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天安中國投資有限公司

TIAN AN CHINA INVESTMENTS COMPANY LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 28)

DISCLOSEABLE TRANSACTION

PROVISION OF GUARANTEES

On 23rd January, 2013, Tian An (Shenzhen) (an indirect wholly-owned subsidiary of the Company) entered into the First Guarantee in favour of Bank A, pursuant to which Tian An (Shenzhen) agreed to provide guarantee in respect of the repayment obligations of the First Loan in the amount of RMB180,000,000 (equivalent to approximately HK\$222,222,000) granted to the Borrower (a jointly controlled entity owned as to 50% by each of Tian An (Shenzhen) and Junye Company respectively) by Bank A for a term of five years from the date of drawdown of the First Loan. On the same date, Junye Company also entered into a guarantee which is in a form substantially the same as the First Guarantee in favour of Bank A to provide guarantee for the repayment obligations of the Borrower under the First Loan Agreement.

On 29th January, 2013, Tian An (Shenzhen) entered into the Second Guarantee in favour of Bank B, pursuant to which Tian An (Shenzhen) agreed to provide guarantee in respect of the repayment obligations of the Second Loan in the amount of RMB250,000,000 (equivalent to approximately HK\$308,642,000) granted to the Borrower by Bank B for a term of two years. On the same date, Junye Company also entered into a guarantee which is in a form substantially the same as the Second Guarantee in favour of Bank B to provide guarantee for the repayment obligations of the Borrower under the Second Loan Agreement.

The transactions under the Guarantees constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules on the basis that the relevant Percentage Ratio(s), on an aggregate basis, exceeds 5% but less than 25%, accordingly, the transactions under the Guarantees constitute a discloseable transaction for the Company.

INTRODUCTION

On 23rd January, 2013 and 29th January, 2013, the Borrower, a jointly controlled entity of the Company, entered into the First Loan Agreement with Bank A and the Second Loan Agreement with Bank B respectively.

At the requests of Bank A and Bank B, the First Guarantee and the Second Guarantee were entered into by Tian An (Shenzhen), being the shareholder holding 50% equity interest of the Borrower, in favour of each of Bank A and Bank B to guarantee the repayment obligations of the Borrower under the First Loan Agreement and the Second Loan Agreement on 23rd January, 2013 and 29th January, 2013 respectively. On the other hand, Junye Company also entered into a guarantee in favour of each of Bank A and Bank B to guarantee the repayment obligations of the Borrower under the First Loan Agreement and the Second Loan Agreement respectively, each of which is in a form substantially the same as the First Guarantee and the Second Guarantee.

At the request of Bank B, a personal guarantee was also given in favour of Bank B by each of a shareholder of Junye Company and a director of the Borrower, who, other than being a shareholder of Junye Company and a director of the Borrower respectively, to the best knowledge, information and belief of the Directors having made all reasonable enquiries, are third parties independent of the Company and its connected persons, to secure the repayment obligations of the Borrower under the Second Loan Agreement.

It was agreed in the First Memorandum and the Second Memorandum that as shareholders of the Borrower, each of Tian An (Shenzhen) and Junye Company shall be responsible collectively for any liability incurred by the Borrower under the First Loan Agreement and the Second Loan Agreement in accordance with the terms therein.

THE FIRST GUARANTEE

Date: 23rd January, 2013

Parties: (1) Tian An (Shenzhen) as the guarantor for the First Guarantee.
(2) Bank A as the lender for the First Loan Agreement.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, Bank A and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

Principal terms of the First Guarantee

The principal terms of the First Guarantee are as follows:

Term: commencing from the date of the First Guarantee and shall expire two years after the expiry of the term of the First Loan Agreement.

Considerations: Tian An (Shenzhen) shall not receive any fee or commission for providing the First Guarantee.

Scope of guarantee: including the amount of the First Loan together with any interest, penalties, liquidated damages, other relevant expenses for the realisation of Bank A's rights incurred.

THE SECOND GUARANTEE

Date: 29th January, 2013

Parties: (1) Tian An (Shenzhen) as the guarantor for the Second Guarantee.
(2) Bank B as the lender for the Second Loan Agreement.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, Bank B and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

Principal terms of the Second Guarantee

The principal terms of the Second Guarantee are as follows:

Term: commencing from the date of the Second Guarantee and shall expire two years after the expiry of the term of the Second Loan Agreement.

