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## **SINO HAIJING HOLDINGS LIMITED**

**中國海景控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 01106)**

### **MAJOR TRANSACTION IN RELATION TO ACQUISITION OF ENTIRE SHARE CAPITAL OF THE TARGET COMPANY**

This announcement is made by the Company pursuant to Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance.

The Board is pleased to announce that, on 29 December 2016, the Company, the Purchaser and the Vendor entered into the Agreement in relation to the Acquisition, pursuant to which the Vendor will sell and the Purchaser will acquire 100% of the issued share capital of the Target Company at the Consideration of HK\$900,000,000.

#### **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios in respect of the Acquisition exceeds 25% but all are less than 100%, the Acquisition constitutes a major transaction of the Company under the Listing Rules. The Acquisition is therefore subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

## **GENERAL**

The EGM will be convened and held for the Shareholders to consider, and if thought fit, approve, among other matters, the Agreement, the Acquisition and the transactions contemplated thereunder.

A circular containing, among other things, (i) further details of the Acquisition and the transactions contemplated thereunder; (ii) other information as required to be disclosed under the Listing Rules; and (iii) a notice of the EGM and a form of proxy are expected to be despatched to the Shareholders as soon as practicable.

**Completion of the Acquisition is subject to fulfillment of the Conditions Precedent set out in the Agreement, and the Agreement may or may not proceed to Completion. The Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.**

This announcement is made by the Company pursuant to Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance.

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## **THE AGREEMENT**

Date: 29 December 2016

Parties: (1) Company  
(2) Purchaser  
(3) Vendor

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor is an Independent Third Party.

## **Assets to be acquired**

Pursuant to the Agreement, the Vendor agreed to sell and the Purchaser agreed to purchase the Sale Share for a total consideration of HK\$900,000,000. Upon Completion, the Target Company will become a subsidiary of the Company and accordingly, the financial information of the Target Group will be consolidated into the accounts of the Group.

## **Consideration**

The total consideration of purchase and sale of Sale Share shall be HK\$900,000,000. The consideration shall be paid to the Vendor by the issue of the Convertible Bonds in the principal amount of HK\$900,000,000 by the Company to the Vendor at the Completion.

The Consideration for the Acquisition was determined after arm's length negotiations between the Purchaser and the Vendor with reference to, among other things, the prospect as elaborated in the section headed "REASON FOR AND BENEFIT OF THE ACQUISITION" and the aggregate preliminary appraised value of the Target Group of not less than HK\$900,000,000 performed by an independent valuer.

## **Conditions Precedent**

The Purchaser shall, and shall procure its agents, forthwith upon the signing of the Agreement, to conduct such review regarding the assets, liabilities, operation and affairs of the Target Group as it may reasonably consider appropriate, and the Vendor shall provide and procure the Target Group and its agents to provide such assistance as the Purchaser or its agents may reasonably require in connection with such review.

Completion is conditional upon the followings:

- (a) the Purchaser is reasonably satisfied with the results of the due diligence conducted pursuant to the Agreement, including but not limited to the completion of Reorganisation, and the relevant pledges, seizures and freezes of all assets, lands, licenses and authorities to operate owned by the group have been released;
- (b) the Vendor, the Target Company and Purchaser have obtained all necessary consents and approvals required to be obtained for the Agreement and the transactions contemplated thereunder;

- (c) all necessary waivers, consents, approvals, licences, authorizations, permits, orders and exemptions (if necessary) required to be obtained for the Agreement and the transactions contemplated thereunder have been obtained from the related government or regulatory authorities or other independent third parties;
- (d) the shareholders of the Purchaser have passed an ordinary resolution at the general meeting of the Purchaser to approve the Agreement and the transactions contemplated thereunder (including but not limited to the issue of the Convertible Bonds and the Conversion Shares to the Vendor);
- (e) the PRC legal opinions (in the form and content reasonably satisfied to the Purchaser) relating to the transactions contemplated under the Agreement have been obtained;
- (f) a valuation report (in the form and content reasonably satisfied to the Purchaser) on the Target Group issued by an independent valuer with the valuation of not less than HK\$900,000,000 have been obtained;
- (g) the warranties remaining true and accurate in all respects; and
- (h) the approval for the listing of, and permission to deal in, the Conversion Shares have been granted by the Listing Committee of the Stock Exchange.

