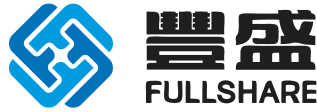


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Fullshare Holdings Limited

豐盛控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00607)

**CONNECTED TRANSACTION
IN RELATION TO THE ACQUISITIONS OF THE CONTROLLING EQUITY
INTEREST IN THE TARGET COMPANIES IN THE PRC
AND THE INTELLECTUAL PROPERTIES RIGHTS
AND
FUTURE POTENTIAL CONTINUING CONNECTED TRANSACTIONS**

THE ACQUISITIONS

Equity Acquisition

On 12 May 2015 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, and Nanjing Fullshare Energy entered into the Equity Transfer Agreement, pursuant to which the Purchaser has conditionally agreed to purchase and Nanjing Fullshare Energy has conditionally agreed to sell the Controlling Equity Interest, at the total consideration of RMB28 million.

Intellectual Properties Rights Acquisition

On 12 May 2015 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, and Nanjing Fullshare Energy and Hubei Fengshen entered into the Intellectual Properties Rights Transfer Agreement, pursuant to which the Purchaser has conditionally agreed to purchase, and Nanjing Fullshare Energy and Hubei Fengshen have conditionally agreed to sell the Intellectual Properties Rights, at the total consideration of RMB1.7 million. Since some of the Intellectual Properties Rights are being used by Hubei Fengshen for its business and daily operation, upon the Intellectual Properties Rights Completion, the Purchaser will non-exclusively license 8 patents among the Intellectual Properties Rights to Hubei Fengshen in the PRC.

IMPLICATIONS UNDER THE LISTING RULES

By virtue of the relationship between the parties as described below, each of Nanjing Fullshare Energy and Hubei Fengshen is a connected person of the Company and the Acquisitions constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

As the aggregated relevant applicable percentage ratios in respect of the Acquisitions are less than 5%, the Acquisitions are only subject to the reporting and announcement requirements and are exempt from the circular, independent financial advice and independent shareholders' approval requirements under Chapter 14A of the Listing Rules. In respect of the licensing of 8 patents among the Intellectual Properties Rights to Nanjing Fullshare Energy and/or Hubei Fengshen in the PRC upon the Intellectual Properties Rights Completion, as all of the applicable percentage ratios are less than 0.1%, the transaction will constitute a de minimis continuing connected transaction pursuant to Rule 14A.76(1) of the Listing Rules and is exempt from the reporting, announcement and independent shareholders' approval requirements as set out in Chapter 14A of the Listing Rules.

WARNING

The Company is still in the process of negotiation with the shareholders of Jiangsu Green Building as to the acquisition of equity interest in Jiangsu Green Building pursuant to the MOU. The Company will make further announcement(s) in relation such acquisition(s) (if any) as and when appropriate and comply with all other requirements under the Listing Rules. Shareholders and potential investors in the Company should exercise caution when dealing in the securities of the Company.

FUTURE POTENTIAL CONTINUING CONNECTED TRANSACTIONS

Before the date of the Equity Transfer Agreement, NFEM, being one of the Target Companies has already entered into the CCT Agreements with the connected persons of the Company. As such, upon the Equity Transfer Completion, the CCT Agreements and the transactions contemplated thereunder will constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.60 of the Listing Rules, the Company is required to comply with the annual review and disclosure requirements if the Group continues to conduct the transaction under the CCT Agreements after the Equity Transfer Completion. When any of the CCT Agreements is renewed or its terms are varied after the Equity Transfer Completion, the Company will comply with the applicable requirements under Chapter 14A of the Listing Rules.

INTRODUCTION

Reference is made to the announcement of the Company dated 22 March 2015 in respect of the memorandum of understanding (the “**MOU**”) between the Purchaser and Nanjing Fullshare Energy for the possible acquisition of the Controlling Equity Interest and the Intellectual Properties Rights.

The Board wishes to announce that on 12 May 2015 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, and Nanjing Fullshare Energy entered into the Equity Transfer Agreement, pursuant to which the Purchaser conditionally agreed to purchase and Nanjing Fullshare Energy conditionally agreed to sell the Controlling Equity Interest, at the total consideration of RMB28 million. Upon the Equity Transfer Completion, the Target Companies will become indirect subsidiaries of the Company.

