

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



中泛控股有限公司
CHINA OCEANWIDE HOLDINGS LIMITED

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

DISCLOSEABLE TRANSACTION
AMENDED AND RESTATED DISPOSITION AGREEMENT IN RELATION TO
THE ACQUISITION OF PROPERTY IN HAWAII

Reference is made to the Announcement of the Company dated February 5, 2016 in relation to the entering into the Disposition Agreement for the acquisition of the Property in the State of Hawaii, the U.S..

Pursuant to the Disposition Agreement and the Infrastructure Agreement entered into between the Purchaser, an indirect wholly-owned subsidiary of the Company, and the Seller on February 5, 2016, the Purchaser has elected to engage the Seller to complete the infrastructure work on the Property for an amount of the Infrastructure Fees and the On-site work for an amount of US\$5,400,000 (equivalent to approximately HK\$41.9 million). As a result of such election, the Parties shall pursuant to the Disposition Agreement and the Infrastructure Agreement, amend and restate the Disposition Agreement by incorporating all the major terms and conditions of the Infrastructure Agreement into the Amended and Restated Disposition Agreement. Accordingly, on October 20, 2016, Hawaii time/ October 21, 2016, Hong Kong time, the Parties entered into the Amended and Restated Disposition Agreement, whereby the Parties agreed to amend and restate the Disposition Agreement to reflect changes to certain terms and conditions under the Disposition Agreement. The Amended and Restated Disposition Agreement replaces and supersedes the Disposition Agreement and the Infrastructure Agreement in their entirety.

The major amendments to the Disposition Agreement include: (1) the termination of the Infrastructure Agreement and incorporation of its major terms and conditions into the Amended and Restated Disposition Agreement; and (2) the change of the Closing Date. Save for these amendments, the other major terms and conditions under the Disposition Agreement (as disclosed in the Announcement) have been restated in the Amended and Restated Disposition Agreement.

As the highest percentage ratio in respect of the Acquisition, the Infrastructure Fees and the cost of the On-Site Work is more than 5% but less than 25%, the transactions contemplated under the Amended and Restated Disposition Agreement constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules and subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As certain conditions to the completion of the Amended and Restated Disposition Agreement may or may not be satisfied, Shareholders and prospective investors of the Company should exercise caution when dealing in the Shares.

INTRODUCTION

Reference is made to the Announcement of the Company dated February 5, 2016 in relation to the entering into the Disposition Agreement for the acquisition of the Property in the State of Hawaii, the U.S.. Unless otherwise specified, terms defined in the Announcement shall have the same meanings when used in this announcement.

Pursuant to the Disposition Agreement and the Infrastructure Agreement entered into between the Purchaser, an indirect wholly-owned subsidiary of the Company, and the Seller on February 5, 2016, the Purchaser has elected to engage the Seller to complete the infrastructure work on the Property and the On-Site Work. As a result of such election, the Parties have accordingly, on October 20, 2016, Hawaii time/October 21, 2016, Hong Kong time, entered into the Amended and Restated Disposition Agreement, whereby the Parties agreed to amend and restate the Disposition Agreement to reflect changes to certain terms and conditions under the Disposition Agreement. The Amended and Restated Disposition Agreement replaces and supersedes the Disposition Agreement and the Infrastructure Agreement in their entirety.

MAJOR AMENDMENTS TO THE DISPOSITION AGREEMENT

The following summarises the major amendments to the Disposition Agreement which have been reflected in the Amended and Restated Disposition Agreement:

(1) Termination of the Infrastructure Agreement and incorporation of its major terms and conditions into the Amended and Restated Disposition Agreement

As the Purchaser agreed to elect the Seller to complete the infrastructure work and the On-site Work, the major terms and conditions of the Infrastructure Agreement have been incorporated into the Amended and Restated Disposition Agreement. The Parties agreed that such incorporation would not adversely affect their respective rights, benefits, obligations and liabilities under the Disposition Agreement and the Infrastructure Agreement. The Infrastructure Agreement was terminated upon execution of the Amended and Restated Disposition Agreement.