Considerations: Tian An (Shenzhen) shall not receive any fee or commission for providing the Second Guarantee.

Scope of guarantee: including the amount of the Second Loan together with any interest, penalties, liquidated damages and other relevant expenses for the realisation of Bank B's rights incurred.

ARRANGEMENT BETWEEN TIAN AN (SHENZHEN) AND JUNYE COMPANY

In order to ensure that shareholders of the Borrower shall shoulder the liability under the First Loan Agreement and the Second Loan Agreement in proportion to their respective shareholdings, Tian An (Shenzhen) and Junye Company entered into the First Memorandum and Tian An (Shenzhen), Junye Company and a director of the Borrower entered into the Second Memorandum, pursuant to which it was proposed that each of them to provide guarantee and in particular, each of Tian An (Shenzhen) and Junye Company to provide guarantee in proportion to their respective shareholdings in the Borrower in respect of the repayment obligations under the First Loan Agreement and the Second Loan Agreement. In order to reflect this consensus, it was agreed in the event that Bank A or Bank B enforces the guarantee and recovers payment from Tian An (Shenzhen) or Junye Company, which exceeds the proportion that the shareholder should be responsible according to its shareholding in the Borrower, the other shareholder shall repay such excess to the shareholder making the payment to Bank A or Bank B, failing which, the non-paying shareholder shall transfer its shareholding interest in the Borrower to the shareholder who makes the payment, with reference to the excess payment amount.

REASONS FOR AND BENEFITS OF THE TRANSACTIONS UNDER THE GUARANTEES

The Directors consider that the provision of each of the Guarantees will facilitate funding of the existing urban renewal project of the Borrower.

The Directors, after due consideration, agreed to give the Guarantees and are of the view that the entering into of the Guarantees will not undermine the interest of the Company.

The Directors are of the view that the terms of each of the Guarantees are entered into on normal commercial terms and are fair and reasonable and in the interests of the Company and its shareholders as a whole.

INFORMATION ABOUT THE COMPANY, BANK A AND BANK B

The Company

The Company is incorporated in Hong Kong with limited liability and the shares of which are listed on the Main Board of the Stock Exchange. The principal business activity of the Company is investment holding. The Group is engaged principally in the development of high-end apartments, villas, office buildings and commercial properties, property investment and property management, as well as the manufacture, sales and trading of cement and clinker in China.

Bank A

Bank A is a licensed commercial bank in the PRC and they provide a variety of financial products and services to corporate and personal banking customers.

Bank B

Bank B is a licensed commercial bank in the PRC and they provide a variety of financial products and services to corporate and personal banking customers.

LISTING RULES IMPLICATIONS

The transactions under the Guarantees constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules on the basis that the relevant Percentage Ratio(s), on an aggregate basis, exceeds 5% but less than 25%, accordingly, the transactions under the Guarantees constitute a discloseable transaction for the Company.

DEFINITIONS

“Bank A”	a licensed commercial bank in the PRC, being the lender under the First Loan Agreement
“Bank B”	a licensed commercial bank in the PRC, being the lender under the Second Loan Agreement
“Board”	the board of Directors
“Borrower”	深圳天安駿業投資發展有限公司 (Shenzhen Tian An Junye Investments Development Co., Ltd.*), a company established in the PRC with limited liability (a jointly controlled entity whose equity interest is held as to 50% by each of Tian An (Shenzhen) and Junye Company respectively), being the borrower under the First Loan Agreement and the Second Loan Agreement
“Company”	Tian An China Investments Company Limited, a company incorporated in Hong Kong with limited liability and the shares of which are listed on the Main Board of the Stock Exchange
“connected persons”	having the meaning ascribed to it under the Listing Rules
“Directors”	the directors of the Company
“First Guarantee”	the deed of guarantee entered into between Tian An (Shenzhen) as guarantor in favour of Bank A dated 23rd January, 2013, pursuant to which Tian An (Shenzhen) agrees to pay and satisfy to Bank A all sums of monies, debts and liabilities owing or incurred, due but unpaid to Bank A from or by the Borrower under the First Loan Agreement
“First Loan”	the loan in the amount of up to RMB180,000,000 (equivalent to approximately HK\$222,222,000) made available by Bank A to the Borrower on the terms and subject to the conditions set out in the First Loan Agreement
“First Loan Agreement”	the loan agreement entered into between Bank A and the Borrower dated 23rd January, 2013, pursuant to which Bank A as lender has agreed to make available the First Loan to the Borrower pursuant to the terms therein and for a term of five years from the date of drawdown of the First Loan
“First Memorandum”	the memorandum entered into between Tian An (Shenzhen) and Junye Company dated 8th January, 2013, pursuant to which the parties thereto proposed to provide guarantee in favour of Bank A and perform the obligations in proportion to their respective shareholdings in the Borrower if the First Loan is materialised
“Guarantees”	the First Guarantee and the Second Guarantee

