and its ultimate beneficial owners are third parties independent of the Company and connected persons (as defined in the Listing Rules) of the Company.

Background of the Acquisition

The Vendor has entered into the Eight Shipbuilding Contracts with CSTC and the Builder, whereby the Vendor has agreed to purchase the Eight Vessels from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Eight Vessels, and to sell and deliver the Eight Vessels to the Vendor.

Pursuant to the Eight Agreements dated 30 May 2007, the Vendor, CSTC and the Builder have agreed to transfer all the rights and obligations of the Vendor under the Eight Shipbuilding Contracts to Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue whereby CSTC will cause the Builder to build, launch, equip and complete at the Builder's shipyard in China and to sell and deliver the First Vessel to Jinsui, the Second Vessel to Jintong, the Third Vessel to Jinwan, the Fourth Vessel to Jingang, the Fifth Vessel to Jinji, the Sixth Vessel to Jinjun, the Seventh Vessel to Jinao and the Eighth Vessel to Jinyue. Each of the First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel and the Eighth Vessel is a Supramax of deadweight 57,000 metric tons and is proposed to be used for chartering out to gain operating income by Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue respectively after delivery. The First Agreement, the Second Agreement, the Third Agreement, the Fourth Agreement, the Fifth Agreement, the Sixth Agreement, the Seventh Agreement and the Eighth Agreement are all separate and not inter-conditional of each other.

CSTC and the Builder are wholly-owned subsidiaries of CSSC, one of the largest state-owned shipbuilding group in China. CSTC is responsible for all marketing and commercial functions for CSSC and the Builder is responsible for the actual shipbuilding, ship-repairing, steel structure, offshore engineering, pressure containers and electromechanical products. The Builder covers an area of more than 2.8 million square meters with quays extending to a total length of 4,782 meters, scattering at Pudong and Puxi along Huangpu River, South Coast of Chongming Island at the mouth of Yangtze River as well as south bank of Yangtze River in Jiangyin City, Jiangsu Province. To the best of the Board's knowledge, information and belief having made all reasonable enquiry, CSTC, the Builder and CSSC are third parties independent of the Company and connected persons (as defined in the Listing Rules) of the Company.

Consideration of the First Vessel

Subject to certain provisions for adjustment to the purchase price of the First Vessel contained in the First Agreement relating to, amongst other things, delay in delivery of the First Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the First Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jinsui as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the First Vessel which is expected to be around February 2008;

- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the First Vessel which is expected to be around July 2008;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the First Vessel which is expected to be around August 2008; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the First Vessel on or before 31 October 2008.

Consideration of the Second Vessel

Subject to certain provisions for adjustment to the purchase price of the Second Vessel contained in the Second Agreement relating to, amongst other things, delay in delivery of the Second Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Second Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jintong as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Second Vessel which is expected to be around April 2008;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Second Vessel which is expected to be around September 2008;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Second Vessel which is expected to be around October 2008; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Second Vessel on or before 31 December 2008.

Consideration of the Third Vessel

Subject to certain provisions for adjustment to the purchase price of the Third Vessel contained in the Third Agreement relating to, amongst other things, delay in delivery of the Third Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Third Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jinwan as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Third Vessel which is expected to be around July 2008;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Third Vessel which is expected to be around December 2008;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Third Vessel which is expected to be around January 2009; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Third Vessel on or before 31 March 2009.

Consideration of the Fourth Vessel

Subject to certain provisions for adjustment to the purchase price of the Fourth Vessel contained in the Fourth Agreement relating to, amongst other things, delay in delivery of the Fourth Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Fourth Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jingang as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Fourth Vessel which is expected to be around October 2008;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Fourth Vessel which is expected to be around March 2009;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Fourth Vessel which is expected to be around April 2009; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Fourth Vessel on or before 30 June 2009.

Consideration of the Fifth Vessel

Subject to certain provisions for adjustment to the purchase price of the Fifth Vessel contained in the Fifth Agreement relating to, amongst other things, delay in delivery of the Fifth Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Fifth Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jinji as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Fifth Vessel which is expected to be around January 2009;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Fifth Vessel which is expected to be around June 2009;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Fifth Vessel which is expected to be around July 2009; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Fifth Vessel on or before 30 September 2009.