The Vendor shall, on a best effort basis, assist the Purchaser in conducting the due diligence. The Vendor and the Purchaser shall each procure all information and documents disclosed under the requirements of the Listing Rules and other applicable rules, codes and regulations related to the preparation of all circulars, reports, documents, independent opinions or other documents to be timely issued to each other, the Stock Exchange, the SFC and other relevant regulatory authorities.

Should the conditions set out above are not satisfied (or as the case may be, only (g) is waived by the Purchaser) by 5:00 p.m. on 30 June 2017 or such later date as may be agreed by the Vendor and the Purchaser, the Agreement shall cease and terminate (except certain terms pursuant to the Agreement shall continue to be in full force), and thereafter the parties will have no obligations and liabilities to each other in connection with the Agreement (save for any antecedent breach of the terms of the Agreement).

## **Completion**

Subject to the fulfillment or satisfaction of all the conditions set out above (or only (g) is waived by the Purchaser), Completion shall take place at 4:00 p.m. on Completion Date or such later date as may be agreed by the Vendor and the Purchaser in writing, at the office of the Purchaser or such other place as may be agreed by the Vendor and Purchaser, which is then subject to all the actions and requirements as set out in the Agreement.

## **Undertaking**

Notwithstanding anything to the contrary in the Agreement, the Vendor hereby agrees to be responsible for any contingent liabilities (whether present or future) of the Target Group on or before the Completion Date or any liabilities and obligations which shall be borne as a result of any matters or transactions (whether alone or in conjunction with any circumstances) to be occurred on or before the Completion Date. The Vendor also agrees to indemnify the Purchaser and the Target Group in full and keeps the Purchaser and the Target Group to be indemnified in full against all losses, costs and expenses (including legal fees) which may be incurred or suffered by them in relation to any of such liabilities or obligations.

## **CONVERTIBLE BONDS**

### **The Convertible Bonds**

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

Issuer	:	The Company
Principal amount	:	HK\$900,000,000
Maturity date	:	The end of 3rd anniversary of the date of issue of the Convertible Bonds
Interest rate	:	Nil
Conversion Price	:	HK\$0.12 per Conversion Share subject to adjustments for adjustment provisions summarized below.
Conversion Shares	:	A total of 7,500,000,000 new Shares subject to adjustment provisions, of a par value of HK\$0.0125 each to be issued upon conversion of the Convertible Bonds.
Conversion Period	:	The period commencing on the date of issue of the Convertible Bonds and expiring on the Maturity Date.

Conversion rights : Bondholder will have the right to convert the Convertible Bonds in whole or in part (in an integral multiple of HK\$100,000) of the outstanding principal amount of the Convertible Bonds on any business day during the Conversion Period.

Conversion right of the Convertible Bonds shall not be exercised by the Bondholder if:

- (i) the Bondholder and parties acting in concert with it will directly or indirectly control or be interested in such percentage of voting rights of the Company which the Bondholder would be obliged to make a general offer under the Takeovers Code;
- (ii) the Company will be unable to meet the public float requirements under the Listing Rules; or
- (iii) the Bondholder or the Company will as a result of the issue of the relevant Conversion Shares be in breach of the Listing Rules, the Takeovers Code or applicable laws or regulations.

Redemption : Unless previously converted, the Convertible Bonds will be redeemed by the Company on the Maturity Date at its principal amount outstanding. The Company shall have the right to redeem the whole or any part(s) of the principal amount of the Convertible Bonds at any time on any business day prior to the Maturity Date.

Adjustment provisions : The Conversion Price shall from time to time be adjusted upon the occurrence of certain events in relation to the Company including but not limited to the following:

- (i) consolidation or sub-division;
- (ii) capitalization of profits or reserves;
- (iii) capital distributions;
- (iv) rights issue of Shares or options over Shares etc;

- (v) rights issue of other securities of the Company; and
- (vi) issues at less than prevailing market prices.

Transferability : The Convertible Bonds or any part(s) thereof may be assigned or transferred to any third party during the period commencing from the date of such issue and until the Maturity Date (as defined above), subject to the conditions, approvals, requirements and any other provisions of or under (i) the Stock Exchange or their rules and regulations; (ii) the approval for listing in respect of the Conversion Shares; and (iii) all applicable laws and regulations, or any others as disclosed in the instrument.

