

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.



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)

**DISCLOSEABLE TRANSACTION -
DISPOSAL OF INVESTMENT IN HEALTH CHECK BUSINESS**

THE SP AGREEMENT

After trading hours on 16 April 2013, the Company, Town Health BVI and Dr. Fung as the Vendors entered into the SP Agreement with Absolutely Talent as the Purchaser and Computech as the Purchaser's Guarantor pursuant to which (i) the Vendors have conditionally agreed to sell and the Purchaser has conditionally agreed to acquire, the entire issued share capital of Luck Key and (ii) the Company has agreed to sell and assign the Sale Loan to the Purchaser, at an aggregate cash consideration of HK\$85,000,000.

As at the date of the SP Agreement, Luck Key was owned as to approximately 47.89% by the Company, approximately 46.01% by Town Health BVI and approximately 6.10% by Dr. Fung.

The Company will receive gross proceeds of HK\$75,631,000 from the Disposal.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios as defined under the Listing Rules in respect of the Disposal are more than 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

THE SP AGREEMENT

Reference is made to the Company's announcements dated 5 February 2013 and 5 March 2013 in relation to the MOU and the Addendum entered between the Vendors and Computech in respect of the proposed sale and purchase of the entire issued share capital of Luck Key and the proposed assignment of the Sale Loan.

The Board wishes to announce that after trading hours on 16 April 2013, the Company, Town Health BVI and Dr. Fung as the Vendors entered into the SP Agreement with Absolutely Talent as the Purchaser and Computech as the Purchaser's Guarantor in connection with the Disposal. The SP Agreement has superseded the MOU and the Addendum.

Major terms of the SP Agreement are set out below.

Date:

16 April 2013

Parties:

- (i) the Company as one of the Vendors;
- (ii) Town Health BVI as one of the Vendors;
- (iii) Dr. Fung as one of the Vendors;
- (iv) Absolutely Talent as the Purchaser; and
- (v) Computech as the Purchaser's Guarantor.

Dr. Fung is a medical practitioner in Hong Kong. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Dr. Fung is an Independent Third Party.

Town Health BVI, a company incorporated in the British Virgin Islands with limited liability, is a wholly-owned subsidiary of Town Health International, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 3886). The principal activities of Town Health International and its subsidiaries can be broadly categorised into the (i) provision of medical and dental services; and (ii) securities and property investment and securities trading business. Town Health International and its subsidiaries also hold investment in companies which are principally engaged in health check business in Hong Kong and pharmaceutical business and sale of healthcare and pharmaceutical products in the PRC. Having made reasonable enquiry with Town Health BVI, to the best knowledge of the Board, as at the date of this announcement, Town Health International is interested in approximately 7.01% of the issued share capital of the Company.

The Purchaser, a company incorporated in the British Virgin Islands with limited liability, is a wholly-owned subsidiary of Computech, the shares of which are listed on the Growth Enterprise Market of the Stock Exchange (Stock Code: 8081). Computech and its subsidiaries are principally engaged in (i) the provision of IT services, including consultancy, technical support, systems integration, development and sales of relevant hardware and software products in Hong Kong and (ii) money lending business in Hong Kong. As at the date of this announcement, the Company owns the 2015 due zero coupon convertible bonds issued by Computech in the principal amount of HK\$50,000,000, details of which are set out in the Company's announcement dated 16 January 2013.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of Town Health BVI, Town Health International, the Purchaser and Computech and their ultimate beneficial owners is an Independent Third Party.

Assets to be disposed of:

- (1) the Sale Shares, representing approximately 47.89% of the issued share capital of Luck Key. The Sale Shares represent the Company's entire holding in Luck Key.
- (2) the Sale Loan, being the entire sum owing by Luck Key Group to the Company as at Completion. For information purpose only, such sum amounted to HK\$67,021,000 as at 31 December 2012.

Conditions Precedent:

Completion shall be conditional upon and subject to:

- (a) the Purchaser being satisfied with the results of the due diligence review regarding Luck Key Group;
- (b) the representations, warranties and undertakings made by the Vendors under the SP Agreement remaining true, accurate and complete in all respects;
- (c) all necessary consents and approvals required to be obtained on the part of the Vendors in respect of the SP Agreement and the transactions contemplated thereunder having been obtained;
- (d) all necessary consents and approvals required to be obtained on the part of the Purchaser in respect of the SP Agreement and the transactions contemplated thereunder having been obtained;
- (e) if necessary, the passing by the shareholders of Computech (other than those who are required to abstain from voting under the GEM Listing Rules) at an extraordinary general meeting of Computech to be convened and held of the necessary resolutions to approve the SP Agreement and the transactions contemplated thereunder; and

- (f) the Purchaser having sufficient fund available to settle the total consideration in full.