“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Junye Company”	深圳市駿業房地產開發有限公司 (Shenzhen Junye Property Development Co., Ltd.*), a company established in the PRC with limited liability which owns 50% equity interest in the Borrower and being the guarantor of the repayment obligations of the Borrower under the First Loan Agreement and the Second Loan Agreement
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Main Board”	Main Board of the Stock Exchange (excludes the option market) operated by the Stock Exchange which is independent from and operated in parallel with the GEM Board of the Stock Exchange
“Percentage Ratio(s)”	percentage ratio(s) as set out in Rule 14.07 of the Listing Rules to be applied for determining the classification of a transaction
“PRC”	the People’s Republic of China, for the purpose of this announcement only, excludes Taiwan, Hong Kong and Macau Special Administrative Region of the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Second Guarantee”	the deed of guarantee entered into between Tian An (Shenzhen) as guarantor in favour of Bank B dated 29th January, 2013, pursuant to which Tian An (Shenzhen) agrees to pay and satisfy to Bank B all sums of monies, debts and liabilities owing or incurred, due but unpaid to Bank B from or by the Borrower under the Second Loan Agreement
“Second Loan”	the loan in the amount of up to RMB250,000,000 (equivalent to approximately HK\$308,642,000) made available by Bank B to the Borrower on the terms and subject to the conditions set out in the Second Loan Agreement
“Second Loan Agreement”	the loan agreement entered into between Bank B and the Borrower dated 29th January, 2013, pursuant to which Bank B as lender has agreed to make available the Second Loan to the Borrower pursuant to the terms therein and for a term of two years
“Second Memorandum”	the memorandum entered into among Tian An (Shenzhen), Junye Company and a director of the Borrower dated 18th December, 2012, pursuant to which the parties thereto proposed to provide guarantee in favour of Bank B and each of Tian An (Shenzhen) and Junye Company would perform the obligations in proportion to their respective shareholdings held in the Borrower if the Second Loan is materialised

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Tian An (Shenzhen)”	天安投資(深圳)有限公司 (Tian An Investments (Shenzhen) Co., Ltd.*), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“%”	per cent.

On behalf of the Board
Tian An China Investments Company Limited
Tao Tsan Sang
Executive Director

Hong Kong, 30th January, 2013

For the purpose of this announcement, translations of Renminbi into Hong Kong dollars or vice versa have been calculated by using an exchange rate of HK\$1.00 equal to RMB0.81. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were, may have been or will be exchanged at such rate or any other rates or at all.

As at the date of this announcement, the Board comprises Mr. Song Zengbin (Deputy Chairman), Mr. Patrick Lee Seng Wei (Managing Director), Mr. Ma Sun (Deputy Managing Director), Mr. Edwin Lo King Yau and Mr. Tao Tsan Sang being the Executive Directors; Mr. Lee Seng Hui (Chairman), Dr. Moses Cheng Mo Chi and Mr. Lee Shu Yin being the Non-Executive Directors; and Mr. Francis J. Chang Chu Fai, Mr. Jin Hui Zhi, Mr. Ngai Wah Sang and Ms. Lisa Yang Lai Sum being the Independent Non-Executive Directors.

* *for identification purpose only*