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Maoye International Holdings Limited

茂業國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 848)

CONTINUING CONNECTED TRANSACTIONS

TERMINATION OF LEASES IN RESPECT OF JINLANG STORE AND WUJIN STORE

TERMINATION OF THE JOINT OPERATION AGREEMENT IN RESPECT OF JINLANG STORE

ENTERING INTO OF THE JINLANG MANAGEMENT AGREEMENT AND THE WUJIN MANAGEMENT AGREEMENT

INTRODUCTION

In order to effectively allocate resources and rationally control operational risks, the Company has decided to terminate the leases in respect of the Jinlang Store and Wujin Store with the Controlling Shareholder Group, and at the same time, the Group has entered into the Management Agreements with the Controlling Shareholder Group, the details of which are set out as follows:

TERMINATION OF LEASES IN RESPECT OF JINLANG STORE AND WUJIN STORE

Reference is made to the announcement issued by the Company on 28 November 2012 in relation to the Master Leasing Agreement.

On 5 July 2013, Shenyang Maoye, a wholly-owned subsidiary of the Company, entered into the Jinlang Termination Agreement with Maoye Property, pursuant to which the parties agreed to terminate the Jinlang Lease in respect of the Jinlang Store with retrospective effect from 30 June 2013.

On 5 July 2013, Changzhou Maoye, a wholly-owned subsidiary of the Company, entered into the Wujin Termination Agreement with Changzhou Taifu Real Estate, pursuant to which the parties agreed to terminate the Wujin Lease in respect of the Wujin Store with retrospective effect from 30 June 2013.

TERMINATION OF THE JOINT OPERATION AGREEMENT IN RESPECT OF JINLANG STORE

Reference is made to the announcement issued by the Company on 15 July 2011 in relation to the Joint Operation Agreement in respect of the Jinlang Store.

On 5 July 2013, Shenyang Maoye entered into the Jinlang Termination Agreement with Maoye Property, pursuant to which the parties agreed to terminate the Joint Operation Agreement with retrospective effect from 30 June 2013.

ENTERING INTO OF THE JINLANG MANAGEMENT AGREEMENT AND THE WUJIN MANAGEMENT AGREEMENT

On 5 July 2013, Shenyang Maoye entered into the Jinlang Management Agreement with Maoye Property, pursuant to which Shenyang Maoye has agreed to operate and manage the Jinlang Managed Properties. The Jinlang Management Agreement has a term of three years with retrospective effect from 1 July 2013.

On 5 July 2013, Changzhou Maoye entered into the Wujin Management Agreement with Changzhou Taifu Real Estate, pursuant to which Changzhou Maoye has agreed to operate and manage the Wujin Managed Properties. The Wujin Management Agreement has a term of three years with retrospective effect from 1 July 2013.

The Jinlang Managed Properties and the Wujin Managed Properties are located at where the Jinlang Store and the Wujin Store were situated, respectively. The Jinlang Managed Properties and the Wujin Managed Properties will mainly be used for the operation and management of shopping malls by the Group.

LISTING RULES IMPLICATIONS

Maoye Property and Changzhou Taifu Real Estate are companies indirectly wholly-owned by Mr. Huang, the controlling shareholder and a director of the Company. As such, both Maoye Property and Changzhou Taifu Real Estate are connected persons of the Company under the Listing Rules by virtue of being associates of Mr. Huang.

Accordingly:

- (i) the Jinlang Lease, the Wujin Lease and the Joint Operation Agreement constituted continuing connected transactions of the Company under Rule 14A.14 of the Listing Rules, which were disclosed in the announcements issued by the Company dated 28 November 2012 and 15 July 2011, respectively; and
- (ii) the transactions contemplated under the Management Agreements constitute continuing connected transactions of the Company under Rule 14A.14 of the Listing Rules. As the applicable percentage ratios (other than the profits ratio) under Rule 14.07 of the Listing Rules in respect of the annual caps under the Management Agreements exceed 0.1% but are less than 5%, pursuant to Rule 14A.34 of the Listing Rules, such transactions are exempt from the independent shareholders' approval requirement but are subject to the reporting and announcement requirements and annual review by independent non-executive directors of the Company.

1. INTRODUCTION

In order to effectively allocate resources and rationally control operational risks, the Company has decided to terminate the leases in respect of the Jinlang Store and Wujin Store with the Controlling Shareholder Group, and at the same time, the Group has entered into the Management Agreements with the Controlling Shareholder Group, the details of which are set out below.

