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JINGRUI HOLDINGS LIMITED

景瑞控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 01862)

DISCLOSEABLE TRANSACTION

On April 20, 2014, the Company and Natural Apex, a wholly owned subsidiary of the Company, entered into a share purchase agreement with the Purchaser pursuant to which Natural Apex will sell the Sale Shares, representing 43.24% of the issued share capital of the Target to the Purchaser for a consideration of US\$32 million (equivalent to approximately HK\$248.1 million).

As the relevant applicable percentage ratio exceed 5% but are less than 25%, the Acquisition constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

THE AGREEMENT

Reference is made to the announcement of the Company dated January 29, 2014 in relation to the Project Land in Wuxi, Jiangsu, PRC (the “**Announcement**”). On April 20, 2014, the Company and Natural Apex entered into a share purchase agreement with the Purchaser pursuant to which Natural Apex will sell the Sale Shares, representing 43.24% of the issued share capital of Target to the Purchaser for a consideration of US\$32 million (equivalent to approximately HK\$248.1 million) which will be used for the payment of the land premium for the Project Land. It is intended that the Target will acquire, through its wholly-owned subsidiary, Shimmery Amber, the entire issued share capital of the Project Company which holds the right to acquire the Project Land. As of the date hereof, the Target is a holding company indirectly wholly-owned by the Company.

Details of the Agreement are set out below:

Date : April 20, 2014

Parties : (1) Purchaser: Robinson RE Company, Limited, a company incorporated in Hong Kong which is primarily engaged in the business of real estate investment and is an indirect wholly owned subsidiary of Century Bridge Capital, a U.S. based private equity firm focused on residential real estate investments in China. To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Purchaser and Century Bridge Capital and the controlling shareholders of Century Bridge Capital are independent of and not connected with the Company or any of its connected persons.

(2) Seller: Natural Apex

(3) Guarantor: the Company

The Group and the Purchaser have not entered into any transactions in the past 12 months that would need to be aggregated with the Agreement pursuant to Rule 14.22 of the Listing Rules.

Subject matter : In accordance with the terms and conditions of the Agreement, the Purchaser agreed to acquire the Sale Shares from Natural Apex, and Natural Apex agreed to sell the same to the Purchaser.

The combined net assets value of the Target Group as at December 31, 2013 was nil. The unaudited financial results of the Target Group for the two years immediately preceding the date of the transaction are as follows:

	For the year ended December 31, (unaudited)	
	2012	2013
	<i>RMB'000</i>	<i>RMB'000</i>
Net (loss)/profit before tax	Nil	Nil
Net (loss)/profit after tax	Nil	Nil

Consideration : The total consideration payable by the Purchaser for the Sale Shares is US\$32 million (equivalent to approximately HK\$248.1 million). The consideration for the Sale Shares was arrived at after arm's length negotiation among the parties, and was determined by reference to the recent market value of comparable commercial development in the Yangtze River Delta region and capital contribution of the Group to the development of the Project Land.

It is currently intended that the proceeds from the Sale will be used for the purpose of the payment of the land premium for the Project Land.

After completion of the Sale, the Company will be indirectly interested in 56.76% of the Target. The Target will be a non-wholly owned subsidiary of the Group. As a preliminary assessment and subject to audit, it is expected that, as at the date of the Closing, the Group will recognise a profit or loss on the 43.24% equity interests in the Target sold, which will be the difference between the consideration of US\$32 million, adjusting by the derivative instrument value arising from the options pursuant to the Shareholders Agreement, and the carrying amount of 43.24% of equity interests disposed. The transaction will also give rise to a gain or loss on re-measurement of the 56.76% retained interest in the Target Group, which represents the difference between the fair value and the carrying amount of the 56.76% retained interest as at the date of the Closing.

- Payment Terms** : The consideration shall be paid by the Purchaser to Natural Apex in accordance with the following schedule:
- (1) Prior to Closing: subject to receipt by the Purchaser of a guarantee from the Company, the Purchaser shall pay an amount equal to the consideration to Natural Apex within five business days after April 20, 2014 as a deposit; and
 - (2) Closing: subject to the conditions precedent being satisfied or waived, the deposit amount shall be applied as payment in full by the Purchaser of the consideration for the sale.