Consideration of the Sixth Vessel

Subject to certain provisions for adjustment to the purchase price of the Sixth Vessel contained in the Sixth Agreement relating to, amongst other things, delay in delivery of the Sixth Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Sixth Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jinjun as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Sixth Vessel which is expected to be around April 2009;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Sixth Vessel which is expected to be around September 2009;

- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Sixth Vessel which is expected to be around October 2009; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Sixth Vessel on or before 31 December 2009.

Consideration of the Seventh Vessel

Subject to certain provisions for adjustment to the purchase price of the Seventh Vessel contained in the Seventh Agreement relating to, amongst other things, delay in delivery of the Seventh Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Seventh Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jinao as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;
- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Seventh Vessel which is expected to be around July 2009;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Seventh Vessel which is expected to be around December 2009;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Seventh Vessel which is expected to be around January 2010; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Seventh Vessel on or before 31 March 2010.

Consideration of the Eighth Vessel

Subject to certain provisions for adjustment to the purchase price of the Eighth Vessel contained in the Eighth Agreement relating to, amongst other things, delay in delivery of the Eighth Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the purchase price for the Eighth Vessel is US\$41,000,000 (approximately HK\$319,800,000) and is payable by Jinyue as follows:

- (1) the first installment in the sum of US\$12,300,000 (approximately HK\$95,940,000) shall become due and payable within three business days after receipt of the Refund Guarantee which is expected to be on or around 21 June 2007;

- (2) the second installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after receipt of the Refund Guarantee covering the 2nd, the 3rd and the 4th installment and the cutting of the first steel plate of the Eighth Vessel which is expected to be around October 2009;
- (3) the third installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after keel-laying of the first section of the Eighth Vessel which is expected to be around March 2010;
- (4) the fourth installment in the sum of US\$4,100,000 (approximately HK\$31,980,000) shall become due and payable and be paid within three business days after launching of the Eighth Vessel which is expected to be around April 2010; and
- (5) the last installment in the sum of US\$16,400,000 (approximately HK\$127,920,000) shall become due and payable concurrently with delivery of the Eighth Vessel on or before 30 June 2010.

The total purchase price of the Eight Vessels is US\$328,000,000 (approximately HK\$2,558,400,000), which will be payable by cash in United States Dollars. It is currently expected that approximately 70 per cent. of the total purchase price will be funded by bank financing and approximately 30 per cent. will be funded by internal resources of the Group. Each of the purchase prices of the Eight Vessels was determined by reference to current market values of similar type of vessels and on the basis of arm's length negotiations.

Delivery

The First Agreement provides for the delivery of the First Vessel on or before 31 October 2008 to Jinsui in Shanghai, China; the Second Agreement provides for the delivery of the Second Vessel on or before 31 December 2008 to Jintong in Shanghai, China; the Third Agreement provides for the delivery of the Third Vessel on or before 31 March 2009 to Jinwan in Shanghai, China; the Fourth Agreement provides for the delivery of the Fourth Vessel on or before 30 June 2009 to Jingang in Shanghai, China; the Fifth Agreement provides for the delivery of the Fifth Vessel on or before 30 September 2009 to Jinji in Shanghai, China; the Sixth Agreement provides for the delivery of the Sixth Vessel on or before 31 December 2009 to Jinjun in Shanghai, China; the Seventh Agreement provides for the delivery of the Seventh Vessel on or before 31 March 2010 to Jinao in Shanghai, China; and the Eighth Agreement provides for the delivery of the Eighth Vessel on or before 30 June 2010 to Jinyue in Shanghai, China. If there is any delay in delivery of the First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel or the Eighth Vessel which continues for a period of 180 days from the thirty-first day after the agreed delivery date, then after such period has expired, Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao or Jinyue (as the case may be) may at its option rescind the First Agreement, the Second Agreement, the Third Agreement, the Fourth Agreement, the Fifth Agreement, the Sixth Agreement, the Seventh Agreement or the Eighth Agreement (as the case may be). CSTC shall thereupon promptly refund to Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao or Jinyue (as the case may be) in United States Dollars the full amount of all sums received by CSTC together with interest accrued thereon at an agreed rate from the date of receipt by CSTC of such amount to the date of full payment to Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao or Jinyue (as the case may be) of such amount.

Undertaking by the Builder

The Eight Agreements were also signed by the Builder for the purpose of an undertaking on its part to duly perform all the terms and conditions stipulated in the Eight Agreements to be performed by a shipbuilder including the undertaking to remedy Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue free of charge for any defects in the First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel and the Eighth Vessel respectively which are due to defective material and/or poor workmanship on the part of the Builder and/or its subcontractors within a period of twelve months after the date of delivery of the First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel and the Eighth Vessel respectively.