If the Convertible Bonds are transferred to a connected person (as defined in the Listing Rules) (except the transfer of the Convertible Bonds to the holding company or subsidiary of the Bondholder) of the Company or its associate(s) (as defined in the Listing Rules), the Company shall immediately notify the Stock Exchange and all such transfer shall be made subject to having obtained the written consent from the Company and prior approval of the Stock Exchange (if necessary) and full compliance with the Listing Rules.

Voting : Bondholder will not be entitled to attend or vote at any Shareholders' meetings of the Company by reason only of its being a Bondholder.

Listing : No application will be made by the Company for the listing or permission to deal in the Convertible Bonds on the Stock Exchange. An application will be made by the Company to the Stock Exchange for the listing of and permission to deal in the Conversion Shares.

Ranking of the Conversion Shares : Shares issued upon conversion will rank pari passu in all respects among themselves and with other existing Shares outstanding at the date of issue of the Conversion Shares and be entitled to all dividends and other distributions the record date of which falls on a date on or after the date of their issue.

The Company and the Purchaser agreed that if any adjustment to the initial Conversion Price of the Convertible Bonds has to be made in accordance with the terms and conditions of the Convertible Bonds which would result in the issuance of any additional Conversion Shares exceeding the General Mandate (the “Additional Conversion Shares”), the Company confirms and undertakes that it will comply with all relevant laws, rules and procedures, and will repay the amount of the Convertible Bonds which would otherwise result in the issuance of the Additional Conversion Shares to the Bondholders in cash.

### **Conversion Price**

HK\$0.12 per Conversion Share, subject to adjustments as set out and in accordance with the terms and conditions of the Convertible Bonds.

The Conversion Price of HK\$0.12 per Conversion Share represents:

- (a) a discount of approximately 35.5% to the closing price of HK\$0.186 per Share as quoted on the Stock Exchange on the date of signing of the Agreement;
- (b) a discount of approximately 40.0% to the average closing price of HK\$0.1846 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of signing of the Agreement.

The Conversion Price was determined after arm’s length negotiations between the Company and the Purchaser, with reference to the recent performance of the Shares, the Group’s existing financial position and current market conditions.

### **The Conversion Shares**

Upon full conversion of the Convertible Bonds in the aggregate principal amount of HK\$0.12 by the holder(s) of the Convertible Bonds at the Conversion Price, a maximum of 7,500,000,000 Conversion Shares will be issued. The Conversion Shares will represent: (i) approximately 72.4% of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 42.0% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares assuming the conversion rights attaching to the Convertible Bonds are exercised in full. The Conversion Price is determined between the Company, Purchaser and the Vendor after arm’s length negotiations with reference to the prevailing market price of the Shares.

The Directors are of the view that the terms of the Convertible Bonds are fair and reasonable and in the interest of the Company and the Shareholders as a whole.



## Specific Mandate

The Conversion Shares will be allotted and issued under the Specific Mandate to be approved by the Shareholders at the EGM. The Company will make an application to the Stock Exchange for the listing of and permission to deal in the Conversion Shares. The Conversion Shares, when issued and fully paid, will rank pari passu in all respects with each other and with other Shares then in issue at the time of issue of the Conversion Shares.

## Changes of Shareholding

As at the date of this announcement, the Company has 10,352,800,252 Shares in issue. Set out below is the shareholding structure of the Company (i) as at the date of this announcement and (ii) immediately upon Completion, assuming there would not be any allotment and issue of new Shares or Share repurchase by the Company and after exercising in full of the conversion rights attaching to the Convertible Bonds based on the best knowledge, information and belief of the Directors:

Shareholders	As at the date of this announcement		Upon full conversion of the Convertible Bonds	
	<i>Number of Shares</i>	<i>Approximate %</i>	<i>Number of Shares</i>	<i>Approximate %</i>
Dragon Ocean Development Limited (Note 1)	830,792,040	8.02	830,792,040	4.65
Majestic Wealth International Limited (Note 2)	697,000,000	6.73	697,000,000	3.90
Honghu Capital Company Limited (Note 3)	523,500,000	5.06	523,500,000	2.94
<b>Purchaser</b>	–	–	7,500,000,000	42.01
<b>Public Shareholders</b>				
Other public Shareholders	<u>8,825,008,212</u>	<u>80.19</u>	<u>8,301,508,212</u>	<u>46.50</u>
	<u>10,352,800,252</u>	<u>100.00</u>	<u>17,852,800,252</u>	<u>100.00</u>

