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**KINGSTONE**  
金石礦業

**CHINA KINGSTONE MINING HOLDINGS LIMITED**  
**中國金石礦業控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock code: 1380)**

**MAJOR AND CONNECTED TRANSACTION**  
**EXTENSION OF LONG STOP DATE**  
**FOR FULFILLMENT OF THE CONDITIONS PRECEDENT OF**  
**THE SALE AND PURCHASE AGREEMENT**

Reference is made to the announcement of China Kingstone Mining Holdings Limited (the “Company”) dated 29 July 2014 in respect of the Acquisition (the “Announcement”) and the announcements dated 18 August 2014 (the “Second Announcement”) 25 September 2014 (the “Third Announcement”) and 28 November 2014 (the “Fourth Announcement”) in relation to the delay in dispatch of circular. Unless the context requires otherwise, capitalised terms used in this announcement shall have the same meaning as those defined in the Announcement.

As provided in the Sale and Purchase Agreement, if any of the conditions as set out in the Sale and Purchase Agreement have not been fulfilled (or, where applicable, waived by the Company) on or before 31 December 2014 (or such other dates as may be agreed between the parties) (“Long Stop Date”), then the Sale and Purchase Agreement shall terminate, the Company and the Vendor shall have no further obligations under the Sale and Purchase Agreement (save in respect of any antecedent breach).

As it is anticipated that more time is required for the conditions as set out in the Sale and Purchase Agreement, the Purchaser and the Vendor have, on 19 December 2014, agreed in writing to extend the Long Stop Date to 30 June 2015. At the same time, the Purchaser agreed to make a payment of HK\$35,000,000.00 (“Earnest Money”) to the Vendor as an interest-free refundable earnest money for the Acquisition, and as part payment of the Consideration. If the Acquisition is not completed on or before 30 June 2015 or terminated, the Earnest Money shall be refunded to the Purchaser within three days of 30 June 2015 or the termination of the Acquisition.

Save and except for the above, all other terms of the Acquisition remain unchanged and continue in full force and effect.

**The Acquisition is subject to the satisfaction and/or waiver of the conditions precedent to the Sale and Purchase Agreement as supplemented and amended by the Supplemental Agreement, which may or may not be completed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

On behalf of the Board  
**CHINA KINGSTONE MINING HOLDINGS LIMITED**  
**Liu Hongyu**  
*Chairman*

Hong Kong, 19 December 2014

*As at the date of this announcement, the Board comprises Mr. Liu Hongyu, Ms. Zhang Cuiwei, Mr. Zhu Hongjun and Mr. Zhang Jianzhong as executive directors, and Mr. Chung Wai Man, Mr. Lam Tin Faat and Mr. Lu Zhiwei as independent non-executive directors.*