GUARANTEES BY JINHUI SHIPPING

Jinhui Shipping, the intermediate holding company of Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue, also executed on 30 May 2007 eight guarantees in favour of CSTC pursuant to which Jinhui Shipping agrees to guarantee the full and punctual payment of the purchase prices by Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue in accordance with the terms of the Eight Agreements respectively.

REASONS FOR THE ACQUISITION

The Group's principal activities include international ship chartering, ship owning and trading. The Eight Vessels are Supramaxes. The Acquisition will enable the Group to concentrate on maintaining a fleet of grabs fitted Supramaxes that are of better equipped loading facilities, and will further complement our owned young and modern fleet of vessels to serve the growing needs of our customers. The Group currently owns thirteen modern grabs fitted Supramaxes (including one Supramax which will be disposed by the Group later in 2007 as announced by the Company on 8 May 2007), one modern Panamax and one modern Capesize. After the Acquisition and taking into account the disposal of two Supramax newbuildings as announced by the Company on 22 May 2007, the Group will have additional twenty-one newly built grabs fitted Supramaxes and one second hand Handymax for delivery going forward, where three of which will be delivered in 2007, five in 2008, six in 2009, five in 2010, two in 2011 and one in 2012.

The terms and conditions of the Eight Agreements have been agreed on normal commercial terms following arm's length negotiations. The Board considers such terms and conditions are fair and reasonable and in the best interests of the Company and its shareholders as a whole. The Company believes it is an opportune moment during recent market situations to further expand its fleet of vessels in order to increase operating income for the Group.

GENERAL

Under the Listing Rules, the Acquisition constitutes a very substantial acquisition for the Company and is conditional upon the passing of ordinary resolutions by the Shareholders approving the Acquisition in the EGM. Fairline Consultants Limited, the controlling shareholder of the Company holding approximately 64.41 per cent. of the issued share capital of the Company and voting rights in general meetings of the Company, has given to the Company a written irrevocable approval in relation to the Acquisition. Fairline Consultants Limited is not interested in the Acquisition other than through its shareholding interest in the Company and Jinhui Shipping. A circular containing, amongst other things, further information relating to the Acquisition together with a notice of the EGM will be despatched to the Shareholders as soon as reasonably practicable.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following expressions of the following meanings were used:

“Acquisition”	the acquisition of the Eight Vessels under the Eight Agreements respectively;
“Board”	the board of Directors;
“Builder”	Shanghai Shipyard Co., Ltd., a wholly-owned subsidiary of CSSC, established under the Laws of the People’s Republic of China;
“Capesize”	a dry bulk vessel of deadweight approximately 150,000 metric tons or above;
“Company”	Jinhui Holdings Company Limited;
“CSSC”	China State Shipbuilding Corporation, one of the largest state-owned shipbuilding group in China;
“CSTC”	China Shipbuilding Trading Company, Limited, a wholly-owned subsidiary of CSSC;
“Directors”	the directors of the Company;
“EGM”	an extraordinary general meeting of the Company to be convened for approving the Acquisition;
“Eighth Agreement”	the agreement dated 30 May 2007 entered into between Jinyue, the Vendor, CSTC and the Builder in respect of the acquisition of the Eighth Vessel;
“Eight Agreements”	collectively, the First Agreement, the Second Agreement, the Third Agreement, the Fourth Agreement, the Fifth Agreement, the Sixth Agreement, the Seventh Agreement and the Eighth Agreement;
“Eighth Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Eighth Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Eighth Vessel, and to sell and deliver the Eighth Vessel to the Vendor;

“Eight Shipbuilding Contracts”	Collectively, the First Shipbuilding Contract, the Second Shipbuilding Contract, the Third Shipbuilding Contract, the Fourth Shipbuilding Contract, the Fifth Shipbuilding Contract, the Sixth Shipbuilding Contract, the Seventh Shipbuilding Contract and the Eighth Shipbuilding Contract;
“Eighth Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 30 June 2010;
“Eight Vessels”	collectively, the First Vessel, the Second Vessel, the Third Vessel, the Fourth Vessel, the Fifth Vessel, the Sixth Vessel, the Seventh Vessel and the Eighth Vessel;
“Fifth Agreement”	the agreement dated 30 May 2007 entered into between Jinji, the Vendor, CSTC and the Builder in respect of the acquisition of the Fifth Vessel;
“Fifth Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Fifth Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Fifth Vessel, and to sell and deliver the Fifth Vessel to the Vendor;
“Fifth Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 30 September 2009;
“First Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the First Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the First Vessel, and to sell and deliver the First Vessel to the Vendor;
“First Agreement”	the agreement dated 30 May 2007 entered into between Jinsui, the Vendor, CSTC and the Builder in respect of the acquisition of the First Vessel;
“First Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 31 October 2008;
“Fourth Agreement”	the agreement dated 30 May 2007 entered into between Jingang, the Vendor, CSTC and the Builder in respect of the acquisition of the Fourth Vessel;