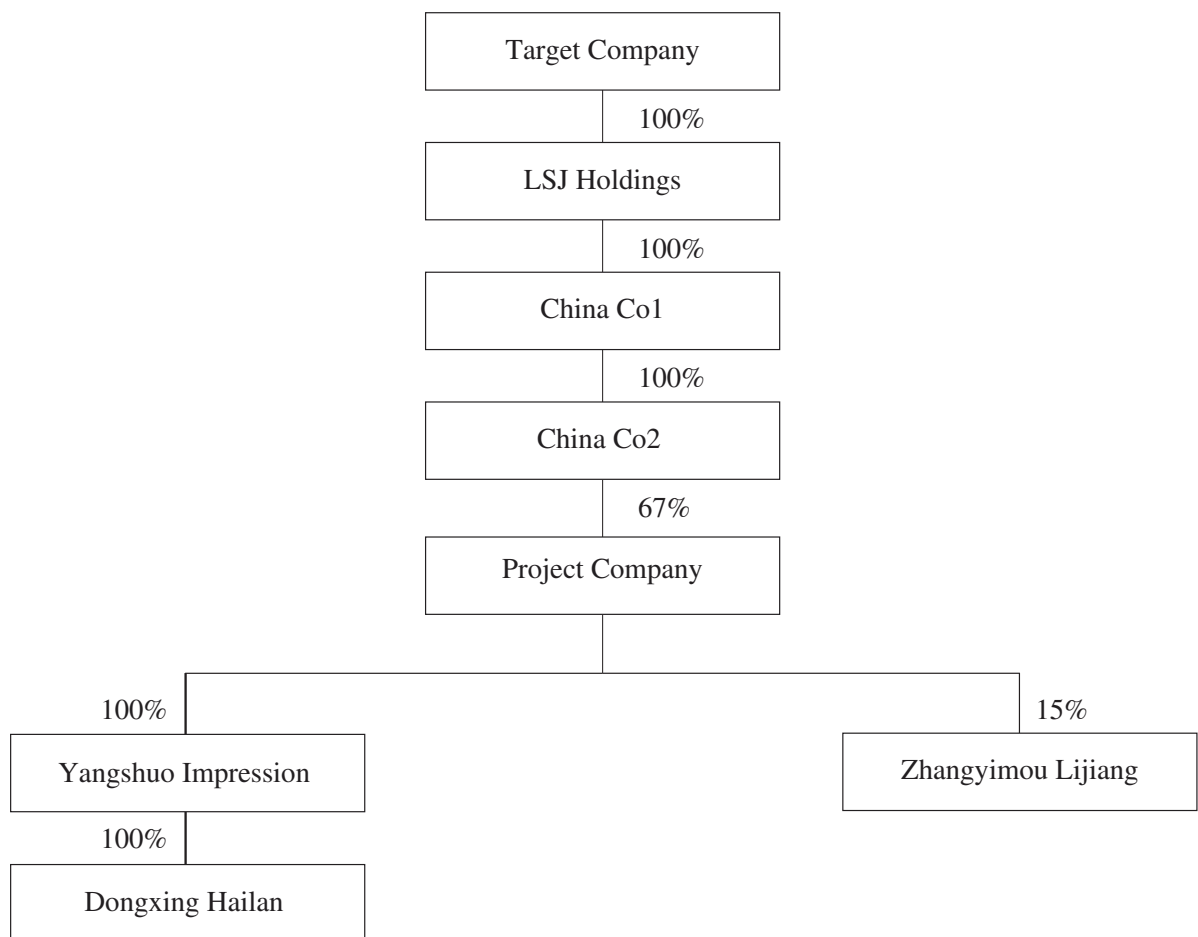
Note(s):

1. As at the date of this announcement, Dragon Ocean Development Limited is a private company which is wholly-owned by Mr. Wu Qiaofeng;
2. As at the date of this announcement, Majestic Wealth International Limited is a private company which is wholly-owned by Ms. Liang Yanzhi; and
3. As of the date of this announcement, Honghu Capital Company Limited is a private Company which is wholly-owned by Mr. Deng Jungie.

