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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)

FURTHER ANNOUNCEMENT

SECOND SUPPLEMENTAL AGREEMENT IN RELATION TO THE DISPOSAL OF A SUBSIDIARY AND TERMINATION OF RELOCATION AGREEMENT

On 13th September, 2016, the Vendor, the Purchaser, the Guarantor and the Purchaser Designated Parties entered into a Second Supplemental Agreement to the SF Agreement to amend certain terms and conditions of the SF Agreement.

On 13th September, 2016, the Vendor, the Purchaser, Dalian Jinma and Shanghai Greentree II entered into a Termination Agreement pursuant to which the parties thereto agreed to terminate the Relocation Agreement and they shall have no claim against each other in respect of any liabilities and obligations under the Relocation Agreement.

References are made to the announcements of Tian An China Investments Company Limited (the “**Company**”) dated 6th January, 2014 (the “**First Announcement**”), 7th January, 2014 (the “**Second Announcement**”) and 19th September, 2014 (the “**Third Announcement**”, together with the First Announcement and the Second Announcement, the “**Announcements**”) relating to the disposal of a subsidiary. Capitalised terms used herein, unless otherwise specified, shall have the same meanings ascribed to them in the Announcements.

PAYMENT MADE BY THE PURCHASER UNDER THE SF AGREEMENT AND THE SUPPLEMENTAL AGREEMENT

As disclosed in the First Announcement, on 6th January, 2014, the Vendor, an indirect wholly-owned subsidiary of the Company, entered into the SF Agreement with the Purchaser, pursuant to which, the Vendor agreed to sell and the Purchaser agreed to purchase the Sale Shares and the Loan for the Consideration of RMB360,000,000 (equivalent to approximately HK\$423,529,000).

As disclosed in the Third Announcement, on 19th September, 2014, as requested by the Purchaser, the Vendor, the Purchaser and the Guarantor entered into the Supplemental Agreement to amend certain terms and conditions of the SF Agreement and to agree on the payment arrangement for the then outstanding balance of Consideration of RMB285,000,000 (equivalent to approximately HK\$335,294,000).

SECOND SUPPLEMENTAL AGREEMENT TO THE SF AGREEMENT

On 13th September, 2016, the Vendor, the Purchaser, the Guarantor, 國城信安資產管理有限公司 (Guocheng Xinan Asset Management Co., Ltd.*) and 大連建和建設工程有限公司 (Dalian Jianhe Construction Co., Ltd.*) (the “**Purchaser Designated Parties**”) entered into a second supplemental agreement to the SF Agreement (the “**Second Supplemental Agreement**”) to amend certain terms and conditions of the SF Agreement.

As at the date of this announcement, based on the information and confirmation provided by the Purchaser and to the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, the Purchaser, the Guarantor and the Purchaser Designated Parties and their ultimate beneficial owners are independent third parties of the Company and its connected persons.

Major terms of the Second Supplemental Agreement

The parties to the Second Supplemental Agreement acknowledge that, as at the date of the Second Supplemental Agreement, the Purchaser has, through the Guarantor and the Purchaser Designated Parties, paid a total of RMB385,800,000 (equivalent to approximately HK\$453,882,000) to the PRC companies designated by the Vendor, which received the same for and on behalf of the Vendor.

Pursuant to the Second Supplemental Agreement, notwithstanding the payment arrangement of the Consideration under the SF Agreement and the Supplemental Agreement, at the request of the Purchaser, the Vendor confirmed that the total amount of RMB385,800,000 (equivalent to approximately HK\$453,882,000) already paid by the Purchaser shall be deemed as the sum of Consideration (i.e. RMB360,000,000 (equivalent to approximately HK\$423,529,000)) together with all interests and penalties payable by the Purchaser.

The parties to the Second Supplemental Agreement further agreed that the Completion for the sale and purchase of Sale Shares and the assignment of the Loan shall take place on the third business day following the date of the Second Supplemental Agreement. The Vendor further agreed that, on the date of Completion, it shall pay an amount of RMB5,000,000 (equivalent to approximately HK\$5,882,000) to Dalian Jinma to facilitate the construction of two relocation apartments by Dalian Jinma. Following Completion, the Purchaser shall waive any of its rights under the SF Agreement, Supplemental Agreement and the Second Supplemental Agreement to claim against the Vendor.

Upon Completion, the Group shall cease to hold any interest in the SF Group and each of the members of the SF Group shall cease to be a subsidiary of the Company.

TERMINATION OF RELOCATION AGREEMENT

As disclosed in the First Announcement, on 6th January, 2014, the Vendor, the Purchaser, Dalian Jinma and Shanghai Greentree II entered into an agreement (the “**Relocation Agreement**”) relating to the construction of the relocation apartments, pursuant to which Shanghai Greentree II agreed to pay to Dalian Jinma prior to the Completion an amount of RMB10,000,000 (equivalent to approximately HK\$11,765,000) to facilitate the construction of two relocation apartments by Dalian Jinma.

On 13th September, 2016, the parties to the Relocation Agreement entered into a termination agreement (the “**Termination Agreement**”) pursuant to which the parties thereto agreed to terminate the Relocation Agreement and they shall have no claim against each other in respect of any liabilities and obligations under the Relocation Agreement.

INFORMATION RELATING TO THE PURCHASER DESIGNATED PARTIES

國城信安資產管理有限公司(Guocheng Xinan Asset Management Co., Ltd.*) is a company incorporated in the PRC with limited liability and its principal business activities are asset management, investment management, project investment, investment consultancy, trade consultancy and corporate management consultancy.

大連建和建設工程有限公司(Dalian Jianhe Construction Co., Ltd.*) is a company incorporated in the PRC with limited liability and its principal business activity is building construction.

REASONS FOR AND BENEFITS OF THE SECOND SUPPLEMENTAL AGREEMENT AND THE TERMINATION AGREEMENT

The Company entered into the Second Supplemental Agreement and the Termination Agreement, as per the request of the Purchaser, as these agreements would enable the Company to proceed with the intended SF Disposal as the Company deems appropriate.

The terms and conditions of the Second Supplemental Agreement and the Termination Agreement were determined after arm's length negotiation among the parties. The Board considers that the terms and conditions of the Second Supplemental Agreement and the Termination Agreement are fair and reasonable and the Second Supplemental Agreement and the Termination Agreement are in the interests of the Company and the Shareholders as a whole.

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

Hong Kong, 13th September, 2016

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 RMB0.85. 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