In addition, the Purchaser, an indirect wholly-owned subsidiary of the Company, and Nanjing Fullshare Energy and Hubei Fengshen entered into the Intellectual Properties Rights Transfer Agreement, pursuant to which the Purchaser has conditionally agreed to purchase, and Nanjing Fullshare Energy and Hubei Fengshen have conditionally agreed to sell the Intellectual Properties Rights, at the total consideration of RMB1.7 million. The Intellectual Properties Rights Transfer Completion is conditional upon registration of the transfer of equity interest under the Equity Transfer Agreement. Upon the Intellectual Properties Rights Transfer Completion, the Intellectual Properties Rights will become solely owned by the Group.

The principal terms of the Equity Transfer Agreement and the Intellectual Properties Rights Transfer Agreement are set out below:

PRINCIPLE TERMS OF THE EQUITY TRANSFER AGREEMENT

Date

12 May 2015

Parties

- Purchaser : Fullshare Green Building Group Company Limited* (豐盛綠建集團有限公司), a company established under the laws of the PRC and an indirect wholly-owned subsidiary of the Company
- Vendor : Nanjing Fullshare Energy, a company established under the laws of the PRC which as at the date of this announcement, directly holds the Controlling Equity Interest

Assets to be acquired

Nanjing Fullshare Energy conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Controlling Equity Interest free from all encumbrances.

Consideration

The Equity Transfer Consideration in the amount of RMB28 million shall be paid by the Purchaser to Nanjing Fullshare Energy by installments in the following manners:

- (1) within 20 Business Days after all the Equity Transfer Conditions have been fulfilled or waived (as the case may be), RMB2.8 million, being 10% of the Equity Transfer Consideration payable to Nanjing Fullshare Energy, will be deposited by the Purchaser to a bank account designated by Nanjing Fullshare Energy (the “**First Installment**”); and
- (2) within 10 Business Days after all the Equity Transfer Conditions have been fulfilled or waived (as the case may be) and the Equity Transfer Completion has taken place in accordance with the Equity Transfer Agreement, RMB25.2 million will be deposited by the Purchaser to a bank account designated by Nanjing Fullshare Energy (the “**Second Installment**”).

The Group intends to settle the 50% of Equity Transfer Consideration by bank borrowing and the rest will be settled by its internal working capital.

Basis of determining the consideration

The Equity Transfer Consideration was arrived at after arm’s length negotiations between Nanjing Fullshare Energy and the Purchaser on normal commercial terms principally with reference to, among others, the sum of the proportionate total net asset values of the Target Companies in accordance with the equity interest held by Nanjing Fullshare Energy as at 31 December 2014 based on the PRC audited financial statements of the Target Companies. The sum of the proportionate total asset values and net asset values of the Target Companies in accordance with the equity interest held by Nanjing Fullshare Energy as at 31 December 2014 based on the PRC audited financial statements were approximately RMB179.1 million and RMB28.2 million, respectively.

Conditions precedent

The payment by the Purchaser under the Equity Transfer Agreement is conditional upon fulfillment and/or waiver (as the case may be) of the Equity Transfer Conditions as set forth below:

- (i) the Purchaser being satisfied with the results of the due diligence review on, among others, the financial, legal and valuation aspects of the Target Companies and there has been no change to such findings which is unacceptable to the Purchaser prior to the Equity Transfer Completion;
- (ii) the Purchaser having received a legal opinion issued by the PRC lawyers as to the law of the PRC in relation to the Target Companies and their business and the Equity Acquisition which is in all respects satisfactory to the Purchaser;