The Purchaser may at its absolute discretion at any time waive in writing any of the conditions set out in (a), (b) and (f) above (to the extent it is capable of being waived) and such waiver may be made subject to such terms and conditions as to be determined by the Purchaser. If the conditions set out above have not been satisfied (or as the case may be, waived), other than as a result of the default of the Purchaser and/or Computech, at or before 4:00 p.m. on 31 July 2013 (or such later date as the Vendors and the Purchaser may agree) the SP Agreement shall cease and determine (save and except for provisions governing confidentiality, notices, costs and stamp duty as well as governing law, jurisdiction and process agents which shall continue to have full force and effect) and the Deposit (without interest) shall be refunded to the Purchaser forthwith and thereafter none of the parties shall have any obligations and liabilities towards each other under the SP Agreement save for any antecedent breaches of the terms of the SP Agreement.

Consideration

The total consideration payable by the Purchaser for the acquisition of (i) the entire issued share capital of Luck Key and (ii) the Sale Loan is HK\$85,000,000. All such consideration has been and, as the case may be, will be satisfied in cash by the Purchaser in the following manner:

- (a) as to the Deposit, being the sum of HK\$38,000,000, has been paid by the Purchaser to the Vendors within three (3) calendar days after signing of the Addendum. The Deposit shall be applied as part of the consideration upon Completion; and
- (b) the balance of HK\$47,000,000 to be paid by the Purchaser to the Vendors in cash in the following proportion upon Completion:
- (i) as to HK\$41,819,000 to the Company (or as it may direct in writing);
 - (ii) as to HK\$4,574,000 to Town Health BVI (or as it may direct in writing); and
 - (iii) as to HK\$607,000 to Dr. Fung (or as he may direct in writing).

The Company has shared HK\$33,812,000 out of the Deposit.

If the Completion does not take place as a result of the sole default of the Purchaser or, as the case may be, Computech, the Vendors may forthwith terminate the SP Agreement by giving notice of termination in writing to the Purchaser to such effect (save and except for provisions governing confidentiality, notices, costs and stamp duty as well as governing law, jurisdiction and process agents which shall continue to have full force and effect), in which event the Vendors shall be entitled to retain HK\$19,000,000 out of the Deposit as liquidated damages and shall as soon as practicable and in any event within five Business Days after the receipt of the notice of termination refund a sum equivalent to the difference between the Deposit and HK\$19,000,000, to the Purchaser in full and final settlement of any liabilities of any party towards the other parties and whereupon neither party hereto shall take any action to claim for damages or to enforce specific performance or any other rights and remedies.

If the Completion does not take place as a result of the sole default of any of the Vendors, the Purchaser may forthwith terminate the SP Agreement by giving notice of termination in writing to the Vendors to such effect (save and except for provisions governing confidentiality, notices, costs and stamp duty as well as governing law, jurisdiction and process agents which shall continue to have full force and effect), in which event the Vendors shall forthwith refund the Deposit that it/he has received (without interest), and together pay HK\$19,000,000, an amount equivalent to 50% of the Deposit, as liquidated damages, to the Purchaser and neither party shall have any obligations and liabilities hereunder and neither party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies. Each Vendor shall contribute the liquidated damages in proportion to the amount that he/it received from the Deposit.

If the Completion does not take place otherwise than due to the sole default of either the Purchaser or the Vendors, the SP Agreement shall cease and terminate (save and except for provisions governing confidentiality, notices, costs and stamp duty as well as governing law, jurisdiction and process agents which shall continue to have full force and effect) and the Vendors shall refund the Deposit (without interest) to the Purchaser, and neither party shall have any obligations and liabilities hereunder and neither party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies save for any antecedent breaches of the terms of the SP Agreement.

The consideration for the issued share capital of Luck Key was determined after arm's length negotiations between the Vendors and the Purchaser with reference to the net assets value of Luck Key Group as at 31 December 2012 with a discount of approximately 65% while the consideration for the Sale Loan was determined with reference to the face value of the Sale Loan. As at 31 December 2012, the amount owing by Luck Key Group to the Company amounted to approximately HK\$67,021,000 and it is expected that such amount will not be changed before Completion. The audited book value of the Group's interests in Luck Key Group as at 31 December 2012 was approximately HK\$8,178,000. The Directors consider that notwithstanding the fact that the consideration is fixed at a discounted net assets value of Luck Key Group, as (i) the consideration attributable to the Sale Shares that the Group can receive exceeds the audited book value of the Group's interests in Luck Key Group as at 31 December 2012; and (ii) the Group can receive gross proceeds from the Disposal of HK\$75,631,000 for its business operation, the Disposal is in the interests of the Company and the Shareholders as a whole and it is justified for the Group to determine the consideration on such basis.