The following summarises the major terms of the Infrastructure Agreement which have been incorporated into the Amended and Restated Disposition Agreement:

(a) Infrastructure work and payment of the Infrastructure Fees

The Seller's infrastructure work on the Property consists of the construction of certain infrastructure improvements on the Property including, without limitation, roadways, drainage and grading improvements required for the residential and commercial use and development of the Property. The Infrastructure Fees are approximately US\$17,740,333 (equivalent to approximately HK\$137.6 million), subject to any changes in the scope and nature of the infrastructure work on the Property as agreed by the Parties pursuant to the Amended and Restated Disposition Agreement. Such Infrastructure Fees were determined after arm's length negotiations between the Parties, with reference to the materials used, the design, the size of the Property and the bids received by the Seller from its sub-contractors. The Seller shall be responsible for completing all final inspections and obtaining all necessary approvals from the relevant governmental authorities in relation to the infrastructure work on the Property.

Payment of Infrastructure Fees

The Purchaser may elect to make payment of the Infrastructure Fees by (i) maintaining a Control Account with a balance of at least 25% of the Infrastructure Fees until completion of the infrastructure work on the Property, subject to the Amended and Restated Disposition Agreement; or (2) providing a Letter of Credit in lieu of the Control Account.

The Purchaser intends to elect to maintain the Control Account for payment of the Infrastructure Fees. Prior to making each payment to the Seller by the Purchaser of the Infrastructure Fees, the Seller shall provide satisfactory documentation evidence regarding the work progress and quality of work of the infrastructure work on the Property and the Purchaser shall approve or disapprove such payment within 15 days from the date of receipt of such evidence. Upon receiving the Purchaser's approval, the Seller may withdraw funds unilaterally from the Control Account.

The Purchaser, the Seller and the Control Account Bank shall enter into a control account agreement at the Closing, pursuant to which the Purchaser agrees to secure its payment and obligations in relation to the infrastructure work on the Property with the Control Account and the funds therein in favour of the Seller.

(b) *On-Site Work and payment*

The Seller's On-Site Work consists of the construction of a major roadway interchange and the relocation of certain overhead power lines. The costs of the On-Site Work are US\$5,400,000 (equivalent to approximately HK\$41.9 million) and the Purchaser shall deposit such sum with the Escrow Holder no later than two business days prior to the Closing. The Escrow Holder shall disburse such deposit to the Seller at the Closing. Such costs were determined after arm's length negotiations between the Parties, with reference to the materials used, the design, the size of the Property and the bids received by the Seller from its sub-contractors.

The Seller shall be responsible, at its own cost and expense, for completing all final inspections and obtaining all necessary approvals from the relevant governmental authorities in relation to the On-Site Work.

(2) *Change of Closing Date*

The Closing shall occur on a date selected by the Seller that is no less than 45 days after April 22, 2016, Hawaii time/April 23, 2016, Hong Kong time and no later than December 31, 2016, Hawaii time/January 1, 2017, Hong Kong time.

If any of the Seller's conditions to the Closing has not been satisfied or waived by the Purchaser on or before the Closing Date, the Purchaser shall give written notice to the Seller describing the condition which has not been satisfied or waived, and the Closing Date shall be postponed for 10 days from the date of such written notice. If any of the aforementioned conditions has not been satisfied or waived during such 10 days period, the Seller may elect to postpone the Closing Date up to December 31, 2016, Hawaii time/January 1, 2017, Hong Kong time, so long as the Seller is diligently attempting to obtain satisfaction of such condition. The Seller may further elect to extend the Closing Date to March 31, 2017, Hawaii time/April 1, 2017, Hong Kong time, subject to (i) an agreement in writing that the Seller will pay an additional Breakup Fee for an amount of US\$125,000 (equivalent to approximately HK\$1.0 million); and (ii) the Purchaser shall be entitled to a credit in the amount of US\$1,600,000 (equivalent to approximately HK\$12.4 million) payable by the Seller as a reimbursement to the Purchaser concurrently with the final payment of the Infrastructure Fees by the Purchaser.