- (iii) the Purchaser having obtained all approvals under the relevant laws and regulations and all necessary consents from third parties which are required for the Equity Transfer Agreement, the Equity Acquisition and other transactions contemplated under the Equity Transfer Agreement;
- (iv) the Purchaser having published the relevant announcement in relation to the Equity Transfer Agreement, the Equity Acquisition and other transactions contemplated under the Equity Transfer Agreement;
- (v) the Transaction Documents and the ancillary agreements and documents contemplated thereunder having been signed by the relevant parties thereto and originals of which having been provided to the Purchaser;
- (vi) in the absolute opinion of the Purchaser, there has been no material adverse change in relation to the Target Companies and their business;
- (vii) at each payment date of the Equity Transfer Consideration, Nanjing Fullshare Energy's representations and warranties contained in the Equity Transfer Agreement and the Transaction Documents having remained true, accurate and not misleading;
- (viii) at each payment date of the Equity Transfer Consideration, there having been no restriction, prohibition, injunction, invalidation or others which prevent (or seek to prevent) the Equity Acquisition or other transactions contemplated under the Equity Transfer Agreement;
- (ix) Nanjing Gulou has provided its consent to the transfer of equity interest in Nanjing Far-seeker by Nanjing Fullshare Energy and waiver of pre-emptive right in relation thereto;
- (x) all of the Target Companies have entered into formal agreements in respect of loans with related parties and the interest rate shall not be higher than loan interest rate of banks for the corresponding period and no security shall be provided to secure the loans;
- (xi) execution of the Intellectual Properties Rights Transfer Agreement; and
- (xii) at each payment date of the Equity Transfer Consideration, Nanjing Fullshare Energy having complied with all of its obligations under the Equity Transfer Agreement and the Transaction Documents.

The Purchaser may waive, in whole or in part, conditionally or unconditionally, conditions set out in (i), (ii), (v), (vi), (vii), (x), (xi) and (xii) above by written notice to Nanjing Fullshare Energy. The conditions set out in (iii), (iv), (viii) and (ix) above will not be waivable.

As at the date of this announcement, the Purchaser does not intend to waive any of the above conditions, and none of the above conditions precedent (except condition (iv)) has been fulfilled.

Equity Transfer Completion

Subject to the fulfillment or waiver (as the case may be) of all the above Equity Transfer Conditions, the Purchaser shall pay the First Installment to the account designated by Nanjing Fullshare Energy within 20 Business Days, and the registration of the Equity Acquisition shall be completed within the next 10 Business Days. The Equity Transfer Completion shall take place on the date when the Equity Acquisition in respect of all of the Target Companies has been registered with relevant industry and commerce bureau.

Upon the Equity Transfer Completion, the Purchaser will directly hold the Controlling Equity Interest, and the Target Companies will become indirect subsidiaries of the Group.

Termination

In the event of any material breach of the Equity Transfer Agreement which is not remedied within twenty (20) Business Days of the written notice given by the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate the Equity Transfer Agreement and the Transaction Documents.

PRINCIPLE TERMS OF THE INTELLECTUAL PROPERTIES RIGHTS TRANSFER AGREEMENT

Date

12 May 2015

Parties

Purchaser : Fullshare Green Building Group Company Limited* (豐盛綠建集團有限公司), a company established under the laws of the PRC and an indirect wholly-owned subsidiary of the Company

Vendors : (1) Nanjing Fullshare Energy; and
(2) Hubei Fengshen, a directly wholly-owned subsidiary of Nanjing Fullshare Energy

Assets to be acquired

Nanjing Fullshare Energy and Hubei Fengshen conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Intellectual Properties Rights free from all encumbrances.

Consideration

The Intellectual Properties Rights Transfer Consideration in the amount of RMB1.7 million shall be paid by the Purchaser to Nanjing Fullshare Energy in cash within 10 Business Days after completion of registrations of the Equity Acquisition in respect of all of the Target Companies with the relevant industry and commerce bureau.

The Group intends to settle the Intellectual Properties Rights Transfer Consideration by its internal working capital.

Basis of determining the consideration

The Intellectual Properties Rights Transfer Consideration was arrived at after arm's length negotiations between Nanjing Fullshare Energy and the Purchaser on normal commercial terms principally with reference to, among others, the value of the Intellectual Properties Rights as at 31 March 2015 under a valuation report based on replacement cost method prepared by a PRC recognised intellectual properties entity, which is an Independent Third Party, amount to approximately RMB1.7 million.

Conditions precedent

The Intellectual Properties Rights Transfer Completion is conditional upon registration of the transfer of equity interest under the Equity Transfer Agreement with the relevant industry and commerce bureau and shall take place within 5 days after payment of the Intellectual Properties Rights Transfer Consideration (in respect of each patent) or on the date of payment of the Intellectual Properties Rights Transfer Consideration (in respect of each software copyright).

