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中泛控股有限公司
CHINA OCEANWIDE HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)
(Stock Code: 715)

**DISCLOSEABLE TRANSACTION IN RELATION TO
ACQUISITION OF PROPERTY IN HAWAII**

On February 4, 2016 (Hawaii time)/February 5, 2016 (Hong Kong time), the Purchaser, an indirect wholly-owned subsidiary of the Company, and the Seller entered into the Disposition Agreement, pursuant to which the Purchaser conditionally agreed to acquire and the Seller conditionally agreed to sell the Property located in the State of Hawaii, the U.S. at the Consideration of US\$98,000,000 (equivalent to approximately HK\$764,400,000).

As the highest applicable percentage ratio in respect of the Acquisition is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As the Acquisition is subject to the satisfaction or waiver of certain conditions, the Acquisition may or may not take place. Shareholders and potential investors of the Company should exercise caution when dealing in the Shares.

BACKGROUND OF THE ACQUISITION

The Company is pleased to announce that on February 4, 2016 (Hawaii time)/ February 5, 2016 (Hong Kong time), the Purchaser, an indirect wholly-owned subsidiary of the Company, and the Seller entered into the Disposition Agreement, pursuant to which the Purchaser conditionally agreed to acquire and the Seller conditionally agreed to sell the Property located in the State of Hawaii, the U.S. at the Consideration of US\$98,000,000 (equivalent to approximately HK\$764,400,000).

DISPOSITION AGREEMENT

A summary of the principal terms of the Disposition Agreement is set out below:

Date

February 4, 2016 (Hawaii time)/February 5, 2016 (Hong Kong time)

Parties

(a) China Oceanwide Real Estate Development II Limited, being the Purchaser

(b) Aina Nui Corporation, being the Seller

(each as a “**Party**” and together referred to as “**Parties**”)

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, as at the date of this announcement, the Seller and its ultimate beneficial owner(s) are third parties independent of and not connected with the Company and its connected persons.

The Property

The Property to be acquired by the Purchaser or its permitted assignee is situated in the Kapolei area, Honouliuli, District of Ewa, Island of Oahu, City and County of Honolulu, State of Hawaii, the U.S..

Consideration

The Consideration is US\$98,000,000 (equivalent to approximately HK\$764,400,000) and will be financed by the Group’s internal resources and/or other financial resources. The Consideration was determined by the Parties on an arm’s length basis with reference to the residential and commercial development of the Kapolei area, Honouliuli, District of Ewa, Island of Oahu, City and County of Honolulu, State of Hawaii, the U.S. (where the Property is located), the market price of the land in the relevant area and the expected residential and commercial development potential of the Property.

Payment terms

The Consideration will be paid as follows:–

- five Business Days following the mutual execution and delivery of the Disposition Agreement, the Purchaser shall deposit with the Escrow Holder a sum of US\$2,000,000 (equivalent to approximately HK\$15,600,000) (the “**Deposit**”). The Deposit shall be held in an interest-bearing account, and interest accruing thereon shall be held for the account of the Purchaser. The Deposit plus interest accrued thereon shall be credited against the Consideration at the Closing; and
- the Purchaser shall deposit the balance of the Consideration with the Escrow Holder in immediately available funds no later than two Business Days prior to the Closing.

Conditions to the Closing

The Closing is subject to the satisfaction or waiver of the conditions to the Closing which include:–

The Purchaser’s Conditions to the Closing

- (i) Title Guaranty of Hawaii, Inc., shall have delivered a binding commitment to issue to the Purchaser as of the Closing a title insurance policy in the amount of the Consideration insuring the Purchaser’s ownership of the Property;
- (ii) the Seller shall have delivered to the Escrow Holder all of the items required to be delivered by the Seller contained in the Disposition Agreement;
- (iii) all of the representations and warranties of the Seller contained in the Disposition Agreement shall be true and correct as of the Closing Date;
- (iv) the Seller shall have performed and observed all covenants and agreements contained in the Disposition Agreement and the Infrastructure Agreement, to be performed and observed by the Seller as of the Closing Date;
- (v) approvals have been obtained from the relevant authorities in relation to the matters as contained in the Disposition Agreement; and
- (vi) there has been no material adverse change affecting the Property.

The Seller's Conditions to the Closing

- (i) the Escrow Holder shall be holding the Consideration;
- (ii) the Purchaser shall have delivered to the Escrow Holder all of the items required to be delivered by the Purchaser contained in the Disposition Agreement;
- (iii) all of the representations and warranties of the Purchaser contained in the Disposition Agreement are true and correct as of the Closing Date; and
- (iv) the Purchaser has performed and observed all covenants and agreements contained in the Disposition Agreement and the Infrastructure Agreement, to be performed and observed by the Purchaser as of the Closing Date.

