

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

This announcement is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.

CHINA OCEAN INDUSTRY GROUP LIMITED

中海重工集團有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 00651)

SUBSCRIPTION OF CONVERTIBLE BOND UNDER SPECIFIC MANDATE

Financial Adviser



Draco Capital Limited

SUBSCRIPTION OF CONVERTIBLE BOND

On 18 September 2020 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement, pursuant to which the Company conditionally agreed to issue, and the Subscriber conditionally agreed to subscribe for, the Convertible Bond with an aggregate principal amount of HK\$30,000,000 due 2 years from the date of issue of the Convertible Bond at the Conversion Price of HK\$0.1 per Conversion Share upon Completion. Completion of the Subscription under the Subscription Agreement is subject to the conditions set out in the paragraph headed “Conditions Precedent” below. Detailed terms of the Convertible Bond are set out in the paragraph headed “Terms and conditions of the Convertible Bond” below.

Upon full conversion of the Convertible Bond at the Conversion Price, a total of 300,000,000 Conversion Shares will be issued, representing approximately 88.0% and 46.8% of the issued share capital of the Company as at the date of this announcement and as enlarged by the issue of the Conversion Shares (assuming that there is no change in the issued share capital of the Company and subject to adjustments to the Conversion Price).

The gross proceeds and net proceeds of the Subscription will be approximately HK\$30,000,000 and HK\$29,700,000 respectively. The net proceeds is intended to be applied towards repayment of debts owed by the Group and the remaining for general working capital.

Completion of the Subscription is subject to fulfilment of the conditions precedent under the Subscription Agreement. Accordingly, the Subscription may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.

GENERAL

The SGM will be convened for the Shareholders to consider and, if thought fit, to approve (i) the Subscription Agreement and the transactions contemplated thereunder; (ii) the grant of the Specific Mandate; and (iii) a notice of the SGM. To the best information, knowledge and belief of the Board having made all reasonable enquiries, as at the date of this announcement, no Shareholder has any interest in the Subscription Agreement, the transactions contemplated thereunder that is materially different from the other Shareholders. Therefore, no Shareholder is required to abstain from voting on the resolutions to be proposed at the SGM.

A circular containing, among other things, (i) further details of the Subscription Agreement; and (ii) the notice of the SGM, will be despatched to the Shareholders on or before 9 October 2020.

SUBSCRIPTION OF CONVERTIBLE BOND

On 18 September 2020 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement on substantially the same terms, pursuant to which the Company conditionally agreed to issue, and the Subscriber conditionally agreed to subscribe for, the Convertible Bond with an aggregate principal amount of HK\$30,000,000 due 2 years from the date of issue of the Convertible Bond at the Conversion Price of HK\$0.1 per Conversion Share upon the Completion. Details of the Subscription Agreement and the terms of the Convertible Bond are set out below.

THE SUBSCRIPTION AGREEMENT

Date: 18 September 2020 (after trading hours)

Parties:

- (1) The Company as issuer; and
- (2) Xiamen Longhai Investment Management Co., Ltd
(廈門隆海投資管理有限公司) as Subscriber

To the best of the Board's knowledge, information and belief, having made all reasonable enquiries, the Subscriber and their ultimate beneficial owner(s) are Independent Third Parties of the Company under the Listing Rules.

Set out below are the principal terms of the Subscription Agreement:

Subscription of Convertible Bond

Pursuant to the Subscriptions Agreement, the Subscriber conditionally agreed to subscribe for principal amount of HK\$30,000,000 of Convertible Bond.