## INFORMATION ABOUT THE TARGET GROUP

Save as the 15% equity interest in Zhangyimou Lijiang, the Target Group, comprises the Target Company, LSJ Holdings, China Co1, China Co2, the Project Company, Yangshuo Impression and Dongxing Hailan. As at the date of this announcement, the Target Company, LSJ Holdings, the Project Company, Yangshuo Impression and Dongxing Hailan have been duly incorporated.

The shareholding structure of the Target Group after the completion of Reorganisation is as follow:



The Target Company is a company incorporated in the British Virgin Islands with limited liability. LSJ Holdings is a company incorporated in Hong Kong and wholly-owned by the Target Company.

As at the date of this announcement, the Target Company and LSJ Holdings were incorporated on 23 December 2016 and 23 November 2016 respectively. The Target Company and LSJ Holdings have no major assets and liabilities. As at the date of this announcement, the Target Company and LSJ Holdings have not conducted any businesses yet and have not generated any revenue and profit since their incorporation. Both the Target Company and LSJ Holdings are investment holding companies.

As at the date of the announcement, China Co1 and China Co2 are still in the process of establishment. Both China Co1 and Co2 will be investment holding companies upon the Reorganisation.

As at the date of this announcement, the Project Company was incorporated on 18 July 2001 and will be wholly-owned by China Co2 upon Reorganisation. As of 31 December 2015, the Project Company had an audited net asset value of approximately RMB363,386,605. Based on the audited financial statements of the Project Company for each of the two financial years ended 31 December 2014 and 31 December 2015 according to the PRC General Accepted Accounting Principles, the turnover, net profit (before and after taxation) are as follows:

	<b>For the year ended 31 December 2014 RMB</b>	<b>For the year ended 31 December 2015 RMB</b>
Turnover	182,374,980	170,373,500
Net profit before tax	81,912,172	82,749,019
Net profit after tax	69,497,302	67,757,544

The Project Company operates the show “印象 – 劉三姐 Impression – Liu Sanjie” in Yangshuo, Guangxi Province, the PRC.

The board composition of the Project Company comprises seven directors while (i) Ms. Hu Jianping, an executive Director of the Company, and (ii) Mr. Li Fengrui, an ex-executive Director of the Company, are also one of the directors of the Project Company. As such, Ms. Hu Jianping and Mr. Li Fengrui have a material interest in the Acquisition. To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, Ms. Hu Jianping and Mr. Li Fengrui had no shareholding in the Project Company and had no relation with the other six directors of the Project Company and their respective associates. Ms. Hu Jianping had abstained from voting at the relevant board meeting of the Company.

As at the date of this announcement, Yangshuo Impression and Dongxing Hailan were incorporated on 28 April 2013 and 27 March 2015 respectively. Yangshuo Impression is wholly-owned by the Project Company. Dongxin Hailan is wholly-owned by Yangshuo Impression. Both Yangshuo Impression and Dongxing Hailin are dormant companies. Yangshuo Impression and Dongxing Hailan have no major assets and liabilities. As at the date of this announcement, Yangshuo Impression and Dongxing Hailan have not conducted any businesses yet and have not generated any revenue and profit since their incorporation.

The board composition of Yangshuo Impression comprises seven directors while (i) Ms. Hu Jianping, an executive Director of the Company, and (ii) Mr. Li Fengrui, an ex-executive Director of the Company, are also one of the directors of Yangshuo Impression. As such, Ms. Hu Jianping and Mr. Li Fengrui have a material interest in the Acquisition. To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, Ms. Hu Jianping and Mr. Li Fengrui had no shareholding in Yangshuo Impression and had no relation with the other six directors of Yangshuo Impression and their respective associates. Ms. Hu Jianping had abstained from voting at the relevant board meeting of the Company.

The board composition of Dongxing Hailan comprises one director while Mr. Li Fengrui, an ex-executive Director of the Company is the sole director of Dongxing Hailan. As such, Mr. Li Fengrui has a material interest in the Acquisition. To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, Mr. Li Fengrui had no shareholding in Dongxing Hailan.