If any of the foregoing conditions to the Closing of the Seller or Purchaser have not been satisfied or waived on or before the Closing Date, either the Seller or Purchaser may terminate the Disposition Agreement by giving written notice to the other party, and neither party shall have any claim against the other under the Disposition Agreement, save for any rights accrued by the Parties prior to the termination.

Event of Default

If an Event of Default occurs prior to the Closing, subject to any applicable notice and cure provision contained in the Disposition Agreement, the other party is entitled, among others, to terminate the Disposition Agreement. If the Acquisition fails to close due to an Event of Default caused by the Purchaser, the Seller shall be entitled to liquidated damages in the amount of the Deposit (together with all accrued interest). If the Acquisition fails to close due to the Seller's default or non-fulfillment of any of the Purchaser's conditions to the Closing through no fault of the Purchaser or the Purchaser's Parties, then the Deposit (together with all accrued interest) shall be returned to the Purchaser, and the Seller shall pay the Breakup Fee to the Purchaser; provided, however that, if there is a Willful Event of Default on the part of the Seller, the Seller shall pay the Willful Breakup Fee to the Purchaser in lieu of the Breakup Fee.

Closing

Subject to fulfillment or waiver of the above conditions to the Closing, the Closing shall take place on the Closing Date.

INFORMATION OF THE GROUP, THE PURCHASER AND THE SELLER

The Group is principally engaged in property investments in the PRC and real estate development in the U.S. as well as the development in the energy sector in Indonesia.

The Purchaser is a private limited company incorporated in the British Virgin Islands, an indirect wholly-owned subsidiary of the Company, and is principally engaged in investment holding.

The Seller is a private limited company incorporated in the State of Hawaii of the U.S., and is principally engaged in real estate investment.

REASONS FOR AND BENEFITS OF THE ACQUISITION

As set out in the Company's annual report for the year ended December 31, 2014, the Group is committed to transform itself into a conglomerate with businesses in real estate, finance and energy as well as other strategic investments with a view to developing itself as an integrated development platform of the Company's controlling shareholder outside of the PRC. To this end, the Group has been actively exploring business opportunities outside of the PRC, and has acquired certain real estate development projects and power plant project in the U.S. and Indonesia respectively during the year of 2015. The Acquisition conforms to the Group's internationalization development strategy and represents an excellent opportunity for the Group to expand its overseas real estate segment.

According to the survey conducted by the Company, the State of Hawaii ranks third among 50 states in the U.S. in terms of stability of long term property investment. The Property is well located on the Island of Oahu which is the main economic and cultural hub in the State of Hawaii and is nearby the land acquired by the Group in November 2015 which can create additional benefits and branding value to the Property. For details of the land acquired by the Group in November 2015, please refer to the announcement issued by the Company on November 25, 2015.

On the basis of the foregoing, the Board considers that the Acquisition is in the ordinary and usual course of business of the Group, on normal commercial terms, fair and reasonable and is in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in respect of the Acquisition is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As the Acquisition is subject to the satisfaction or waiver of certain conditions, the Acquisition may or may not take place. Shareholders and potential investors of the Company should exercise caution when dealing in the Shares.

DEFINITIONS

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

“Acquisition”	the acquisition of the Property by the Purchaser from the Seller pursuant to the Disposition Agreement
“Board”	the board of Directors
“Breakup Fee”	US\$375,000 (equivalent to approximately HK\$2,925,000), and may increase to US\$500,000 (equivalent to approximately HK\$3,900,000) under certain circumstances as contained in the Disposition Agreement
“Business Day(s)”	Monday through Friday, excluding legal holidays or days on which commercial banks in Honolulu, Hawaii or in Hong Kong are required or authorized to be closed
“Closing”	the recordation of the limited warranty deed in the office of the Assistant Registrar of the Land Court of the State of Hawaii together with the concurrent disbursement of the Consideration to the Seller
“Closing Date”	the date when the Closing occurs, and shall occur (i) no later than December 31, 2016 (in the event of a Determination of No USACE Jurisdiction), subject to a three month extension by the Seller upon the increase of the Breakup Fee to US\$500,000 (equivalent to approximately HK\$3,900,000); or (ii) no more than 15 months after the Determination of USACE Jurisdiction is obtained (in the event of a Determination of USACE Jurisdiction), subject to a three month extension by the Seller upon the increase of the Breakup Fee to US\$500,000 (equivalent to approximately HK\$3,900,000)

