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Tomson Group

TOMSON GROUP LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 258)

VOLUNTARY ANNOUNCEMENT

**A SUPPLEMENTAL AGREEMENT
WITH RESPECT TO
THE TRANSACTION AGREEMENTS
(INCLUDING THE FRAMEWORK AGREEMENT)
ON THE ACQUISITION OF LAND IN SHANGHAI**

THE SUPPLEMENTAL AGREEMENT

References are made to the announcement of the Company dated 28 January 2013 and the circular of the Company dated 21 February 2013 in relation to the Framework Agreement amongst Tomson Real Estate, Tomson Golf and SPLH.

The Board wishes to announce that on 29 July 2016 (after trading hours), Tomson Real Estate, Tomson Golf and SPLH entered into the Supplemental Agreement to amend the terms of the Transaction Agreements to cancel the inter-conditional requirement with respect to the Sports Portion and the Development Project at the Additional Portion. The Supplemental Agreement is conditional upon fulfillment of the condition precedent of obtaining approval from a majority of shareholders of the Company for the Supplemental Agreement and the transaction contemplated thereunder. Since such written approval was obtained from a closely allied group of Shareholders and the legal and/or beneficial owners of approximately 55.088% of the existing issued share capital of the Company, the Supplemental Agreement has become unconditional.

RELEVANT LISTING RULES REQUIREMENTS

The Company confirms that the Acquisition is a transaction of revenue nature in the ordinary and usual course of business of the Group and therefore the Acquisition does not constitute a transaction for the Company under Chapter 14 of the Listing Rules.

Although the Acquisition constitutes a connected transaction for the Company under Chapter 14A of the Listing Rules and shall be subject to reporting, announcement and independent shareholders' approval requirements for the reason that SPLH is a substantial shareholder of a subsidiary of the Company, given that the Company has previously obtained independent shareholders' approval to enter into the Transaction Agreements for the Acquisition and the Supplemental Agreement does not constitute any material change to the terms of the Transaction Agreements, the Company is not required to re-comply with the announcement, the circular and independent shareholders' approval requirements. The Company has made and published this announcement on a voluntary basis.

1. BACKGROUND

References are made to the announcement of the Company dated 28 January 2013 and the circular of the Company dated 21 February 2013 in relation to the Framework Agreement amongst Tomson Real Estate, Tomson Golf and SPLH.

Pursuant to the Transaction Agreements, Tomson Real Estate agreed to acquire from SPLH the land use rights of the Sports Portion and the Development Project at the Additional Portion (comprising the land use rights of the Additional Portion and the Construction In Progress). Completion of the Acquisition was stipulated to be inter-conditional.

The Board wishes to announce that on 29 July 2016 (after trading hours), Tomson Real Estate, Tomson Golf and SPLH entered into the Supplemental Agreement to amend the terms of the Transaction Agreements to cancel the inter-conditional requirement with respect to the Sports Portion and the Development Project at the Additional Portion.

2. SUPPLEMENTAL AGREEMENT

(1) **Date:** 29 July 2016

(2) **Parties:** SPLH

Tomson Real Estate (a wholly owned subsidiary of the Company)

Tomson Golf (a wholly owned subsidiary of the Company)

(3) **Subject matters:**

(i) *Cancellation of the inter-conditional requirement regarding the completion of the Acquisition*

All parties to the Supplemental Agreement agreed and confirmed the inter-conditional requirement regarding the completion of the Acquisition is no longer applicable to the effect that the development at the Sports Portion and the Development Project at the Additional Portion shall be independent from each other and the development progress and status of one project shall not affect the other project (the “**Amendment**”). Save and except for the foregoing, all other terms of the Transaction Agreements shall remain unchanged and in full force and effect.

(ii) *Completion*

In view of the Amendment, SPLH and Tomson Real Estate agreed to jointly apply for the registration of the transfer of the land use rights of the Development Project at the Additional Portion by the relevant PRC government authorities not later than 15 September 2016.

Upon effecting the change of land certificate of the Additional Portion, SPLH shall assist Tomson Real Estate in completing the procedures for the change of the development and construction unit of the Development Project at the Additional Portion, including but not limited to the changing of the construction license of the Construction In Progress and filing of the amendment of the main contractor contract.

(iii) Other terms

Upon the Supplemental Agreement coming into effect and all parties thereto having complied with and performed in accordance with the Supplemental Agreement, SPLH, Tomson Real Estate and Tomson Golf further agreed to waive any liability of any parties for any breach of the Additional Portion Transfer Agreement (if any) or else the Additional Portion Transfer Agreement shall apply.

(iv) Condition precedent

The Supplemental Agreement is conditional on the approval having been obtained from the controlling shareholders of the Company holding more than 50% of the issued shares of the Company on or before 31 July 2016.