Terms and conditions of the Convertible Bond

- Issue Price:** 100% of the principal amount of the Convertible Bond
- Interest:** 10% per annum on the outstanding principal amount of the Convertible Bond from the first issue date up to the Maturity Date which is payable in arrears on each anniversary of the issue date of the Convertible Bond
- Maturity Date:** The date falling on the second (2nd) anniversary of the date of issue of the Convertible Bond
- Redemption upon maturity:** Unless previously converted in accordance with the terms and conditions thereof, any outstanding Convertible Bond shall be redeemed by the Company at its principal amount (together with any accrued but unpaid interests) on the Maturity Date. No interest shall be paid on the amount of the Convertible Bond which has been converted into Conversion Shares prior to the maturity date of the Convertible Bond.
- Conversion Price:** Initially HK\$0.1 per Conversion Share, subject to usual adjustment provisions customary for convertible bond of similar kind as described in the “Adjustment provision” paragraph below.
- The Conversion Price was arrived at after arm’s length negotiation between the Company and the Subscriber with reference to recent performance of the Shares, the Group’s existing financial position and current market sentiment and represents:
- (1) a premium of approximately 8.70% over the closing price of HK\$0.0920 per Share as quoted on the Stock Exchange on the date of the Subscription Agreement and adjusted for the effect of the Share Consolidation;

- (2) a premium of approximately 5.71% over the average closing price of approximately HK\$0.0946 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days up to and including the Last Trading Day; and
- (3) a premium of approximately 3.09% over the average closing price of approximately HK\$0.0970 per Share as quoted on the Stock Exchange for the last ten (10) consecutive trading days up to and including the Last Trading Day.

Adjustment provisions:

The Conversion Price shall from time to time be adjusted upon occurrence of the following events:

- (1) consolidation or sub-division of Shares;
- (2) capitalisation of profits or reserves;
- (3) scrip dividend in lieu of cash dividend and the market price of such Share exceeds the relevant cash dividend;
- (4) capital distribution;
- (5) offer of new Shares for subscription by way of rights, or grant to Shareholders any options or warrants to subscribe for new Shares at a price which is less than 95% of the then current market price at the date of the announcement of the terms of such offer;
- (6) issue of Shares or options, warrants or any securities which carry rights of subscription for or acquisition of new Shares (save for shares issued under the Convertible Bond, the Existing CB and options granted under the Share Option Schemes), at a price which is less than 95% of the then current market price at the date of the announcement of the terms of such issue; and

- (7) issue of Shares (other than as mentioned in (5) and (6) above) by the Company or any of its subsidiaries, or issue of securities (at the direction or request of or pursuant to any arrangements with the Company or any of its subsidiaries) by any other company, person or entity which by their terms are convertible into or exchangeable for or carry rights of subscription for new Shares (save for shares issued under the Convertible Bond, the Existing CB and options granted under the Share Option Schemes), at a price which is less than 95% of the then current market price at the date of the announcement of the terms of such issue.

The adjustment mentioned in (2) to (7) above are not applicable to:

- (1) an issue of Shares or other securities of the Company wholly or partly convertible into, or rights to acquire, Shares to officers or employees of the Company or any of its subsidiaries or other eligible participants pursuant to any share scheme adopted in accordance with and in compliance with the Listing Rules;
- (2) an issue of Shares pursuant to the exercise of conversion rights under the Existing CB and the Convertible Bond; and
- (3) an issue of Shares upon the exercise of any conversion rights attached to securities convertible into Shares or upon exercise of any rights to acquire Shares for the acquisition of any securities, assets or business provided that an adjustment (if required) has been made pursuant to the aforesaid adjustment provisions in respect of the issue of such securities or granting of such rights (as the case may be).

Conversion Shares:

a maximum of 300,000,000 Conversion Shares would be in issue and allotted upon full conversion of the Convertible Bond at the Conversion Price which represents:

- (i) approximately 88.0% of the issued share capital of the Company as at the date of this announcement.
- (ii) approximately 46.8% of the issued share capital of the Company as to be enlarged by the allotment and issue of the Conversion Shares (assuming that there is no other change to the total number of Shares from the date of this announcement to the Completion).

Conversion period:

The Conversion Rights attaching the whole or part of any outstanding principal amount of Convertible Bond may be exercised, at the option of the Bondholder, at any time on and after the Issue Date up to but excluding the Maturity Date so long as:

- (1) the exercise of the Conversion Rights will not result in the relevant Bondholder, its associates and parties acting in concert with it (as defined under the Takeovers Code) will, in aggregate, control or be interested in 30% or more of the voting rights of the Company unless: (i) a whitewash waiver is obtained in accordance with the requirement of the Takeovers Code; or (ii) a general offer is made in accordance with the requirement of the Takeovers Code; and
- (2) not less than 25% of the then total number of issued Shares are being held in public hands.