Intellectual Properties Rights Licensing

Since some of the Intellectual Properties Rights are being used by Hubei Fengshen for its business and daily operation, upon the Intellectual Properties Rights Completion, the Purchaser will non-exclusively license 8 patents among the Intellectual Properties Rights to Hubei Fengshen in the PRC at a license fee of RMB14,000 per annum for three years.

INFORMATION OF THE GROUP

The Group is expanding its principal business activities into green building, green urban EPC, EMC services and property development.

INFORMATION OF NANJING FULLSHARE ENERGY AND HUBEI FENGSHEN

Nanjing Fullshare Energy is a company established under the laws of the PRC and principally engaged in the business of energy station business and engaged in other businesses through the Target Companies as disclosed in the section headed “Information of the Target Companies” in this announcement.

Hubei Fengshen is a company established under the laws of the PRC, and is a directly wholly-owned subsidiary of Nanjing Fullshare Energy. It is principally engaged in the business of construction in energy station.

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, Nanjing Fullshare Energy is owned by Mr. Ji as to approximately 56.68%. Mr. Ji is one of the directors of Nanjing Fullshare Energy. Mr. Ji is also the Chairman, Chief Executive Officer and executive Director of the Company and the controlling shareholder of the Company. In addition, Nanjing Fullshare Energy is owned by Mr. Fang Jian who is an executive Director, as to approximately 4.76%.

INFORMATION OF THE TARGET COMPANIES

Shanghai Far-seeker Energy Technology Company Limited* (上海法斯克能源科技有限公司) is principally engaged in green building consultancy, regional energy planning, EMC in hotel, hospital and office park. It was established in June 2009 with an initial registered capital of RMB10 million which was contributed by Nanjing Fullshare Energy as to 100%.

Anhui Green Building Company Limited* (安徽省綠色建築有限公司) is principally engaged in green building consultancy, regional energy planning, green building technology research and development, EMC. It was established in June 2013 with an initial registered capital of RMB1 million which was contributed by Nanjing Fullshare Energy as to 100%.

NFEM is principally engaged in EMC in hotel, hospital and office park and operation business. It was established in June 2003 with an initial registered capital of RMB5 million which was contributed by Nanjing Fullshare Energy as to 100%.

Nanjing Far-seeker is principally engaged in investment, construction management and operation management in energy station.

Nanjing Far-seeker is owned by Nanjing Fullshare Energy and Nanjing Gulou as to 95% and 5%, respectively, as at the date of this announcement. It was established in November 2007 with an initial registered capital of RMB30 million which was contributed by Nanjing Fullshare Energy and Nanjing Gulou as to 95% and 5%, respectively. To the best of the Directors’ knowledge, information and belief, Nanjing Gulou is an Independent Third Party.

The Target Companies (except Nanjing Far-seeker which is owned by Nanjing Fullshare Energy and Nanjing Gulou as to 95% and 5%, respectively) are owned by Nanjing Fullshare Energy as to 100% as at the date of this announcement.

The sum of the total asset values and net asset values of the Target Companies as at 31 December 2014 based on the PRC audited accounts were approximately RMB187.6 million and RMB29.3 million, respectively.

The financial information of the Target Companies for the two years ended 31 December 2013 and 31 December 2014 prepared in accordance with the generally accepted accounting principles in the PRC are set out below:

	For the year ended 31 December	
	2013	2014
	<i>RMB'000</i>	<i>RMB'000</i>
Net loss before taxation	(2,426)	(14,596)
Net loss after taxation	(2,583)	(14,319)

Upon the Equity Transfer Completion, the Target Companies will become indirect subsidiaries of the Company.

INFORMATION OF THE INTELLECTUAL PROPERTIES RIGHTS

As at the date of this announcement, the Intellectual Properties Rights include 14 patents and software copyrights held by Nanjing Fullshare Energy and/or Hubei Fengshen in relation to the green building construction. The Intellectual Properties Rights were developed by Nanjing Fullshare Energy and/or Hubei Fengshen and are currently used by the Target Companies, Nanjing Fullshare Energy and Hubei Fengshen for their business and daily operation.

Upon the Intellectual Properties Rights Transfer Completion, the Intellectual Properties Rights will become solely owned by the Group.