“Fourth Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Fourth Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Fourth Vessel, and to sell and deliver the Fourth Vessel to the Vendor;
“Fourth Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 30 June 2009;
“Group”	the Company and its subsidiaries;
“Handymax”	a dry cargo vessel of deadweight approximately 45,000 metric tons;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Jinao”	Jinao Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jingang”	Jingang Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jinji”	Jinji Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jinjun”	Jinjun Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jinsui”	Jinsui Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jintong”	Jintong Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jinwan”	Jinwan Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jinyue”	Jinyue Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Jinhui Shipping”	Jinhui Shipping and Transportation Limited, a company incorporated in Bermuda and an approximately 54.34 per cent. owned subsidiary of the Company, whose shares are listed on the Oslo Stock Exchange, Norway;

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Panamax”	a vessel of deadweight approximately 70,000 metric tons and is designed to be just small enough to transit the Panama Canal;
“Refund Guarantee(s)”	the guarantee(s) to be issued by CSTC’s bank in favour of each of Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue respectively whereby CSTC’s bank will guarantee the refund of any sum received by CSTC to each of Jinsui, Jintong, Jinwan, Jingang, Jinji, Jinjun, Jinao and Jinyue respectively if the delivery of any of the Eight Vessels is not effected according to the agreed date of delivery respectively;
“Second Agreement”	the agreement dated 30 May 2007 entered into between Jintong, the Vendor, CSTC and the Builder in respect of the acquisition of the Second Vessel;
“Second Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 31 December 2008;
“Second Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Second Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Second Vessel, and to sell and deliver the Second Vessel to the Vendor;
“Seventh Agreement”	the agreement dated 30 May 2007 entered into between Jinao, the Vendor, CSTC and the Builder in respect of the acquisition of the Seventh Vessel;
“Seventh Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Seventh Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Seventh Vessel, and to sell and deliver the Seventh Vessel to the Vendor;
“Seventh Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 31 March 2010;
“Sixth Agreement”	the agreement dated 30 May 2007 entered into between Jinjun, the Vendor, CSTC and the Builder in respect of the acquisition of the Sixth Vessel;

“Sixth Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Sixth Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Sixth Vessel, and to sell and deliver the Sixth Vessel to the Vendor;
“Sixth Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 31 December 2009;
“Shareholder(s)”	shareholder(s) of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Supramax(es)”	dry cargo vessel(s) of deadweight approximately 50,000 metric tons;
“Third Agreement”	the agreement dated 30 May 2007 entered into between Jinwan, the Vendor, CSTC and the Builder in respect of the acquisition of the Third Vessel;
“Third Vessel”	a deadweight 57,000 metric tons type bulk carrier to be delivered on or before 31 March 2009;
“Third Shipbuilding Contract”	the shipbuilding contract entered into between the Vendor, CSTC and the Builder dated 4 December 2006 where the Vendor has agreed to purchase the Third Vessel from CSTC and CSTC has agreed to cause the Builder to build, launch, equip and complete the Third Vessel, and to sell and deliver the Third Vessel to the Vendor;
“Vendor”	Dragonmark International Inc., a company incorporated in the British Virgin Islands;
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong; and
“US\$”	United States Dollars, the lawful currency of the United States of America, and for the purpose of illustration only, translated into HK\$ at the rate of US\$1.00 = HK\$7.80.

As at date of this announcement, the Executive Directors of the Company are Ng Siu Fai, Ng Kam Wah Thomas, Ng Ki Hung Frankie and Ho Suk Lin; and the Independent Non-executive Directors of the Company are Cui Jianhua, Tsui Che Yin Frank and William Yau.

By Order of the Board
Jinhui Holdings Company Limited
Ng Siu Fai
Chairman

Hong Kong, 30 May 2007

Please also refer to the published version of this announcement in China Daily.