Events of default:

If, among others, any of the following events occurs, the Bondholder may give notice to the Company that the Convertible Bond are, and they shall accordingly thereby become, immediately due and payable at an amount equal to the sum of the aggregate principal amount of the Convertible Bond then outstanding and the interest accrued thereon:

- (1) the Company fails to pay the principal amount of the Convertible Bond on the due date, save and except for administrative or technical error and payment has been made within 5 Business Days after the due date; or
- (2) the Company defaults in performance or observance or compliance with any of its other obligations set out in the Convertible Bond which default will constitute a material adverse effect on the Group's business, operations, assets, financial condition, and such default (a) is incapable of remedy or (b) being a default which is, in the opinion of the Bondholder, capable of remedy, remains unremedied for 14 days after the Bondholder have given written notice thereof to the Company; or
- (3) an encumbrancer takes possession or a receiver, manager or other similar officer is appointed of the whole or any part of the undertaking property, assets or revenues of the Company or its major subsidiaries and which will constitute a material adverse effect on the Group's business, operations, assets, financial condition; or

- (4) unless otherwise agreed in writing by the Bondholder, the Company or its major subsidiaries is (a) unable to pay its debts as and when they fall due or (b) applies for or consents to or suffers the appointment of any administrator, liquidator or receiver of the Company or its subsidiaries or the whole or any part of the undertaking, property, assets or revenues of the Company or its subsidiaries or (c) initiates any proceeding under any law for a readjustment or deferment of its obligations or any part of them or (d) makes or enters into a general assignment or compromise with or for the benefit of its creditors, which will constitute a material adverse effect on the Group's business, operations, assets, financial condition; or
- (5) an order is made or an effective resolution passed for the dissolution or winding-up of the Company or any of its major subsidiaries except in the case of dissolution or winding-up of subsidiaries in the course of internal reorganisation; or
- (6) suspension of trading of the Shares on the Stock Exchange or a recognised stock exchange for a continuous period of 14 Trading Days; or
- (7) there having been a material adverse change in the business, financial position or operation of the Company; or
- (8) it becomes illegal for the Company to perform or comply with any one or more of its obligations under the Convertible Bond; or
- (9) a false or misleading representation in respect of the Convertible Bond is made or has been made by the Company or any of its subsidiary; or

- (10) the Company or any of its subsidiary cases to carry on or threatens to cease to carry on the whole or part of its business or operation has been terminated or threatened to be terminated; or
- (11) any legal representative, controller, senior officer, director of the Group is involved in or will be involved in material litigation, arbitral proceedings or other legal disputes; or
- (12) in the opinion of the Bondholder, there having been a material litigation, lost in arbitration, operation or financial crisis, failure to pay debts when they fall due, winding up, insolvency etc. which may or has affected or prejudice the rights of the Bondholder under the Subscription Agreement and the Convertible Bond, or other matters which may affect the Bondholder's recovery of the principal of and interest on the Convertible Bond.

**Right to distribution
in specie:**

In the event the Company makes any distribution in specie in lieu of cash dividend during the conversion period, the Bondholder shall be entitled to the following:

- (1) on the date of announcement of such distribution, the Company and the Bondholder may appoint an approved commercial bank or auditors of the Company to determine the value of distribution the Bondholder is entitled to ("**Entitlement**") based on the outstanding principal amount of the Convertible Bond; and
- (2) upon determination of the Entitlement (which shall be final and binding upon the Company and the Bondholder), the Company shall, in accordance with the Bondholder' election, distribute the Entitlement to the Bondholder in cash or in specie.

Voting: The Bondholder will not be entitled to attend or vote at any meeting of the Company by reason only of it being the holder of the Convertible Bond.