2. TERMINATION OF LEASES IN RESPECT OF JINLANG STORE AND WUJIN STORE

2.1 Background

The Group leased from the Controlling Shareholder Group the properties at which the Jinlang Store and the Wujin Store were situated. These leases were entered into pursuant to the Master Leasing Agreement. Please refer to the announcement issued by the Company dated 28 November 2012 for further

details relating to the Master Leasing Agreement.

2.2 Termination Agreements

On 5 July 2013, Shenyang Maoye entered into the Jinlang Termination Agreement with Maoye Property, pursuant to which the parties agreed to terminate the Jinlang Lease in respect of the Jinlang Store with retrospective effect from 30 June 2013.

On 5 July 2013, Changzhou Maoye entered into the Wujin Termination Agreement with Changzhou Taifu Real Estate, pursuant to which the parties agreed to terminate the Wujin Lease in respect of the Wujin Store with retrospective effect from 30 June 2013.

Principal Terms of the Jinlang Termination Agreement

- Date : 5 July 2013
- Parties : (1) Shenyang Maoye, a wholly-owned subsidiary of the Group
(2) Maoye Property, a connected person of the Company
- Principal Terms : Pursuant to the Jinlang Termination Agreement, it was agreed, among other things, that:
- (1) The Jinlang Lease will be terminated with retrospective effect from 30 June 2013. Each party shall release and discharge the other party from any obligations under the Jinlang Lease.
 - (2) Neither party shall be entitled to claim from the other for any default under the Jinlang Lease after its termination.
 - (3) Shenyang Maoye shall vacate and return the Jinlang Leased Properties to Maoye Property on 5 July 2013.
 - (4) Shenyang Maoye shall remain to be responsible for any debt or liability it has incurred in connection with the operation of the Jinlang Store prior to the termination of the Jinlang Lease.

Principal Terms of the Wujin Termination Agreement

- Date : 5 July 2013
- Parties : (1) Changzhou Maoye, a wholly-owned subsidiary of the Group
(2) Changzhou Taifu Real Estate, a connected person of the Company
- Principal Terms : Pursuant to the Wujin Termination Agreement, it was agreed, among other things, that:
- (1) The Wujin Lease will be terminated with retrospective effect from 30 June 2013. Each party shall release and discharge the other party from any obligations under the Wujin Lease.
 - (2) Neither party shall be entitled to claim from the other for any default under the Wujin Lease after its termination.
 - (3) Changzhou Maoye shall vacate and return the Wujin Leased Properties to Changzhou Taifu Real Estate on 5 July 2013.
 - (4) Changzhou Maoye shall remain to be responsible for any debt or liability it has incurred in connection with the operation of the Wujin Store prior to the termination of the Wujin Lease.

3. TERMINATION OF THE JOINT OPERATION AGREEMENT IN RESPECT OF JINLANG STORE

3.1 Background

Reference is made to the announcement issued by the Company on 15 July 2011 in relation to the Joint Operation Agreement in respect of the Jinlang Store.

Shenyang Maoye entered into the Joint Operation Agreement with Maoye Property on 15 July 2011 to govern the terms of joint operation in relation to the Jinlang Store. Pursuant to the Joint Operation Agreement, if Shenyang Maoye suffers a loss during the period from 1 January 2011 to 31 December 2013 in its operation in the Jinlang Store based on audited financial information, Maoye Property will pay to Shenyang Maoye an amount equivalent to 80% of the loss before tax to Shenyang Maoye. If Shenyang Maoye generates profit during such period in its operation in the Jinlang Store based on the audited financial data, Maoye Property is entitled to receive an amount equivalent to 20% of such profit before tax.

3.2 Jinlang Termination Agreement

Pursuant to the Jinlang Termination Agreement dated 5 July 2013, Shenyang Maoye and Maoye Property agreed to terminate the Joint Operation Agreement in relation to the Jinlang Store with retrospective effect from 30 June 2013.

Each party shall release and discharge the other party from any obligations under the Joint Operation Agreement. Neither party shall be entitled to claim from the other for any default under the Joint Operation Agreement after its termination.

