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**GREEN INTERNATIONAL**

Holdings Limited

格林國際控股有限公司

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

**(Stock Code: 2700)**

## **ANNOUNCEMENT MEMORANDUM OF UNDERSTANDING**

On 2 May 2013, the Company entered into the MOU with the Vendor, pursuant to which, the Company proposed to acquire the Target Interest from the Vendor based on the terms and conditions to be agreed between the Company and the Vendor.

This announcement is made pursuant to Part XIVA of the SFO and Rule 13.09(2) of the Listing Rules.

### **MEMORANUM OF UNDERSTANDING**

#### ***The Proposed Acquisition***

The Board is pleased to announce that on 2 May 2013, the Company entered into the MOU with the Vendor, pursuant to which, the Company proposed to acquire the Target Interest from the Vendor based on the terms and conditions to be agreed between the Company and the Vendor. The consideration has yet to be agreed and will be determined with reference to the valuation from an independent valuer to be appointed. It is proposed that the consideration payable by the Company for the Proposed Acquisition may be settled by way of issue of shares or bonds of the Company or by such other manner as may be agreed in the Formal Agreement.

According to the information provided by the Vendor, the Vendor owns 60% interest of the Target Company which is the owner of the entire interest of the Project, namely, the approximately 87 kilometers toll road project connecting Fengzhen and Xinghe and passing through Longshengzhuang, at Wulanchabu City, Inner Mongolia, the PRC. The Target Interest presents 60% equity interest in the registered capital of the Target Company.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Vendor and its ultimate beneficial owner is a third party independent of the Company and connected persons of the Company.

Pursuant to the MOU, signing of the Formal Agreement shall be subject to the satisfaction due diligence on the Project and the signing of the Formal Agreement within the Exclusivity Period. In addition, completion of the Proposed Acquisition is also subject to certain conditions precedent, including, inter alia, (i) the entering into the Formal Agreement; (ii) the confirmation of surrender from any person who has the exclusive rights to acquire any interest in the Project; (iii) compliance with relevant rules and regulations, including without limitation, the Listing Rules; (iv) there is no material adverse change to, among others, the business, asset, financial condition, performance, operation of the Target Company and its subsidiaries and the Company and its subsidiaries.

Save for the provisions relating to the Exclusivity Period are legally-binding, the remaining provisions of the MOU are not legally-binding.

### ***Exclusivity Period***

The Vendor has undertaken that it will procure that during the Exclusivity Period or such other period as may be agreed to extend by the Company and the Vendor, the Company and the Vendor will not discuss, negotiate, enter into any written or verbal agreement or understanding with the other third party(ies) for the disposal, sale or transfer of the interest in the Project.

### **GENERAL**

In the event that the Formal Agreement is signed, the Proposed Acquisition may constitute a notifiable transaction for the Company, further announcements will be made by the Company regarding the Proposed Acquisition as and when appropriate in compliance with the Listing Rules.

**The Proposed Acquisition is still subject to the signing of a Formal Agreement. Accordingly, the Proposed Acquisition may or may not proceed. Shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.**

### **DEFINITIONS**

“Board”	the board of the Directors
“Company”	Green International Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange
“Directors”	the director(s) of the Company
“Exclusivity Period”	the period from the date of the MOU until twelve (12) months from thereafter or such other date as the parties may agree
“Formal Agreement”	the formal sale and purchase agreement to be entered into between the Company and the Vendor in respect of the Proposed Acquisition

“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“MOU”	the memorandum of understanding entered into between the Company and the Vendor on 2 May 2013 in respect of the Proposed Acquisition
“PRC”	the People’s Republic of China, which, for the purposes of this announcement only, does not include Hong Kong, the Macau Special Administrative Region and Taiwan
“Project”	Approximately 87 kilometers toll road project connecting Fengzhen and Xinghe, and passing through Longshengzhuang, at Wulanchabu City, Inner Mongolia, the PRC
“Proposed Acquisition”	the proposed acquisition of the Target Interest
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	內蒙古宏基路橋投資發展有限公司 (Neimenggu Hongji Infrastructures Investment Development Limited*), the owner of the entire interest of the Project
“Target Interest”	60% equity interest in the Target Company
“Vendor”	內蒙古宏基房地產開發有限公司 (Neimenggu Hongji Property Development Limited*), the owner of the 60% interest of the Target Company

\* for identification purposes only

By Order of the Board  
**Green International Holdings Limited**  
**Wong Man Keung**  
*Acting Chairman*

Hong Kong, 2 May 2013

*As at the date of this announcement, the Board comprises (i) four executive Directors: Mr. Wong Man Keung, Ms. Yang Jun, Mr. Chan Yin Tsung and Mr. Tung Yee Shing; (ii) one non-executive Director: Ms. Leung Pui Kwan and (iii) three independent non-executive Directors: Mr. Yeung King Wah, Kenneth, Mr. Wu Hong and Mr. Low Chin Sin.*