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China Gogreen Assets Investment Limited
中國保綠資產投資有限公司

(to be renamed as Jun Yang Solar Power Investments Limited

君陽太陽能電力投資有限公司)

(Incorporated in Bermuda with limited liability)

(Stock Code: 397)

**VOLUNTARY ANNOUNCEMENT –
ADDENDUM IN RELATION TO
THE POSSIBLE SALE AND PURCHASE OF EQUITY INTERESTS
IN LUCK KEY**

This is a voluntary announcement made by the Company.

The Board wishes to announce that the Company, together with the other two shareholders of Luck Key, has entered into the Addendum with Computech in relation to the possible sale and purchase of the entire equity interests in Luck Key on 5 March 2013 (after trading hours). The Transaction, if materialised, may constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

The Board would like to emphasise that no legally binding agreement in relation to the proposed transaction has been entered into by the Company with any party as at the date of this announcement (save as to the exclusivity right on the negotiation for the Transaction during the Exclusivity Period under the MOU, the confidentiality undertaking regarding information received and the payment and refund of Deposit). As the Transaction may or may not materialise, shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.

Reference is made to the announcement of China Gogreen Assets Investment Limited (to be renamed as Jun Yang Solar Power Investments Limited) (“**Company**”, together with its subsidiaries, the “**Group**”) dated 5 February 2013 (“**Announcement**”). Unless the context otherwise requires, capitalised terms used herein shall have the same meanings as those defined in the Announcement.

This is a voluntary announcement made by the Company.

THE ADDENDUM

The Board wishes to announce that the Company, together with Town Health (BVI) Limited and Dr. Fung Yiu Tong, Bennet (collectively “**Intended Vendors**”), all of whom are shareholders of Luck Key, has entered into an addendum to the MOU (“**Addendum**”) with Computech Holdings Limited (“**Computech**”) in relation to the possible sale and purchase of the entire equity interests in Luck Key on 5 March 2013 (after trading hours). The Addendum serves to supplement the MOU.

The Addendum is legally binding.

The parties to the MOU, under the Addendum, clarified that the subject matter of the transaction (“**Transaction**”) as contemplated under the MOU shall comprise the entire equity interests in Luck Key and all the shareholder’s loan that the Company has advanced to Luck Key Group.

Pursuant to the Addendum,

1. Computech has agreed to pay, within three calendar days from the date of the Addendum, to the Intended Vendors a sum of HK\$38,000,000 (“**Deposit**”) as deposit for the Transaction and part payment of the consideration for the Transaction (“**Consideration**”). The Deposit is to be shared by the Intended Vendors as to HK\$33,812,000 by the Company, as to HK\$3,698,000 by Town Health (BVI) Limited and as to HK\$490,000 by Dr. Fung Yiu Tong, Bennet.
2. In the event that a definitive agreement (“**Definitive Agreement**”) in relation to the Transaction is entered into by the parties prior to the expiry of the Exclusivity Period, the Deposit shall be applied towards to reduce Computech’s obligation to pay an equivalent amount of the cash portion of the Consideration under the Definitive Agreement.
3. In the event that the Definitive Agreement is not entered into by the parties hereto prior to the expiry of the Exclusivity Period or if the MOU is terminated by any party in accordance with the exclusivity clause contained therein, the Intended Vendors shall pay to Computech a sum which is equal to the Deposit.
4. Without prejudice to the aforesaid, in the event that the Consideration agreed between the parties and as stipulated in the Definitive Agreement does not comprise any cash portion, the Intended Vendors shall, within 14 calendar days after the entering into of the Definitive Agreement, pay to Computech a sum which is equal to the Deposit.
5. Without prejudice to the aforesaid, in the event that the cash portion comprised in the Consideration agreed between the parties and as stipulated in the Definitive Agreement is less than the Deposit, the Intended Vendors shall, within 14 calendar days after the entering into of the Definitive Agreement, pay to Computech a sum which is equal to the difference between the Deposit and the amount of the cash portion comprised in the Consideration.
6. The Intended Vendors’ payment obligations as mentioned in items 3, 4 and 5 above are several and in respect of each Intended Vendor and shall be limited to the amount (in respect of 3 or item 4 above) or the proportionate amount (in respect of item 5 above) already paid to it/him by Computech under item 1 above.

GENERAL

The Group is principally engaged in (i) solar energy business with a current focus on development, construction, operation and maintenance of power station projects; (ii) money lending business; and (iii) assets investment.

The Board would like to emphasise that no legally binding agreement in relation to the proposed transaction has been entered into by the Company with any party as at the date of this announcement (save as to the exclusivity right on the negotiation for the Transaction during the Exclusivity Period under the MOU, the confidentiality undertaking regarding information received and the payment and refund of Deposit). As the Transaction may or may not materialise, shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.

The Transaction, if materialised, may constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

On behalf of the Board
China Gogreen Assets Investment Limited
(to be renamed as Jun Yang Solar Power Investments Limited)
Bai Liang
Chairman

5 March 2013

As at the date of this announcement, the executive Directors are Mr. Bai Liang, Mr. Jiang You, Mr. Siu Kam Chau, Mr. Lawrence Tang and Mr. Peng Libin, and the independent non-executive Directors are Mr. Chan Chi Yuen, Mr. Chik Chi Man and Mr. Yu Chun Fai.