The sharing of profit/loss before the termination date of the Joint Operation Agreement will be determined in accordance with the terms of the Joint Operation Agreement based on the audit results of an accounting firm with the relevant qualifications, and shall be payable within three months of completing the relevant procedures for terminating the Joint Operation Agreement.

4. ENTERING INTO OF THE JINLANG MANAGEMENT AGREEMENT AND THE WUJIN MANAGEMENT AGREEMENT

4.1 Management Agreements

On 5 July 2013, Shenyang Maoye entered into the Jinlang Management Agreement with Maoye Property, pursuant to which Shenyang Maoye has agreed to operate and manage the Jinlang Managed Properties. The Jinlang Management Agreement has a term of three years with retrospective effect from 1 July 2013.

On 5 July 2013, Changzhou Maoye entered into the Wujin Management Agreement with Changzhou Taifu Real Estate, pursuant to which Changzhou Maoye has agreed to operate and manage the Wujin Managed Properties. The Wujin Management Agreement has a term of three years with retrospective effect from 1 July 2013.

The Jinlang Managed Properties and the Wujin Managed Properties are located at where the Jinlang Store and the Wujin Store were situated, respectively. The Jinlang Managed Properties and the Wujin Managed Properties will mainly be used for the operation and management of shopping malls by the Group.

4.2 Principal terms of the Jinlang Management Agreement

| | | |
|---------------------|---|---|
| Date | : | 5 July 2013 |
| Parties | : | (1) Shenyang Maoye (Manager) (2) Maoye Property (Appointer) |
| Term | : | Three years commencing from 1 July 2013 |
| Scope of management | : | Pursuant to the Jinlang Management Agreement, it was agreed, among other things, that: (1) Shenyang Maoye has agreed to operate and manage the Jinlang Managed Properties. |

- (2) The management services to be provided by Shenyang Maoye shall include services in respect of seeking investment, operation, adjustment, marketing, human resource management, office administration, property project management, information system management, usage of the “Maoye” trademark and other management services in relation to the management of the shopping mall as agreed by both parties from time to time.
- (3) The appointer will be responsible for its own financial and capital management.

Management Fee

- :
- (1) The management fee (inclusive of equipment usage fee) payable to Shenyang Maoye by the appointer shall include:
 - (a) 5% of the sale proceeds (exclusive of tax);
 - (b) 5% of the rental income.
 - (2) The maximum annual management fee to be payable to Shenyang Maoye by the appointer shall not exceed RMB50 million. As the management period for 2013 and 2016 will be less than one full year, the cap of the management fee shall be calculated based on the proportion of the actual management period to 12 months.
 - (3) Within four months after the end of each financial year, the appointer will appoint an accounting firm with relevant qualifications to perform an audit. Based on audited financial information, the appointer will pay to Shenyang Maoye the management fee of the preceding year within 15 working days after the issuance of the audit report by the accounting firm.

- Other terms : (1) Shenyang Maoye will be entitled to the sales proceeds of the inventories owned by Shenyang Maoye in the Jinlang Managed Properties as at 30 June 2013.
- (2) The appointer will be entitled to the operating revenue of the Jinlang Managed Properties, and will be responsible for any debt or liability incurred in the ordinary course by Shenyang Maoye in connection with the management of the Jinlang Managed Properties.
- Termination : The Jinlang Management Agreement may be terminated by mutual agreement of both parties.
- During the term of the Jinlang Management Agreement, if the shareholder of the appointer transfers all its shares in the appointer so that there will no longer be any connected relationship between Shenyang Maoye and the appointer, the appointer shall be entitled to terminate the Jinlang Management Agreement.
- During the term of the Jinlang Management Agreement, Shenyang Maoye shall be entitled to terminate the Jinlang Management Agreement by giving the appointer six months' written notice of termination. Shenyang Maoye shall transfer the management rights of the Jinlang Managed Properties to the appointer within six months after such notice of termination is given.