It is expected the Company will receive a net proceeds of approximately HK\$75,431,000 from the Disposal. The Company intends to use the proceeds from the Disposal on the Group's money lending business.

Completion

Completion of the SP Agreement will take place on the date falling two business days after the fulfillment of all the Conditions Precedent (or such later date as the Vendors and the Purchaser may agree in writing).

It is expected that the Group will record a book gain of approximately HK\$231,000 as a result of the Disposal which represents the difference between the consideration to be received by the Company from the Disposal after the estimated expenses to be incurred for the Disposal and the

aggregate amount of net assets of Luck Key Group attributable to the Company as at 31 December 2012 and the face value of the Sale Loan. The actual gain or loss in connection with the Disposal will be assessed after Completion and is subject to audit.

Immediately after Completion, each member of Luck Key Group will cease to be an associate of the Company and the Company will cease to have any interest in Luck Key Group.

Non-competition:

Each of the Vendors has undertaken that it/he will not and shall procure its/his associates not to for its/his own account or for that of any person, firm or company (other than the Purchaser, Computech or Luck Key and Luck Key Group) or as principal, partner, director, employee, consultant or agent at any time during three years commencing on the date of Completion:

- (i) directly or indirectly solicit, interfere with, employ or endeavour to entice away from any member of Luck Key Group with a view to competing with Luck Group in the business of provision of medical diagnostic services with advanced imaging technology and laboratory service (“Competing Business”) any person who, to its and/or his knowledge, is now, or has during the twelve months preceding the date of the SP Agreement been, a client, customer or employee of, or in the habit of dealing with, any member of Luck Key Group within the scope of the Competing Business; or
- (ii) directly or indirectly carry on or be engaged or interested in any Competing Business in Hong Kong same as any business carried on by any member of Luck Key Group at the date of the SP Agreement; or
- (iii) at any time use the name or trading style of Luck Key Group, or any trademarks or logos or device similar in appearance to any trademarks, in Hong Kong, or represent himself as carrying on or continuing or being connected with any member of Luck Key Group or its business for any purpose whatsoever.

INFORMATION ON LUCK KEY GROUP

Luck Key is a company incorporated under the laws of the British Virgin Islands with limited liability. The Company holds approximately 47.89% interest in Luck Key Group which are principally engaged in the provision of medical diagnostic and health check services.

Currently, Luck Key Group is operating an aggregate of 9 health check centres and 2 laboratories which are located in Central, Causeway Bay, Jordon, Mong Kok, Shatin, Tuen Mun and Yuen Long through the brands of HKHC, OPUS, C.T. Scan and Yuen Foong. Luck Key Group provides one-stop comprehensive medical diagnostic and health check services with advanced imaging technology and full-range laboratory services. It has approximately 200 experienced medical and healthcare professionals and supporting staff. The flagship centre of Luck Key Group is located in Jordon, which is the first and the only private owned health check centre in Hong Kong to incorporate the three top-end imaging modalities, being 64 Slice CT, 3T MRI and 16 Slice PET/CT, in a single location.

The unaudited consolidated total assets value and the net assets value of Luck Key Group as at 31 December 2012 are approximately HK\$132,499,000 and approximately HK\$51,857,000 respectively. The unaudited consolidated financial information of Luck Key Group for the two years ended 31 December 2011 and 2012 are as follows:

	Year ended 31 December 2011 HK\$'000	Year ended 31 December 2012 HK\$'000
Revenue	193,086	185,666
Net (loss)/profit before taxation	(3,611)	20,486
Net (loss)/profit after taxation	(1,421)	21,659

Luck Key Group has been accounted as associates of the Company. Upon Completion, the Group will cease to have any interest in Luck Key Group.

REASONS FOR AND BENEFITS OF THE DISPOSAL

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 Directors are of the view that the Disposal represents a good opportunity for the Group to dispose of its entire investments in the health check services in order to focus more resources on one of its principal business, being money lending.

The Directors consider that the Disposal would not have any adverse impact on the Group's future business model and strategy.

The Group's money lending business is conducted through the Company's wholly-owned subsidiary, E Finance Limited, which was acquired by the Group in September 2012. Since then, the Group has conducted various money lending transactions and the Directors believe that the Group can benefit from such money lending transactions as they have broadened the income stream for the Group. With the net proceeds from the Disposal, it is expected that the Group can further strengthen its activity in this business segment.