As at the date of this announcement, Zhangyimou Lijiang was incorporated on 14 April 2006 and the Project Company holds 15% share of it. As of 31 December 2015, Zhangyimou Lijiang had an unaudited net asset value of approximately RMB4,303,746. Zhangyimou Lijiang is an art school, providing training to performers with approximately 300 of students. Based on the unaudited financial statements of the Zhangyimou Lijiang for each of the two financial years ended 31 December 2014 and 31 December 2015 according to the PRC General Accepted Accounting Principles, the turnover, net profit (before and after taxation) are as follows:

	<b>For the year ended 31 December 2014 RMB</b>	<b>For the year ended 31 December 2015 RMB</b>
Turnover	10,440,375	15,667,982
Surplus	637,565	973,645

Based on the information provided by the Vendor and the public information, Impression – Liu Sanjie is an outdoor night show beside the Li River in Yangshuo. Different from other shows in an enclosed space, the show Impression – Liu Sanjie stages in the actual Li River. The mist, moonlight, together with peaks and their inverted reflections in the river all creates a spectacular natural backdrop. The large-scaled lights system, special smoke-effect system and the overwhelming sound system in harmony with the natural landscape presents a visual feast to audients. The show lasts approximately 70 minutes and consists of 7 episodes. Each episode displays different images and sceneries with the ever-changing natural background and lighting.

There are 600 actor and actress involved and most of them are local people from the villages along the river. Zhang Yimou, the chief director of the performance, creatively combines the classical Liu Sanjie’s folk songs and ethnic group culture together and presents a large-scale realistic performance in harmony with landscape. As indicated by the management of the Target Company, there are over 500 shows performed every year.

The Project Company and the show are awarded as Top Ten Most Influential National Cultural Industry Demonstration Base in 2013 issued by of the Ministry of Culture of the PRC and China’s Well-Known Trademark by the State Administration for Industry & Commerce of the PRC.

## **REASONS AND BENEFITS FOR THE ACQUISITION**

The Group mainly focuses on the production and sale of expanded polystyrene packaging products for household electrical appliances in the PRC.

The Directors strived to improve the business operations and financial position of the Group by proactively seeking potential investment opportunities that could diversify its existing business portfolio and broaden its source of income, and enhance value to the Shareholders.

The Acquisition provides an opportunity for the Group to tap into the tourism and cultural market in PRC. The famous and award winning show “印象 – 劉三姐 Impression – Liu Sanjie” is expected to generate diversified income and additional cash flow for the Group’s continuous development. As such, the Directors consider the entering into of the Agreement is in the interests of the Company and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios in respect of the Acquisition exceeds 25% but all are less than 100%, the Acquisition constitutes a major transaction of the Company under the Listing Rules. The Acquisition is therefore subject to the reporting, announcement and Shareholders’ approval requirements under Chapter 14 of the Listing Rules.

## **GENERAL**

The EGM will be convened and held for the Shareholders to consider, and if thought fit, approve, among other matters, the Agreement, the Acquisition and the transactions contemplated thereunder.

A circular containing, among other things, (i) further details of the Acquisition and the transactions contemplated thereunder; (ii) other information as required to be disclosed under the Listing Rules; and (iii) a notice of the EGM and a form of proxy are expected to be despatched to the Shareholders as soon as practicable.

**Completion of the Acquisition is subject to fulfillment of the conditions precedent set out in the Agreement, and the Agreement may or may not proceed to Completion. The Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.**

## **DEFINITIONS**

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

“Acquisition”	the acquisition of Sale Share as contemplated under the Agreement
“Agreement”	the conditional sale and purchase agreement dated 29 December 2016 entered into between the Vendor and the Company in relation to the Acquisition
“Board”	the board of Directors
“Bondholder”	the holder of the Convertible Bonds
“China Co1”	a company incorporated in the PRC with limited liability and will be a wholly-owned subsidiary of LSJ Holdings upon the completion of Reorganisation
“China Co2”	a company incorporated in the PRC with limited liability and will be a wholly-owned subsidiary of China Co1 upon the completion of Reorganisation