4.3 Principal terms of the Wujin Management Agreement

- Date : 5 July 2013
- Parties : (1) Changzhou Maoye (Manager)
(2) Changzhou Taifu Real Estate (Appointer)
- Term : Three years commencing from 1 July 2013
- Scope of management : Pursuant to the Jinlang Management Agreement, it was agreed, among other things, that:

- (1) Changzhou Maoye has agreed to operate and manage the Wujin Managed Properties.
 - (2) The management services to be provided by Changzhou Maoye shall include services in respect of seeking investment, operation, adjustment, marketing, human resource management, office administration, property project management, information system management, usage of the “Maoye” trademark and other management services in relation to the management of the shopping mall as agreed by both parties from time to time.
 - (3) The appointer will be responsible for its own financial and capital management.
- Management Fee :
- (1) The management fee (inclusive of equipment usage fee) payable to Changzhou Maoye by the appointer shall include:
 - (a) 5% of the sale proceeds (exclusive of tax);
 - (b) 5% of the rental income.
 - (2) The maximum annual management fee to be payable to Changzhou Maoye by the appointer shall not exceed RMB10 million. As the management period for 2013 and 2016 will be less than one full year, the cap of the management fee shall be calculated based on the proportion of the actual management period to 12 months.
 - (3) Within four months after the end of each financial year, the appointer will appoint an accounting firm with relevant qualifications to perform an audit. Based on audited financial information, the appointer will pay to Changzhou Maoye the management fee of the preceding year within 15 working days after the issuance of the audit report by the accounting firm.

Other terms : (1) Changzhou Maoye will be entitled to the sales proceeds of the inventories owned by Changzhou Maoye in the Wujin Managed Properties as at 30 June 2013.

(2) The appointer will be entitled to the operating revenue of the Wujin Managed Properties, and will be responsible for any debt or liability incurred in the ordinary course by Changzhou Maoye in connection with the management of the Wujin Managed Properties.

Termination : The Wujin Management Agreement may be terminated by mutual agreement of both parties.

During the term of the Wujin Management Agreement, if the shareholder of the appointer transfers all its shares in the appointer so that there will no longer be any connected relationship between Changzhou Maoye and the appointer, the appointer shall be entitled to terminate the Wujin Management Agreement.

During the term of the Wujin Management Agreement, Changzhou Maoye shall be entitled to terminate the Wujin Management Agreement by giving the appointer six months' written notice of termination. Changzhou Maoye shall transfer the management rights of the Wujin Managed Properties to the appointer within six months after such notice of termination is given.

4.4 Annual Caps

The maximum aggregate management fees payable by Maoye Property to Shenyang Maoye pursuant to the Jinlang Management Agreement, and hence the Jinlang Proposed Cap, are as follows:

| For the period from the effective date of the Jinlang Management Agreement (i.e. 1 July 2013) to 31 December 2013 (in RMB million) | For the year ended 31 December 2014 (in RMB million) | For the year ended 31 December 2015 (in RMB million) | For the period from 1 January 2016 to the expiration date of the Jinlang Management Agreement (i.e. 30 June 2016) (in RMB million) |
|---|---|---|---|
| 25 | 50 | 50 | 25 |

The maximum aggregate management fees payable by Changzhou Taifu Real Estate to Changzhou Maoye pursuant to the Wujin Management Agreement, and hence the Wujin Proposed Cap, are as follows:

| For the period from the effective date of the Wujin Management Agreement (i.e. 1 July 2013) to 31 December 2013 (in RMB million) | For the year ended 31 December 2014 (in RMB million) | For the year ended 31 December 2015 (in RMB million) | For the period from 1 January 2016 to the expiration date of the Wujin Management Agreement (i.e. 30 June 2016) (in RMB million) |
|---|---|---|---|
| 5 | 10 | 10 | 5 |

4.5 Basis of determination of the Proposed Caps under the Management Agreements

The Proposed Caps under the Management Agreements were determined after arm's length negotiations between the parties with reference to (i) the prevailing market rates and conditions in the PRC; and (ii) the estimated operational circumstances and performance of the shopping malls to be operated within the Jinlang Managed Properties and the Wujin Managed Properties.

4.6 Reasons for and benefits of the Termination Agreements and the Management Agreements

The entering into of the Termination Agreements and the Management Agreements would allow the Company to effectively allocate its resources and rationally control operational risks. It would also allow the Company to reduce its rental expenses and operating costs, and hence its operational risks. The Directors (including the independent non-executive Directors) are of the view that the terms of the Termination Agreements, the Management Agreements and the transactions contemplated thereunder have been arrived at after arm's length negotiations, have been entered into in the ordinary and usual course of business of the Company and are on normal commercial terms, fair and reasonable and in the interests of the Group and the Shareholders as a whole. The Directors (including the independent non-executive Directors) also believe that the Proposed Caps under the Management Agreements are fair and reasonable. Mr. Huang had abstained from voting on the meeting of the Board in relation to the Termination Agreements and the Management Agreements. Save and except for Mr. Huang, no Director has a material interest in the transactions under the Termination Agreements and the Management Agreements.