“Company”	China Oceanwide Holdings Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 715)
“connected person(s)”	has the same meaning as ascribed to it under the Listing Rules
“Consideration”	the Consideration of US\$98,000,000 (equivalent to approximately HK\$764,400,000) payable by the Purchaser to the Seller for the Acquisition pursuant to the Disposition Agreement
“Determination of USACE Jurisdiction”	a determination that the USACE does have jurisdiction under the relevant U.S. laws concerning certain lots of land on the Property
“Determination of No USACE Jurisdiction”	a determination that the USACE does not have jurisdiction under the relevant U.S. laws concerning certain lots of land on the Property
“Director(s)”	the director(s) of the Company
“Disposition Agreement”	the disposition agreement in relation to the Acquisition entered into between the Purchaser and the Seller on February 4, 2016 (Hawaii time)/February 5, 2016 (Hong Kong time)
“Event of Default”	failure of either party to observe or perform any material terms of the Disposition Agreement or the Infrastructure Agreement or the making of any representation or warranty which is untrue or incorrect in all material respects, and such Event of Default continues for 30 days after the other party has given written notice to the defaulting party specifying the nature of the Event of Default, and the defaulting party has failed to cure the Event of Default, or if the Event of Default cannot be cured within such 30 days, has failed to commence and diligently prosecute such cure to completion not to exceed an additional 90 days; provided, however, there shall be no such cure rights for any breach by a party of any warranty or representation made under the Disposition Agreement or the Infrastructure Agreement

“Escrow Holder”	Title Guaranty Escrow Services, Inc., a company incorporated in the State of Hawaii of the U.S. with limited liability
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Infrastructure Agreement”	the unrecorded infrastructure agreement executed by the Parties concurrently with the Disposition Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“percentage ratio(s)”	has the same meaning as ascribed to this term under the Listing Rules, as applicable to a transaction
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Property”	certain parcels of land situated in the Kapolei area, Honouliuli, District of Ewa, Island of Oahu, City and County of Honolulu, State of Hawaii, the U.S. with an area of approximately 514.430 acres consisting of (i) Lot 18734, with an area of approximately 11.300 acres as shown on Map 1478; (ii) Lot 18733, with an area of approximately 423.726 acres as shown on Map 1478; (iii) Lot 18252, with an area of approximately 9.234 acres as shown on Map 1415; and (iv) Lot 18250, with an area of approximately 70.170 acres as shown on Map 1415, each map being filed with Land Court Application No. 1069 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii
“Purchaser”	China Oceanwide Real Estate Development II Limited, a company incorporated in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company

“Purchaser’s Parties”	Purchaser’s duly authorized employees acting within the scope of their employment, the Purchaser’s agents, attorneys, partners, prospective partners, lenders, prospective lenders, consultants, contractors and subcontractors of any tier, any other entities with a contractual relationship with the Purchaser (other than the Seller), any other entity acting as an agent or sub-agent of the Purchaser, and anyone for whom the Purchaser is or may be responsible
“Seller”	Aina Nui Corporation, a company incorporated in the State of Hawaii of the U.S. with limited liability
“Shareholders”	holders of Shares
“Shares”	ordinary shares of HK\$0.1 each in the issued share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“U.S.”	United States of America
“USACE”	United States Army Corps of Engineers
“US\$”	US dollars, the lawful currency of the U.S.
“Willful Breakup Fee”	US\$1,000,000 (equivalent to approximately HK\$7,800,000)
“Willful Event of Default”	the Party committing fraud or intentionally refusing to perform any covenant or other agreement with the specific intention of not Closing and terminating the Disposition Agreement
“%”	per cent.

By Order of the Board of
China Oceanwide Holdings Limited
HAN Xiaosheng
Chairman

Hong Kong, February 5, 2016

As at the date of this announcement, the Directors are:

Executive Directors:

Mr HAN Xiaosheng (*Chairman*)
Mr LIU Bing
Mr LIU Hongwei
Mr LIU Guosheng

Non-executive Directors:

Mr QIN Dingguo (*Deputy Chairman*)
Mr ZHENG Dong (*Deputy Chairman*)
Mr ZHAO Yingwei
Mr QI Zixin

Independent Non-executive Directors:

Mr LIU Jipeng
Mr CAI Hongping
Mr YAN Fashan
Mr LO Wa Kei Roy

Unless otherwise specified, conversions of US\$ into HK\$ in this announcement are based on the exchange rate of US\$1.00 = HK\$7.80 for illustration purpose only. No representation is made that any amounts in US\$ or HK\$ can be or could have been converted at the relevant dates at the above rate or any other rates at all.