3. APPROVAL FROM A CLOSELY ALLIED GROUP OF SHAREHOLDERS

On 29 July 2016, the Company obtained written approval from Madam Hsu Feng, Mr Albert Tong, Mr Tong Chi Kar Charles, E-Shares Investments Limited and King China Holdings Limited, being a closely allied group of Shareholders and the legal and/or beneficial owners of approximately 55.088% of the existing issued share capital of the Company in aggregate as at the date of this announcement, having the right to attend and vote and/or to exercise the voting rights attached to their shares at a general meeting of the Company, to consent and approve the Supplemental Agreement including the Amendment, and as such the Supplemental Agreement has become unconditional.

4. LISTING RULES IMPLICATIONS

The Company confirms that the Acquisition is a transaction of revenue nature in the ordinary and usual course of business of the Group and therefore the Acquisition does not constitute a transaction for the Company under Chapter 14 of the Listing Rules.

Although the Acquisition constitutes a connected transaction for the Company under Chapter 14A of the Listing Rules and shall be subject to reporting, announcement and independent shareholders' approval requirements for the reason that SPLH is a substantial shareholder of a subsidiary of the Company, given that the Company has previously obtained independent shareholders' approval to enter into the Transaction Agreements for the Acquisition and the Supplemental Agreement does not constitute any material change to the terms of the Transaction Agreements, the Company is not required to re-comply with the announcement, the circular and independent shareholders' approval requirements.

5. REASONS FOR AND BENEFITS OF THE SUPPLEMENTAL AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREUNDER

The terms of the Supplemental Agreement were negotiated on an arm's length basis amongst SPLH, Tomson Real Estate and Tomson Golf. Each of the parties thereto considered the terms of the Supplemental Agreement to be on normal commercial terms, fair and reasonable.

By entering into the Supplemental Agreement and once it becomes unconditional, the Group will be able to proceed with the transfer in respect of the land use rights of the Development Project at the Additional Portion and the Board considers that the entering into of the Supplemental Agreement is fair and reasonable and in the best interests of the Company and the Shareholders as a whole.

6. DEFINITIONS

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

“Acquisition”	the transfer of the land use rights of the Sports Portion and the Development Project at the Additional Portion (comprising the land use rights of the Additional Portion and the Construction In Progress)
“Additional Portion”	the additional residential portion located within the Northern Portion with a site area of approximately 28,286.2 square meters, currently held by SPLH
“Additional Portion Transfer Agreement”	the conditional agreement dated 9 December 2014 entered into between SPLH and Tomson Real Estate in relation to the acquisition of the Development Project at the Additional Portion (comprising the land use rights of the Additional Portion and the Construction In Progress)
“Board”	the board of directors of the Company
“Company”	Tomson Group Limited
“Construction In Progress”	the construction works at the Additional Portion
“Development Project at the Additional Portion”	the residential development project at the Additional Portion, which comprises the land use rights of the Additional Portion and the Construction In Progress
“Framework Agreement”	the conditional agreement dated 28 January 2013 entered into amongst SPLH, Tomson Real Estate and Tomson Golf in relation to, inter alia, the Acquisition
“Group”	the Company and its subsidiaries
“Listing Rules”	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Northern Portion”	the portion with a site area of not less than 750,000 square meters located within Area B-2 and Area B-13-4 at Jinqiao-Zhangjiang, Pudong, Shanghai, the PRC and on the north of a stream, namely Zhangjiabang
“PRC”	the People’s Republic of China and for the purpose of this announcement, excludes Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan
“Shareholders”	shareholders of the Company, the duly registered holders from time to time of the shares of HK\$0.50 each in the issued share capital of the Company

“SPLH”	Shanghai Pudong Land Holding (Group) Co. Ltd. (上海浦東土地控股 (集團) 有限公司), a state-owned enterprise established in the PRC
“Sports Portion”	the sports portion located within the Northern Portion with a site area of 422,174.6 square meters
“Sports Portion Transfer Agreement”	the conditional agreement dated 12 August 2013 entered into between SPLH and Tomson Real Estate in relation to the acquisition of the land use rights of the Sports Portion
“subsidiary”	has the same meaning ascribed to it under the Listing Rules
“substantial shareholder”	has the same meaning ascribed to it under the Listing Rules
“Supplemental Agreement”	the agreement dated 29 July 2016 entered into amongst SPLH, Tomson Real Estate and Tomson Golf in relation to the amendment of certain terms of the Transaction Agreements
“Tomson Golf”	Tomson Golf (Shanghai) Limited, a wholly owned subsidiary of the Company established in the PRC
“Tomson Real Estate”	Shanghai Tomson Real Estate Investment & Development Co., Ltd., a wholly owned subsidiary of the Company established in the PRC
“Transaction Agreements”	the Framework Agreement, the Sports Portion Transfer Agreement and the Additional Portion Transfer Agreement

For and on behalf of the Board of
TOMSON GROUP LIMITED
Hsu Feng
Chairman and Managing Director

Hong Kong, 29 July 2016

As at the date of this announcement, the Board comprises four executive directors, Madam Hsu Feng (Chairman and Managing Director), Mr Albert Tong (Vice-Chairman), Mr Tong Chi Kar Charles (Vice-Chairman) and Mr Yeung Kam Hoi, and three independent non-executive directors, Mr Cheung Siu Ping, Oscar, Mr Lee Chan Fai and Mr Sean S J Wang.