“Company”	Sino Haijing Holdings Limited (stock code: 01106), a company incorporated in the Cayman Islands with limited liability and its issued Shares are listed on Main Board of the Stock Exchange
“Completion”	has the meaning ascribed to it in the section headed “Completion” in this announcement
“Completion Date”	the day falling the third business day after the Conditions Precedent are satisfied
“Conditions Precedent”	the conditions precedent as stated under the paragraph headed “Conditions Precedent” in this announcement
“Consideration”	the total consideration in the sum of HK\$900,000,000 payable by the Purchaser to the Vendor for the Acquisition as described under the paragraphs headed “Consideration” in this announcement
“Conversion Price”	the initial conversion price of HK\$0.12 per Conversion Share (subject to adjustments) of the Convertible Bonds
“Conversion Share(s)”	new Share(s) to be allotted and issued to the holder(s) of the Convertible Bonds upon exercise of the conversion rights attaching to the Convertible Bonds
“Convertible Bonds”	the convertible bonds with a 3 years term and zero interest rate in the principal amount of HK\$900,000,000
“Directors”	the directors of the Company, including the independent non-executive Directors of the Company
“Dongxing Hailan”	Dongxing Hailan Culture Communication Company Limited* (東興海藍文化傳播有限公司), a company incorporated in the PRC with limited liability and a wholly-owned subsidiary of Yangshuo Impression Liu Sanjie Communication Company Limited

“EGM”	an extraordinary general meeting of the Company to be convened for the purpose to consider and, if thought fit, approve the Agreement, the Acquisition and the transactions contemplated thereunder, including but not limited to the issue of the Convertible Bonds to the Vendor and the allotment and issue of the Conversion Shares upon the exercise of conversion rights attaching to the Convertible Bonds, and other ancillary matters as may be required under the Listing Rules
“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 China
“Independent Third Party(ies)”	the third party(ies) independent of the Company and its connected persons (as defined in the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“LSJ Holdings”	LSJ Holdings Limited, a company incorporated in the Hong Kong with limited liability and will be a wholly-owned subsidiary of Target Company upon the completion of Reorganisation
“Parties”	the Company, the Purchaser and the Vendor
“PRC”	the People’s Republic of China, which for the purpose of this announcement shall exclude Hong Kong, Macau and Taiwan
“Project Company”	桂林廣維文華旅遊文化產業有限公司 (Guilin Guangwei Wenhua Tourism and Culture Industry Company Limited), a company incorporated in the PRC with limited liability and will be a wholly-owned subsidiary of China Co2 upon the completion of Reorganisation



“Purchaser”	Autumn Day Investments Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company
“Reorganisation”	the debt and structural reorganization to be undergone by the Target Group, including but not limited to the reduction of consolidated debts of the Target Group to a level which is satisfactory to the Purchaser and the completion of group structure
“Sale Share”	one ordinary share in the share capital of the Target Company, being the entire issued share capital of the Target Company held by the Vendor
“Share(s)”	ordinary share(s) of HK\$0.0125 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Super Concise Limited, a company incorporated in the British Virgin Islands with limited liability
“Target Group”	the Target Company and its subsidiaries
“Vendor”	Summer Glitter Limited, a company incorporated in the British Virgin Islands with limited liability and beneficially owned by Ms. Lu Hongying (盧紅櫻)
“Yangshuo Impression”	Yangshuo Impression Liu Sanjie Communication Company Limited*(陽朔印象劉三姐文化傳播有限公司), a company incorporated in the PRC with limited liability and a wholly-owned subsidiary of the Project Company

“Zhangyimou Lijiang”

Zhangyimou Lijiang Art School\* (張藝謀瀕江藝術學校), a school incorporated in the PRC and the Project Company holds 15% equity interest

“%”

per cent.

By order of the Board  
**Sino Haijing Holdings Limited**  
**Li Zhenzhen**  
*Chairman*

Hong Kong, 29 December 2016

*As at the date of this announcement, the Board comprises of Ms. Li Zhenzhen, Mr. Lam Wai Hung, Mr. Wang Xin and Mr. Wei Liyi as executive Directors; Ms. Hu Jianping as non-executive Director; Mr. Pang Hong, Mr. Lee Tao Wai and Mr. Lam Hoi Lun as the independent non-executive Directors.*