INFORMATION ON THE GROUP 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, as well as finance investment and others.

The Purchaser, an indirect wholly-owned subsidiary of the Company, is an investment holding company incorporated in the British Virgin Islands.

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.

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.

REASONS FOR AND BENEFITS OF THE TRANSACTIONS CONTEMPLATED UNDER THE AMENDED AND RESTATED DISPOSITION AGREEMENT

As set out in the Company's interim report for the six months ended June 30, 2016, the Group is committed to strengthening and expanding its property investment, real estate development, energy, and finance investment and other segments to enhance the long-term return of the Shareholders. 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 and 2016. The Acquisition conforms to the Group's internationalization development strategy and represents an excellent opportunity for the Group to expand its overseas real estate development 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 close to the properties announced to be acquired by the Group in November 2015 and August 2016. Such proximity can create additional benefits and branding value to the Property. For details of these properties, please refer to the announcements of the Company dated November 25, 2015 and August 19, 2016.

The Company decided to engage the Seller to complete the infrastructure work on the Property and the On-Site Work since the Seller is a well-known, reputable and experienced real estate construction company in the U.S.. The Seller is also familiar with the scope and requirements of the infrastructure work on the Property and therefore, the Company considers that it is more efficient and cost effective to engage the Seller to complete the infrastructure work on the Property.

On the basis of the foregoing, the Board considers that the transactions contemplated under the Amended and Restated Disposition Agreement are in the ordinary and usual course of business of the Group, on normal commercial terms, fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest percentage ratio in respect of the Acquisition, the Infrastructure Fees and the cost of the On-Site Work is more than 5% but less than 25%, the transactions contemplated under the Amended and Restated Disposition Agreement constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules and subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As certain conditions to the completion of the Amended and Restated Disposition Agreement may or may not be satisfied, Shareholders and prospective 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:

“Amended and Restated Disposition Agreement”	the amended and restated disposition agreement entered into between the Purchaser and the Seller on October 20, 2016, Hawaii time/October 21, 2016, Hong Kong time, in relation to the Acquisition and the provision of certain infrastructure work on the Property and On-Site Work by the Seller
“Announcement”	the announcement of the Company dated February 5, 2016 in respect of the Acquisition
“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 and the On-site Work payment to the Seller
“Closing Date”	subject to the Amended and Restated Disposition Agreement, the date when the Closing occurs, and shall occur on a date selected by the Seller that is no less than 45 days after April 22, 2016, Hawaii time/ April 23, 2016, Hong Kong time and no later than December 31, 2016, Hawaii time/January 1, 2017, Hong Kong time
“Control Account”	a deposit account maintained at a bank as agreed pursuant to the Amended and Restated Disposition Agreement

“Control Account Bank”	First Hawaiian Bank, main branch, or such other bank in Honolulu, U.S., as mutually agreed by the Parties
“Infrastructure Agreement”	the infrastructure agreement entered into between the Seller and the Purchaser on February 5, 2016, pursuant to which the Purchaser may engage the Seller to complete certain infrastructure work on the Property and the On-Site Work
“Infrastructure Fees”	the estimated costs of the infrastructure work to be provided by the Seller of approximately US\$17,740,333 (equivalent to approximately HK\$137.6 million), subject to any changes as agreed pursuant to the Amended and Restated Disposition Agreement
“Letter of Credit”	an irrevocable standby letter of credit issued pursuant to the requirements under the Amended and Restated Disposition Agreement
“On-Site Work”	certain on-site infrastructure on the Property which consists of the construction of a major roadway interchange and the relocation of certain overhead power lines, and excludes the infrastructure work on the Property

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

Hong Kong, October 21, 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\$7.7579 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.