REASONS FOR AND BENEFITS OF THE ACQUISITIONS

The Group is expanding its principal business activities into green building, green urban EPC, EMC services and property development. Upon completion of the Acquisitions, the Group would have capacity on the green building technology research and development, enhance the capacity of green building consultancy and regional energy planning, obtain certain specific experience in EMC service and enrich the service scope in green building. The Group would enjoy the synergies upon the completion of the Acquisitions, satisfy more customers' diversified needs for green construction technology and services and strengthen the operational capacity and profitability.

The terms of the Equity Transfer Agreement and the Intellectual Properties Rights Transfer Agreement were determined after arm's length negotiations between the parties thereto and the Directors (including the independent non-executive Directors) are of the view that the terms of the above agreements including the consideration, which have been arrived at after arm's length negotiations, are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Nanjing Fullshare Energy is owned by Mr. Ji (who is the Chairman, Chief Executive Officer and executive Director of the Company and the controlling shareholder of the Company) as to approximately 56.68%. In addition, Nanjing Fullshare Energy is owned by Mr. Fang Jian, who is an executive Director, as to approximately 4.76%.

As such, Nanjing Fullshare Energy is a connected person of the Company and the Acquisitions constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

Mr. Ji and Mr. Fang Jian have abstained from voting at the meeting of the Board approving the Acquisitions. Save as mentioned above, none of the other Directors has a material interest in the Acquisitions.

As the aggregated relevant applicable percentage ratios in respect of the Acquisitions are less than 5%, the Acquisitions are only subject to the reporting and announcement requirements and are exempt from the circular, independent financial advice and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

In respect of the licensing of 8 patents among the Intellectual Properties Rights to Nanjing Fullshare Energy and/or Hubei Fengshen in the PRC upon the Intellectual Properties Rights Completion, as all of the applicable percentage ratios are less than 0.1%, the transaction will constitute a de minimis continuing connected transaction pursuant to Rule 14A.76(1) of the Listing Rules and is exempt from the reporting, announcement and independent shareholders' approval requirements as set out in Chapter 14A of the Listing Rules.

WARNING

The Company is still in the process of negotiation with the shareholders of Jiangsu Green Building as to the acquisition of equity interest in Jiangsu Green Building pursuant to the MOU. The Company will make further announcement(s) in relation such acquisition(s) (if any) as and when appropriate and comply with all other requirements under the Listing Rules. Shareholders and potential investors in the Company should exercise caution when dealing in the securities of the Company.

FUTURE POTENTIAL CONTINUING CONNECTED TRANSACTIONS

Before the date of the Equity Transfer Agreement, NFEM, being one of the Target Companies has already entered into the CCT Agreements with the connected persons of the Company. As such, upon the Equity Transfer Completion, the CCT Agreements and the transactions contemplated thereunder will constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.60 of the Listing Rules, the Company is required to comply with the annual review and disclosure requirements if the Group continues to conduct the transaction under the CCT Agreements after the Equity Transfer Completion. When any of the CCT Agreements is renewed or its terms are varied after the Equity Transfer Completion, the Company will comply with the applicable requirements under Chapter 14A of the Listing Rules.

Summary of the Principal Terms of the CCT Agreements

1. **Wuhan Jiufeng National Biological Industry Zone Energy Station Operation and Maintenance Contract**

In March 2015, Wuhan Far-seeker Energy Technology Development Company Limited* (武漢法斯克能源科技發展有限公司) (“**Wuhan Far-seeker**”), a directly wholly owned subsidiary of Nanjing Fullshare Energy, entered into an operation and maintenance contract (the “**Wuhan Jiufeng National Biological Industry Zone Energy Station Operation and Maintenance Contract**”) with NFEM, being one of the Target Companies, pursuant to which Wuhan Far-seeker contracted NFEM to conduct operation and maintenance work in respect of the Wuhan Jiufeng National Biological Industry Zone Energy Station. Principal terms of the contract is set out below:–

Date: March 2015

Expiry Date: 31 December 2015

Consideration: (i) utility costs in respect of water, electricity and gas, (ii) other administrative expenses such as wages and social insurance expense for designed employees and (iii) a bonus being a sum equal to 50% of the total kwh produced by the energy station in 2015 multiplied by the reduction of average unit energy production cost in 2015 as compared with the average unit cost in 2014. In the event that the sum under item (iii) above exceeds RMB500,000, the sum payable by Wuhan Far-seeker in 2015 will be capped at RMB500,000 and the remaining amount payable will be carried forward to the next year.