Apart from money lending business, another current focus of the Group is the investment and operation of the downstream solar power stations. With the implementation of practicable subsidy scheme for solar power system under policies including the "Plan for Development of the National Strategic Emerging Industries During the Period of the 12th Five-Year Plan" and a purposeful development objective, the downstream solar power projects are heading to a promising future. Since 2012, the Group has exerted more effort in developing the downstream power generation business and has achieved encouraging progress in various projects by maintaining the momentum gained during 2011.

The Group is currently constructing and operating three power station projects, namely, the 10-megawatt grid-connected on-ground solar PV power station in Geermu, Qinghai Province, the 20-megawatt rooftop power station project in Zhengzhou, Henan Province and the 20-megawatt

rooftop power station project in Xuchang, Henan Province, the PRC. The project in Geermu has been completed and has already started generating revenue to the Group from the second half of 2012. In addition, the Group has entered into two memoranda of understanding with local PRC parties for the development of two more solar PV power station projects, constructing an aggregate installed capacity of 80-megawatt rooftop solar PV power stations in Ningxia and Xuchang, the PRC. Furthermore, the Group has also entered into a framework agreement with Zhongxing Energy (Shenzhen) Company Limited in relation to the possible acquisition and cooperation of solar PV power station projects in Shenzhen, Guangdong Province, the PRC. The Company and Zhongxing Energy (Shenzhen) Company Limited are currently negotiating the detailed terms of the possible acquisition and cooperation and as at the date of this announcement, no legally binding agreement has been signed by the parties.

The Group's another business segment is assets investment business. The Group's investment focus remains mainly in listed and unlisted securities in Hong Kong. In 2012, the Group achieved steady growth in its investment business.

Apart from the aforesaid and the proposed issue of shares of the Company to Sense Lights Group Limited (details of which are disclosed in the Company's announcement dated 23 January 2013), the Company has no other proposed disposal, potential acquisition or fund raising exercises as at the date of this announcement.

The Directors (including the independent non-executive Directors) believe that the terms of the SP Agreement are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

REQUIREMENTS OF THE LISTING RULES

As the applicable percentage ratios as defined under the Listing Rules in respect of the Disposal are more than 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Absolutely Talent” or “Purchaser”	Absolutely Talent Technology Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of Computech
“Addendum”	the addendum to the MOU dated 5 March 2013 made between the Vendors and Computech in relation to the Disposal
“associate(s)”	has the meaning as ascribed to it in the Listing Rules

“Board”	the board of Directors
“Company”	China Gogreen Assets Investment Limited (to be renamed as Jun Yang Solar Power Investments Limited), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Disposal
“Computech” or “Purchaser’s Guarantor”	Computech Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Growth Enterprise Market of the Stock Exchange
“Conditions Precedent”	conditions precedent to the completion of the SP Agreement as set out in the paragraph headed “Conditions precedent” of this announcement
“Deposit”	the sum of HK\$38,000,000 paid by Computech (for and on behalf of the Purchaser) to the Vendors in connection with the proposed sale and purchase of the entire issued share capital of Luck Key and the proposed assignment of the Sale Loan
“Director(s)”	the director(s) of the Company
“Disposal”	the proposed disposal of the Sale Shares in Luck Key and the assignment of the Sale Loan, in each case, by the Company to the Purchaser pursuant to the terms of the SP Agreement
“Dr. Fung”	Dr. Fung Yiu Tong, Bennet
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party”	a party who is a third party independent of the Company and its connected persons and their respective associates (within the meaning of the Listing Rules)

“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Luck Key”	Luck Key Investment Limited, a company incorporated in the British Virgin Islands with limited liability and owned as to approximately 47.89% by the Company
“Luck Key Group”	Luck Key and its subsidiaries
“MOU”	the memorandum of understanding dated 5 February 2013 made between the Vendors and Computech in connection with the proposed sale and purchase of the entire issued share capital of Luck Key
“PRC”	the People’s Republic of China excluding, for the purpose of this announcement, Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“PV”	photovoltaic
“Sale Shares”	5,100 issued shares of US\$1.00 each, representing approximately 47.89% of the issued share capital of Luck Key. The Sale Shares represent the Company’s entire holding in Luck Key
“Sale Loan”	the entire sum owing by Luck Key Group to the Company as at Completion. For information purpose only, such sum amounted to approximately HK\$67,021,000 as at the date of the SP Agreement
“Shareholder(s)”	shareholder(s) of the Company
“SP Agreement”	the sale and purchase agreement dated 16 April 2013 entered into among the Vendors, the Purchaser and the Purchaser’s Guarantor in relation to the Disposal
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Town Health BVI”	Town Health (BVI) Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of Town Health International

“Town Health International”	Town Health International Investments Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Vendors”	collectively, being the Company, Town Health BVI and Dr. Fung
“%”	per cent.

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

16 April 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.