Transferability: Subject to the restricted transfer period described below, the Convertible Bond are freely transferable at any time during the period from the date on which the Bondholder is registered as the holder of the Convertible Bond provided that no transfer or assignment of the Convertible Bond shall be made to any connected person of the Company and its associates without the Company's prior written consent.

The Company will not register any transfer of Convertible Bond: (i) during the 7 days prior to and including the date of payment of any principal amount in respect of the Convertible Bond; (ii) after the delivery of a conversion notice by the Bondholder; or (iii) during the 7 days prior to and including the date of interest payment pursuant to the terms of the Convertible Bond.

Ranking of Conversion Shares: The Conversion Shares issued upon conversion of the Convertible Bond will in all respects rank pari passu with the New Shares already in issue on the conversion date.

Application for listing: No application will be made by the Company to the Stock Exchange for listing of the Convertible Bond. Application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares.

The Board considers that the terms and conditions of the Convertible Bond, which were arrived at after arm's length negotiations between the Company and the Subscriber, are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

Conditions Precedent

Completion is conditional upon satisfaction of the following conditions:

- (1) the Shareholders having passed all necessary resolutions at a special general meeting of the Company according to applicable laws (including but not limited to the Listing Rules) to approve the Subscription Agreement and transactions contemplated thereunder, including but not limited to the Specific Mandate;
- (2) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Conversion Shares;
- (3) the Company and the Subscriber having obtained all necessary consents and approvals required to be obtained on their respective part in respect of the Subscription Agreement and the transactions contemplated thereunder (if applicable), and fully complied with relevant laws and regulations (including but not limited to the Listing Rules and applicable laws of Hong Kong). All such consents and approvals shall remain valid up to the date of Completion and there being no rules or regulations imposed by relevant authorities to prohibit or substantially delay the performance and completion of the Subscription Agreement; and
- (4) The Company having appointed a non-executive director nominated by the Subscriber to the Board.

In the event that the above conditions are not fulfilled on or before 31 March 2021 (the “**Long Stop Date**”), or such other date as the Company and the relevant Subscriber may agree in writing, the relevant Subscription Agreement shall automatically terminate and lapse, and the relevant Subscriber and the Company shall forthwith be released from their respective rights and obligations under the relevant Subscription Agreement, except for the obligations in relation to confidentiality.

References are made to the announcements of the Company dated 5 August 2019, 28 August 2019, 23 September 2019, 25 September 2019, 27 September 2019, 20 November 2019, 11 December 2019, 16 December 2019, 31 December 2019, 12 January 2020, 17 January 2020, 20 January 2020, 3 February 2020, 20 March 2020, 25 March 2020, 27 March 2020, 31 March 2020 and 19 June 2020 regarding, inter alia, the winding up petition against the Company and the Time Summons for extension of time for the Payment into Court (collectively, the “Announcements”). The Company will apply to the Court for a validation order and the Completion will take place after the validation order on the issue of Convertible Bond is granted by the Court.

Nomination rights of Director by the Subscriber

Apart from the aforementioned condition precedent (4), in any of the following cases, the Subscriber has the right to nominate a non-executive director to the Board:

- (A) Any time within 2 years from the Issue Date; or
- (B) After 2 years from the Issue Date, the Subscriber and its associates, if any, held (i) the outstanding Convertible Bond in principal amount of HK\$10,000,000 or more; or (ii) the number of Conversion Shares that the amount calculated by the number of Conversion Shares multiplied by the Conversion Price (subject to adjustment, if any) is not less than HK\$10,000,000.

When the above cases are no longer applicable, the Subscriber should procure any Director(s) to be nominated by the Subscriber resigning from the Board within 3 Business Days from the receipt of written notice without any rights to claim against the Company.

Specific Mandate

The Subscription Agreement and the transactions contemplated thereunder, including the allotment and issue of the Conversion Shares under the Specific Mandate, are subject to the approval of the Shareholders at the SGM.

Application will be made by the Company to the Stock Exchange for the grant of listing of and permission to deal in the Conversion Shares.