The NFEM’s revenue derived from the Wuhan Jiufeng National Biological Industry Zone Energy Station Operation and Maintenance Contract was approximately RMB2,600,000 for the year ended 31 December 2014.

Wuhan Far-seeker is a company established in the PRC and is principally engaged in the business of investment and operation in energy station.

Upon the Equity Transfer Completion, the contract will become a continuing connected transaction.

2. Kunshan Huaqiao Energy Station Operation and Maintenance Contract

In March 2015, Nanjing Fullshare Energy entered into an operation and maintenance contract (the “**Kunshan Huaqiao Energy Station Operation and Maintenance Contract**”) with NFEM, one of the Target Companies, pursuant to which Nanjing Fullshare Energy contracted NFEM to conduct operation and maintenance work in respect of the Kunshan Huaqiao Energy Station. Principal terms of the contract is set out below:–

Date: March 2015

Expiry Date: 31 December 2017

Consideration: RMB200,000 (exclusive of all disbursements) per annum. In addition, NFEM will be entitled to 2% of the service fee payable by users of the facilities in the Kunshan Huaqiao Energy Station to Nanjing Fullshare New Energy. The 2% service fee entitled to NFEM was approximately RMB210,000 for the year ended 31 December 2014. The NFEM’s revenue derived from the Kunshan Huaqiao Energy Station Operation and Maintenance Contract was approximately RMB410,000 for the year ended 31 December 2014.

Upon the Equity Transfer Completion, the contract will become a continuing connected transaction.

The Directors (excluding Mr. Ji and Mr. Fang Jian who have abstained from voting as to the Acquisitions but including the independent non-executive Directors) are of the view that the CCT Agreements and the transactions contemplated thereunder are on normal commercial terms and in the ordinary and usual course of business of the Group, their terms are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

DEFINITIONS

Unless otherwise specified, the following terms have the following meanings in this announcement:

“Acquisitions”	Equity Acquisition and Intellectual Properties Rights Acquisition
“Board”	the board of Directors
“Business Day”	a day on which banks in the PRC are open for business (excluding Saturday, Sunday, public holiday and holiday of bank)

“CCT Agreements”	Wuhan Jiufeng National Biological Industry Zone Energy Station Operation and Maintenance Contract and the Kunshan Huaqiao Energy Station Operation and Maintenance Contract
“Company”	Fullshare Holdings Limited (豐盛控股有限公司), a company incorporated in the Cayman Islands with limited liability, the issued Shares are listed on the Main Board of the Stock Exchange under the stock code of 607
“Controlling Equity Interest”	the entire equity interest of NFEM, Shanghai Far-seeker Energy Technology Company Limited* (上海法斯克能源科技有限公司) and Anhui Green Building Company Limited* (安徽省綠色建築有限公司), and 95% equity interest in Nanjing Far-seeker
“Controlling Shareholders”	the controlling shareholders of the Company, namely Mr. Ji and Magnolia Wealth
“Director(s)”	the director(s) of the Company
“EMC”	Energy Management Contract
“EPC”	Engineering-Procurement-Construction
“Equity Acquisition”	the acquisition of the Controlling Equity Interest by the Purchaser under the Equity Transfer Agreement
“Equity Transfer Agreement”	the sale and purchase agreement dated 12 May 2015 entered into between the Purchaser and Nanjing Fullshare Energy in relation to the Equity Acquisition
“Equity Transfer Completion”	completion of the Equity Acquisition in accordance with the terms and conditions of the Equity Transfer Agreement
“Equity Transfer Completion Date”	the date on which the Equity Transfer Completion is to take place
“Equity Transfer Conditions”	the conditions as set out under the paragraph “Conditions precedent” under the section headed “Principle terms of the Equity Transfer Agreement” of this announcement
“Equity Transfer Consideration”	the total consideration payable by the Purchaser for the Equity Acquisition pursuant to the terms of the Equity Transfer Agreement
“Group”	the Company and its subsidiaries