5. INFORMATION ON THE PARTIES

The Company

The Company is principally engaged in the operation and management of department stores and property development in the PRC, and is a leading department store chain operator in the affluent regions throughout the PRC. Currently, the Company is focused on developing future department stores mainly in the second- and third-tier cities in the most economically developed regions and the regions with high economic growth in the PRC.

Shenyang Maoye

Shenyang Maoye is a company incorporated in the PRC and a wholly-owned subsidiary of the Group. It is principally engaged in the operation of retail business and provision of consulting services.

Maoye Property

Maoye Property is a company incorporated in the PRC and is indirectly wholly-owned by Mr. Huang. It is principally engaged in property development.

Changzhou Maoye

Changzhou Maoye is a company incorporated in the PRC and a wholly-owned subsidiary of the Group. It is principally engaged in the operation of retail business and provision of consulting services.

Changzhou Taifu Real Estate

Changzhou Taifu Real Estate is a company incorporated in the PRC and is indirectly wholly-owned by Mr. Huang. It is principally engaged in property development.

6. LISTING RULES IMPLICATIONS

Maoye Property and Changzhou Taifu Real Estate are companies indirectly wholly-owned by Mr. Huang, the controlling shareholder and a director of the Company. As such, both Maoye Property and Changzhou Taifu Real Estate are connected persons of the Company under the Listing Rules by virtue of being associates of Mr. Huang.

Accordingly:

- (i) the Jinlang Lease, the Wujin Lease and the Joint Operation Agreement constituted continuing connected transactions of the Company under Rule 14A.14 of the Listing Rules, which were disclosed in the announcements issued by the Company dated 28 November 2012 and 15 July 2011, respectively; and
- (ii) the transactions contemplated under the Management Agreements constitute continuing connected transactions of the Company under Rule 14A.14 of the Listing Rules. As the applicable percentage ratios (other than the profits ratio) under Rule 14.07 in respect of the annual caps under the Management Agreements exceed 0.1% but are less than 5%, pursuant to Rule 14A.34 of the Listing Rules, such transactions are exempt from the independent shareholders' approval requirement but are subject to the reporting and announcement requirements and annual review by independent non-executive directors of the Company. Details of the Management Agreements will be included in the annual report and accounts of the Company in accordance with Rule 14A.46 of the Listing Rules.

DEFINITIONS

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

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| “associate(s)” | has the meaning ascribed to it under the Listing Rules; |
| “Board” | the board of Directors; |
| “Changzhou Maoye” | Changzhou Maoye Department Store Co., Ltd. (常州茂業百貨有限公司), a company incorporated in the PRC and a wholly-owned subsidiary of the Group; |
| “Changzhou Taifu Real Estate” | Changzhou Taifu Real Estate Development Co., Ltd. (常州泰富房地產開發有限公司), a company incorporated in the PRC and indirectly wholly-owned by Mr. Huang; |
| “Company” | Maoye International Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the main board of the Stock Exchange; |
| “connected person(s)” | has the meaning ascribed to it under the Listing Rules; |
| “Controlling Shareholder Group” | Mr. Huang, any of his associates and companies majority-owned or controlled by Mr. Huang and his associates, but excluding the Group; |
| “Directors” | director(s) of the Company; |
| “Group” | the Company and its subsidiaries; |
| “Jinlang Lease” | the lease agreement dated 30 November 2010 entered into between Shenyang Maoye and Maoye Property in respect of the Jinlang Leased Properties pursuant to the Master Leasing Agreement; |