Completion

Subject to the fulfillment of the above conditions, Completion shall take place whereby the Convertible Bond shall be issued to the Subscriber within 30 Business Days after the satisfaction of all of the conditions precedent or such other date as the relevant parties to the relevant Subscription Agreement may agree in writing.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

Save for the following fund raising activities, the Company did not carry out any equity fund raising activities during the past 12 months prior to the date of this announcement.

Date of announcement	Fund raising activities	Intended use of proceeds	Gross proceeds (approximately)	Net proceeds (approximately)
19 July 2019	Issue of convertible bonds under specific mandate	Repayment of outstanding loans and general working capital	HK\$11,100,000	HK\$10,100,000
10 March 2020	Subscriber of new shares under general mandate (not yet completed)	General working capital	HK\$7,140,000	HK\$6,640,000

INFORMATION OF THE SUBSCRIBER

The Subscriber is a company incorporated in PRC with limited liability and its principal activities is investment management.

To the best of the Board's knowledge, information and belief, having made all reasonable enquiries, the Subscriber and its respective ultimate beneficial owners are Independent Third Parties of the Company.

REASONS FOR THE SUBSCRIPTION AND USE OF PROCEEDS

The Company is a company incorporated in Bermuda with limited liability and is an investment holding company. Its subsidiaries are principally engaging in the shipbuilding related business, trading business, finance leasing business, intelligent car-parking and automotive device business and steel structure engineering and installation business.

The Directors consider that the Subscription offers a good opportunity to raise additional funds to strengthen the financial position and broaden the capital base of the Group upon exercise of the conversion rights attached to the Convertible Bond so as to facilitate its future development.

The Directors consider that the terms of the Subscription Agreement, which were arrived at arm's length negotiations between the Company and Subscriber, are fair and reasonable and are in the interest of the Company and the Shareholders as a whole.

The gross proceeds and net proceeds of the Subscription will be approximately HK\$30,000,000 and HK\$29,700,000 respectively. The Company intends to apply net proceeds (after the expense of the issue of Convertible Bond) for the followings purposes:

- approximately HK\$20,000,000, being 67.3% of the net proceeds for repayment of the outstanding loans and interest owed by the Group; and
- approximately HK\$9,700,000, being 32.7% of the net proceeds for general working capital of the Group.

The net price per Conversion Share based on the above net proceeds is approximately HK\$0.099.

Completion of the Subscription is subject to fulfilment of the conditions precedent under Subscription Agreement. Accordingly, the Subscription may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.

EFFECTS OF THE SUBSCRIPTION OF SHAREHOLDING STRUCTURE OF THE COMPANY

For illustrative purpose only, set out below is the shareholding structure of the Company (a) as at the date of this announcement; (b) immediately upon full conversion of the Convertible Bond at the Conversion Price (without adjustment), assuming there being no other change in the issued share capital and shareholding structure of the Company since the date of this announcement:

Shareholder	At the date of this announcement		Immediately upon full conversion of the Convertible Bond	
	No. of Shares	Approximately %	No. of Shares	Approximately %
Mr. Li Ming	31,219,448	9.16%	31,219,448	4.87%
Lead Dragon Limited (<i>Note 1</i>)	13,550,125	3.97%	13,550,125	2.11%
Mr. Zhang Shi Hong (<i>Note 2</i>)	242,750	0.07%	242,750	0.04%
The Subscriber	–	–	300,000,000	46.81%
Public Shareholders	295,908,648	86.80%	295,908,648	46.17%
Total:	<u>340,920,971</u>	<u>100.00%</u>	<u>640,920,971</u>	<u>100.00%</u>

Notes:

1. Lead Dragon Limited is wholly-owned by Mr. Li Ming, the Chairman and an executive Director.
2. Mr. Zhang Shi Hong is an executive Director.

GENERAL

The SGM will be convened for the Shareholders to consider and, if thought fit, to approve (i) the Subscription Agreement and the transactions contemplated under it; (ii) the grant of the Specific Mandate; and (iii) a notice of the SGM. To the best information, knowledge and belief of the Board having made all reasonable enquiries, as at the date of this announcement, no Shareholder has any interest in the Subscription Agreement, the transactions contemplated thereunder that is materially different from the other Shareholders. Therefore, no Shareholder is required to abstain from voting on the resolutions to be proposed at the SGM.