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hubei Fengshen”	Hubei Fengshen Purifying Airconditioning Facilities Engineering Company Limited* (湖北風神淨化空調設備工程有限公司), a directly wholly-owned subsidiary of Nanjing Fullshare Energy
“Independent Third Party(ies)”	third party(ies) independent of the Company and is(are) not connected person(s) (as defined under the Listing Rules) of the Company
“Intellectual Properties Rights”	the 14 patents and software copyrights held by Nanjing Fullshare Energy and/or Hubei Fengshen in relation to the green building construction
“Intellectual Properties Rights Acquisition”	the acquisition of the Intellectual Properties Rights by the Purchaser from Nanjing Fullshare Energy and/or Hubei Fengshen under the Transfer of Intellectual Properties Rights Agreement
“Intellectual Properties Rights Transfer Agreement”	the intellectual properties rights transfer agreement dated 12 May 2015 entered into between the Purchaser and Nanjing Fullshare Energy and Hubei Fengshen in relation to the Intellectual Properties Rights Acquisition
“Intellectual Properties Rights Transfer Completion”	completion of the Intellectual Properties Rights Acquisition in accordance with the terms and conditions of the Intellectual Properties Rights Transfer Agreement
“Intellectual Properties Rights Transfer Completion Date”	the date on which the Intellectual Properties Rights Transfer Completion is to take place
“Intellectual Properties Rights Transfer Consideration”	the total consideration payable by the Purchaser for the Intellectual Properties Rights Acquisition pursuant to the terms of the Intellectual Properties Rights Transfer Agreement
“Jiangsu Green Building”	Jiangsu Green Building Research Center Company Limited* (江蘇省綠色建築工程技術研究中心有限公司), a company established under the laws of the PRC which as at the date of this announcement, is owned by Nanjing Fullshare Energy as to 84.55%
“kwh”	kilowatt-hour. One kilowatt-hour is the amount of energy that would be produced by a generator producing one thousand watts for one hour

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Magnolia Wealth”	Magnolia Wealth International Limited, a company incorporated in the British Virgin Islands, the entire issued share capital of which is beneficially owned by Mr. Ji
“Mr. Ji”	Mr. Ji Changqun, the Chairman, Chief Executive Officer and executive Director of the Company
“Nanjing Fullshare Energy”	Nanjing Fullshare Energy Science & Technology Company Limited* (南京豐盛新能源科技股份有限公司), a company established under the laws of the PRC which as at the date of this announcement, directly holds 100% equity interest in the Target Companies
“Nanjing Far-seeker”	Nanjing Far-seeker Energy Technology Company Limited* (南京法斯克能源科技發展有限公司), owned by Nanjing Fullshare Energy and Nanjing Gulou as to 95% and 5%, respectively, as at the date of this announcement
“Nanjing Gulou”	Nanjing Gulou Technology Industry Company Limited* (南京鼓樓科技產業有限公司), a company established under the laws of the PRC. To the best of the Directors’ knowledge, information and belief, Nanjing Gulou is an Independent Third Party
“NFEM”	Nanjing Fullshare Energy Management Company Limited* (南京豐盛能源管理有限公司), one of the Target Companies, which entered into the CCT Agreements
“PRC”	the People’s Republic of China, for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Purchaser”	Fullshare Green Building Group Company Limited* (豐盛綠建集團有限公司), formerly known as Jiangsu Ruiheng Construction Limited* (江蘇銳恒建設有限公司), a company established under the laws of the PRC and an indirect wholly-owned subsidiary of the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	shares of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Companies”	NFEM, Shanghai Far-seeker Energy Technology Company Limited* (上海法斯克能源科技有限公司), Anhui Green Building Company Limited* (安徽省綠色建築有限公司) and Nanjing Far-seeker, which are companies established under the laws of the PRC and subsidiaries of Nanjing Fullshare Energy as at the date of this announcement
“Transaction Documents”	collectively, the Equity Transfer Agreement and any other agreement or documents entered into between the parties
“%”	per cent

By Order of the Board of
Fullshare Holdings Limited
Ji Changqun
Chairman

Hong Kong, 12 May 2015

As at the date of this announcement, the executive Directors are Mr. Ji Changqun, Mr. Shi Zhiqiang, Mr. Wang Bo and Mr. Fang Jian, the non-executive Directors are Mr. Eddie Hurip and Mr. Chen Minrui, and the independent non-executive Directors are Mr. Lau Chi Keung, Mr. Chow Siu Lui and Mr. Tsang Sai Chung.

* For identification purposes only