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| “Jinlang Leased Properties” | the property owned by the Controlling Shareholder Group with a gross floor area of 70,000 square metres where the Jinlang Store operated, which is located at No. 185-1, Youth Street, the intersection between Youth Street and Wencui Road in Shenhe District, Shenyang City, Liaoning Province, the PRC. The Group leased the Jinlang Leased Properties from the Controlling Shareholder Group prior to the termination of the Jinlang Lease; |
| “Jinlang Managed Properties” | the commercial properties and all the operational assets owned by the Controlling Shareholder Group situated at No. 185-1, Youth Street, the intersection between Youth Street and Wencui Road in Shenhe District, Shenyang City, Liaoning Province, the PRC; |
| “Jinlang Management Agreement” | the management agreement dated 5 July 2013 entered into between Shenyang Maoye and Maoye Property in relation to the operation and management of the Jinlang Managed Properties; |
| “Jinlang Proposed Cap” | the proposed annual cap of the management fee under the Jinlang Management Agreement; |
| “Jinlang Store” | a department store operated by the Group within the Jinlang Leased Properties prior to the termination of the Jinlang Lease; |
| “Jinlang Termination Agreement” | the agreement dated 5 July 2013 entered into between Shenyang Maoye and Maoye Property in respect of the termination of the Jinlang Lease and the Joint Operation Agreement; |
| “Joint Operation Agreement” | the joint operation agreement entered into between Shenyang Maoye and Maoye Property dated 15 July 2011; |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange; |
| “Management Agreements” | the Jinlang Management Agreement and the Wujin Management Agreement; |

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|----------------------------|--|
| “Management Fees” | (i) the management fee payable by Maoye Property to Shenyang Maoye under the Jinlang Management Agreement; and (ii) the management fee payable by Changzhou Taifu Real Estate to Changzhou Maoye under the Wujin Management Agreement; |
| “Maoye Property” | Shenyang Maoye Property Company Limited (瀋陽茂業置業有限公司), a company incorporated in the PRC and indirectly wholly-owned by Mr. Huang; |
| “Master Leasing Agreement” | the master leasing agreement between the Company and Maoye Holdings Limited dated 18 May 2009 and renewed on 28 November 2012; |
| “Mr. Huang” | Mr. Huang Mao Ru, Chairman, executive Director and Chief Executive Officer of the Company and the Company’s controlling shareholder; |
| “PRC” | The People’s Republic of China; |
| “Proposed Caps” | the Jinlang Proposed Cap and the Wujin Proposed Cap; |
| “RMB” | Renminbi, the lawful currency of the PRC; |
| “Shenyang Maoye” | Shenyang Maoye Department Store Limited (瀋陽茂業百貨有限公司), a company incorporated in the PRC and a wholly-owned subsidiary of the Group; |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; |
| “Termination Agreements” | the Jinlang Termination Agreement and the Wujin Termination Agreement; |
| “Wujin Lease” | the lease agreement dated 1 December 2009 entered into between Changzhou Maoye and Changzhou Taifu Real Estate in respect of the Wujin Leased Properties pursuant to the Master Leasing Agreement; |
| “Wujin Leased Properties” | the property owned by the Controlling Shareholder Group with a gross floor area of 25,321 square metres where the Wujin Store operated, which is located at No. 172, Lake Garden Street, Wujin District, Changzhou City, Jiangsu Province, the PRC. The Group leased the Wujin Leased Properties from the Controlling Shareholder Group prior to the termination of the Wujin Lease; |

| | |
|-------------------------------|---|
| “Wujin Managed Properties” | the commercial properties and all the operational assets owned by the Controlling Shareholder Group situated at No. 172, Lake Garden Street, Wujin District, Changzhou City, Jiangsu Province, the PRC; |
| “Wujin Management Agreement” | the management agreement dated 5 July 2013 entered into between Changzhou Maoye and Changzhou Taifu Real Estate in relation to the operation and management of the Wujin Managed Properties; |
| “Wujin Proposed Cap” | the proposed annual cap of the management fee under the Wujin Management Agreement; |
| “Wujin Store” | a department store operated by the Group within the Wujin Leased Properties prior to the termination of the Wujin Lease; and |
| “Wujin Termination Agreement” | the agreement dated 5 July 2013 entered into between Changzhou Maoye and Changzhou Taifu Real Estate in respect of the termination of the Wujin Lease. |

The English names of the PRC entities and departments referred to in this announcement are translations from their Chinese names and are for identification purposes only. If there is any inconsistency, the Chinese name shall prevail.

By Order of the Board
Maoye International Holdings Limited
Mr. Huang Mao Ru
Chairman

Hong Kong, 7 July 2013

As at the date of this announcement, the Board comprises four executive directors, namely, Mr. Huang Mao Ru, Mr. Zhong Pengyi, Ms. Wang Fuqin and Mr. Wang Bin; and three independent non-executive directors, namely, Mr. Chow Chan Lum, Mr. Pao Ping Wing and Mr. Leung Hon Chuen.