A circular containing, among other things, (i) further details of the Subscription Agreement; and (ii) the notice of the SGM, will be despatched to the Shareholders on or before 9 October 2020.

DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Bondholder”	any person who is the registered holder of any Convertible Bond then outstanding
“Business Day(s)”	a day (excluding Saturday, Sunday, public holiday or any day on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning is hoisted between 9:00 a.m. and 5:00 p.m. in Hong Kong) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“Company”	China Ocean Industry Group Limited (中海重工集團有限公司), a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board (Stock Code: 0651)
“Completion”	completion of the issue of the Convertible Bond by the Company and subscription for the Convertible Bond by the Subscriber in accordance with the terms and conditions of Subscription Agreement
“connected person(s)”	has the meaning as ascribed thereto under the Main Board Listing Rules
“Convertible Bond”	the convertible bond in aggregate principal amount of HK\$30,000,000 which may be issued by the Company to the Subscriber pursuant to the Subscription Agreement

“Conversion Price”	the initial conversion price of HK\$0.1 per Conversion Share
“Conversion Rights”	the rights attached to the Conversion Bond for the conversion of the Convertible Bond into the Conversion Shares at the Conversion Price
“Conversion Shares”	the Shares which may fall to be allotted and issued upon exercise of the Conversion Rights
“Director(s)”	the director(s) of the Company
“Existing CB”	the existing convertible bonds in aggregate principal amount of approximately HK\$11,100,000 issued by the Company, details of which are set out in the announcements of the Company dated 19 July 2019
“Group”	the Company and its subsidiaries from time to time and “Group member” shall be construed accordingly
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	independent third party(ies) who is/are not connected person(s) of the Company and is/are independent of and not connected with the Company and Directors, chief executives, controlling shareholders and substantial shareholders of the Company or any of its subsidiaries or their respective associates
“Issue Date”	the date of issue of the Convertible Bond
“Last Trading Day”	18 September 2020, being the last day on which the Shares were traded on the Stock Exchange prior to the date of the Subscription Agreement

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Main Board”	Main Board of the Stock Exchange
“PRC”	the People’s Republic of China which, for the purposes of this announcement, excludes Hong Kong, Macau and Taiwan
“SGM”	a special general meeting of the Company to be convened and held for the Shareholders to consider and, if thought fit, approve, the Specific Mandate
“Share(s)”	the ordinary share(s) in the issued share capital of the Company
“Share Option Schemes”	the share option schemes adopted respectively by the Company on 27 May 2002 and 27 June 2012
“Share Options”	the share options granted under the Share Option Scheme
“Shareholder(s)”	the holder(s) of the Share(s)
“Specific Mandate”	the mandate to be sought from the Shareholders at the SGM to allot and issue the Conversion Shares upon exercise of the conversion rights attached to the Convertible Bond
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber”	Xiamen Longhai Investment Management Co.,Ltd (廈門隆海投資管理有限公司)
“Subscription”	the subscription of the Convertible Bond by the Subscriber pursuant to the terms of the Subscription Agreement

“Subscription Agreement”	the subscription agreement dated 18 September 2020 entered into between the Company and Subscriber in relation to the subscription of Convertible Bond in the principal amount of HK\$30,000,000
“Takeover Code”	the Codes on Takeovers and Mergers and Share Buybacks
“Trading Day(s)”	means a day on which trading of the Shares is conducted on the Stock Exchange in accordance with the rules and regulations of the Stock Exchange promulgated from time to time
“%”	per cent.

By order of the Board
China Ocean Industry Group Limited
Li Ming
Chairman

Hong Kong, 18 September 2020

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 names.*

As at the date of this announcement, the Board of the Company comprises three executive directors, namely, Mr. Li Ming (Chairman), Mr. Zhang Shi Hong and Mr. Zhang Chuanjun, and three independent non-executive directors, namely, Ms. Xiang Siying, Mr. Hu Bai He and Ms. Xiang Ying.