- Pre-Closing Reorganization** : Immediately after April 20, 2014 and before the Closing, Natural Apex will procure that:
- (1) Shimmery Amber purchases from Shanghai Jingrui 100% of the equity interest in the Project Company at a price not higher than the paid-in capital of the Project Company as of the date of such purchase;
 - (2) the Project Company is converted into a wholly foreign owned enterprise with a registered capital of US\$74,000,000 which is fully paid and wholly owned by Shimmery Amber and evidenced by all required approvals and registrations from the PRC and any other applicable governmental entities;
 - (3) the Project Company pays the land premium in accordance with the State-Owned Construction Land Use Right Transfer Agreement (國有建設用地使用權出讓合同) entered into among Wuxi Land and Resources Bureau (無錫市國土資源局) and Shanghai Jingrui on February 27, 2014 in full and obtains the State-Owned Land Use Right Certificate for the Project Land;
 - (4) Shanghai Jingrui transfers all relevant approvals and certificates with respect to the Project Land to the Project Company, including but not limited to the Approval Certificate of Land for Construction Use; and
 - (5) the Target (i) repurchases 10,000 shares for US\$10,000 from Natural Apex; and (ii) issues to, and subscribed by Natural Apex, 10,000 shares for US\$73,960,000, which are fully paid.

(collectively, the “**Pre-Closing Reorganization**”)

Condition Precedent : Completion of the Sale is conditional upon the fulfilment (or waiver by the Purchaser) of the following conditions in writing on or prior to August 20, 2014:

- (1) the representations and warranties given by Natural Apex under the Agreement being true, correct and not misleading as of April 20, 2014 and as of the Closing (other than those representations and warranties that by their terms address matters only as of another specified date, which shall be true and correct in all material respects as of such date);
- (2) all of the covenants, terms and conditions under the Agreement to be complied with or performed by Natural Apex at or before the Closing having been complied with and performed in all material respects;
- (3) the approval of the Sale by the board of Natural Apex, the Guarantor and the board and shareholder of the Target;
- (4) the approval of the Sale by the board of the Purchaser;
- (5) the Purchaser having conducted a financial and legal due diligence investigation of the Target Group and the project of Wuxi Jingrui Dignity Mansion (無錫景瑞望府), which shall be completed one month after April 20, 2014, and the results of which are consistent with the due diligence documents provided by the Target Group to the Purchaser and there is no prior criminal records or material financial default records of the key management team of each of the Target Group, Natural Apex and the Company;
- (6) the Purchaser and Natural Apex having agreed and executed in both form and substance satisfactory to both the Purchaser and Nature Apex:
 - (a) the Shareholders Agreement;
 - (b) an amended and restated articles of association of the Project Company, for the purpose of the Pre-Closing Reorganization, which contains such provisions to give effect to the Agreement by Nature Apex and the Purchaser under the Shareholders Agreement;
 - (c) an amended and restated memorandum and articles of association of Shimmery Amber to be adopted by way of special resolutions passed by its board and the Target as its sole shareholder to give effect to the Agreement; and
 - (d) an amended and restated memorandum and articles of association of the Target to be adopted by way of a special resolution passed by its board to give effect to the Agreement;

- (7) the Company having issued a guarantee for the Agreement to the Purchaser in form and substance satisfactory to the Purchaser;
- (8) the Pre-Closing Reorganization having been completed in accordance with the applicable laws and the Agreement and Natural Apex having delivered evidence regarding the Agreement to the satisfaction of the Purchaser;
- (9) the Purchaser having received opinions from special BVI counsel for Natural Apex and the Target and special Hong Kong counsel for Shimmery Amber as of the Closing; and
- (10) no material adverse effect having occurred.

Completion : Completion is expected to take place no later than ten business days after the conditions precedent to the Agreement have been satisfied or otherwise waived by the Purchaser in writing.

Guarantee : The Company will unconditionally guarantee the payment and performance of the obligations of Natural Apex under the Agreement and the Shareholders Agreement and enter into separate deeds of guarantee for the Agreement and the Shareholders Agreement for the benefit of the Purchaser.

Pursuant to the terms of the Agreement, Natural Apex, the Guarantor and the Purchaser will enter into the Shareholders Agreement in relation to the management of the Target Group. Under the terms of the Shareholders Agreement, the Purchaser will have the rights to, amongst others:

Put Option : by written notice to Natural Apex, sell all its shares in the Target to Natural Apex or its affiliate at a buy-out price to be determined in accordance with the relevant provisions of the Shareholders Agreement.

