

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.

CHAOYUE GROUP LIMITED

超越集團有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 00147)

TERMINATION OF PROPOSED VERY SUBSTANTIAL ACQUISITION

This announcement is made pursuant to Rule 14.36 of the Listing Rules.

The Board announces that on 30 April 2010, the Vendor and the Purchaser, a wholly-owned subsidiary of the Company, entered into the Termination Deed pursuant to which the parties thereto agreed to terminate the Agreement.

This announcement is made pursuant to Rule 14.36 of the Listing Rules.

Reference is made to the announcements issued by Chaoyue Group Limited (the “**Company**”) dated 22 September 2009, 13 October 2009 and 28 January 2010 (collectively the “**Announcements**”) in relation to the proposed acquisition of the entire equity interests in the Target Company. Unless the context requires otherwise, capitalised terms used herein shall have the same meanings as those defined in the Announcements.

It is a condition precedent to the Completion that there is evidence satisfactory to the Purchaser evidencing that the Target Company has completed the Reorganisation. The Company was given to understand that up to the date of this announcement the Target Company has failed to complete the Reorganisation. Accordingly, the Board wishes to announce that the Vendor and the Purchaser, a wholly-owned subsidiary of the Company, mutually agreed not to proceed with the Acquisition, and that the Vendor and the Purchaser entered into a deed of termination and release (the “**Termination Deed**”) on 30 April 2010 to terminate the Agreement and to release each other from their respective rights and obligations under the terms of the Termination Deed. Pursuant to the Termination Deed, each of the Vendor and Purchaser unconditionally and irrevocably waives any right or claim of any nature whatsoever that it may directly or indirectly have against each other arising from or in connection with the Agreement. Each of the Vendor and Purchaser unconditionally and irrevocably releases and discharges each other from any and all present, past and future obligations owed to it directly or indirectly arising from or in connection with the Agreement.

The Directors consider that the termination of the Agreement has no material adverse impact on the business development of the Company. The Directors believe the Company will continue to look for investment opportunities to further develop the business of the Group.

For and on behalf of the Board
Chaoyue Group Limited
Yuen Leong
Executive Director

Hong Kong, 30 April 2010

As at the date of this announcement, the Board comprises Mr. Yuen Leong and Ms. Luan Li as executive Directors; and Dr. Lam Man Kit, Dominic, Mr. Yap Yung and Mr. Zhang Guang Sheng as independent non-executive Directors.