Drag-along Option: : in the event Natural Apex fails to fulfill its obligations under the put option described above, and the Purchaser elects to transfer all or part of its shares in the Target to a third party, the Purchaser may by written notice require Natural Apex to sell all of Natural Apex's shares in the Target to the third party.

REASONS FOR THE TRANSACTION

The Group is principally engaged in the property development business in the Yangtze River Delta region. The Sale would benefit the Group by increasing cash holdings by US\$32 million (equivalent to approximately HK\$248.1 million), which will be applied towards the payment of the land premium for the Project Land, as the Group continues to monitor the market for opportunities in the Yangtze River Delta region. In addition, the Purchaser is an indirect wholly owned subsidiary of Century Bridge Capital, a U.S. based private equity investment firm focused on residential real estate investments in China. The Sale would enable the Group to form a strategic alliance with Century Bridge Capital to develop the Project Land, which will be beneficial to the Group.

The Directors consider the Sale to be within its ordinary and usual course of business, and that the Sale has been made on normal commercial terms and were arrived at after arm's length negotiation. The Directors believe that the terms of the Sale are fair and reasonable and that the Sale is in the interest of the Company and its Shareholders as a whole.

GENERAL

As the relevant applicable percentage ratio exceed 5% but are less than 25%, the Acquisition constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Agreement”	the share purchase agreement by and among the Purchaser, Natural Apex and the Company dated April 20, 2014
“Board”	the board of Directors
“BVI”	the British Virgin Islands
“Closing”	the consummation of the transactions contemplated under the Agreement in accordance with the terms therein
“Company” or “Guarantor”	Jingrui Holdings Limited (景瑞控股有限公司*), a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time
“Natural Apex”	Natural Apex Limited, a business company established in the BVI and a wholly owned subsidiary of the Company
“PRC”	the People’s Republic of China, for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan area
“Project Company”	Wuxi Jingrui Real Estate Co., Ltd.* (無錫景瑞置業有限公司), a company established in the PRC and a wholly owned subsidiary of the Company prior to the Sale
“Project Land”	the land number XDG-2013-51 acquired by Shanghai Jingrui comprising the zone portions situated at Xidong Road West and Xingyue Road South, Business district of Xidong New City, Xishan District, Wuxi, Jiangsu, PRC (中國江蘇省無錫市錫山區錫東新城商務區錫東大道西、興越路南)

“Purchaser”	Robinson RE Company, Limited, a company established in Hong Kong on October 24, 2013, and an independent third party
“RMB”	Renminbi, the lawful currency of the PRC
“Shanghai Jingrui”	Shanghai Jingrui Investment Co., Ltd.* (上海景瑞投資有限公司), a company established in the PRC and a wholly owned subsidiary of the Company
“Sale”	the sale of 43.24% equity interests in the Target by Natural Apex pursuant to the Agreement
“Sale Share(s)”	21,620 fully paid shares of the Target comprising 43.24% of the total issued share capital of the Target
“Shareholder(s)”	the holder(s) of the Share(s)
“Shareholders Agreement”	the shareholders agreement to be entered into by and among the Purchaser, Natural Apex and the Company prior to Closing
“Shimmery Amber”	Shimmery Amber International Limited (亮珀國際有限公司), a company established in Hong Kong and a wholly owned subsidiary of the Company prior to the Sale
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target”	Modern Jump Limited, a business company established in BVI and a wholly owned subsidiary of the Company prior to the Sale
“Target Group”	the Target, Shimmery Amber and the Project Company collectively

For the purpose of this announcement, the exchange rate of U.S. dollar 1.00 to HK\$7.75419 has been used for currency translation, where applicable. Such exchange rate is for illustration purposes only and do not constitute representations that any amount in HK\$ or US dollar has been, could have been or may be converted at such rates.

The Chinese name of the entities incorporated in the PRC is the official name and the English name is the translation for identification purpose only.

By Order of the Board
Jingrui Holdings Limited
Yan Hao Chen Xin Ge
Co-chairmen

Hong Kong, April 22, 2014

As at the date of this announcement, the Board of Directors of the Company comprises Yan Hao, Chen Xin Ge, Yang Tie Jun and Xu Chao Hui, as executive Directors; Han Jiong, Qian Shi Zheng and Lo Wing Yan William, as independent non-executive Directors.

* *For identification purpose only*