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## **HUAJUN INTERNATIONAL GROUP LIMITED**

**華君國際集團有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 377)**

**MAJOR TRANSACTION  
IN RELATION TO ACQUISITION OF  
THE ENTIRE EQUITY INTERESTS IN AND DEBT OWED BY  
(I) JURONG SIMAITE INTELLIGENT SCIENCE AND  
TECHNOLOGY CO., LTD.\*  
AND  
(II) JIANGSU XIETONG SOLAR TECHNOLOGY CO., LTD.\***

### **ACQUISITION A**

The Board is pleased to announce that on 5 December 2018 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, entered into the Transfer Agreement A with the Vendor A for the acquisition of the Target Equity Interest A and the Debt A at the Consideration A of RMB137.2 million.

### **ACQUISITION B**

The Board is also pleased to announce that on 5 December 2018 (after trading hours), the Purchaser entered into the Transfer Agreement B with the Vendor B for the acquisition of the Target Equity Interest B and the Debt B at the Consideration B of RMB367.5 million.

Upon Completion, the Target Company A and the Target Company B will become the indirect wholly-owned subsidiaries of the Company and their financial results will be consolidated into the financial results of the Group.

## **IMPLICATIONS UNDER LISTING RULES**

As one or more of the applicable percentage ratios in relation to the Acquisition A and the Acquisition B, on the aggregate basis, is more than 25% but less than 100%, the Acquisitions as contemplated under the Transfer Agreements constitute a major transaction of the Company under Chapter 14 of the Listing Rules, and is therefore subject to the reporting, announcement and shareholders' approval requirements.

As (i) no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the Acquisitions; and (ii) written shareholder's approval has been obtained from China Huajun Group Limited, which holds more than 50% of the voting rights at the general meeting of the Company to approve the Acquisitions, a written shareholder's approval may be accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. Accordingly, no general meeting is required to be convened for the approval of the Acquisitions pursuant to Rule 14.44 of the Listing Rules.

In accordance with the requirements of the Listing Rules, a circular of the Company containing further details of the Acquisitions will be despatched to the Shareholders on or before 28 December 2018.

**As completion of the Transfer Agreements is subject to the fulfilment and/or waiver of the conditions precedent (as the case may be) as set out in the Transfer Agreements, the Acquisitions may or may not proceed. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the securities of the Company and are recommended to consult their professional advisers if they are in any doubt about their position and as to actions that they should take.**

## **THE ACQUISITIONS**

### **I. Background**

Reference is made to the announcements made by the Company dated 15 October 2018 and 31 October 2018 relating to an asset transfer agreement entered into among the Purchaser and the Target Company A for the acquisition of Assets A at the consideration of RMB125.30 million (subject to downward adjustment, if applicable), and an asset transfer agreement entered into among the Purchaser and the Target Company B for the acquisition of Assets B at the consideration of RMB465.89 million (subject to downward adjustment, if applicable).

Reference is further made to the announcement made by the Company dated 28 November 2018, whereby the Company has announced that the said asset transfer agreements were terminated as the structure for the acquisition of the Assets A and Assets B will be changed. The parties have finalized the structure and execute the Transfer Agreements.

## II. Acquisition A

The Board is pleased to announce that on 5 December 2018 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, entered into the Transfer Agreement A with the Vendor A for the acquisition of the Target Equity Interest A and the Debt A at the Consideration A of RMB137.2 million.

Principal terms of the Transfer Agreement A are set out as follows:

Date: 5 December 2018 (after trading hours)

Parties: Vendor A: Zhang Lijun (張立君) and Ren He (任賀); and  
Purchaser: Huajun Power Technology (Jiangsu) Co., Ltd.\*  
(華君電力科技(江蘇)有限公司)

As advised by the Vendor A, the Vendor A are businessmen and citizens in the PRC. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor A are Independent Third Parties.

### (i) *Asset to be Acquired*

#### Target Equity Interest A and the Debt A

Pursuant to the Transfer Agreement A, the Vendor A has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Target Equity Interest A, representing the entire equity interest of the Target Company A, and the Debt A at the Consideration A.

As advised by the Vendor A, the total outstanding debts of the Target Company A owed to third parties and the Vendor A as at the date of the Transfer Agreement A is approximately RMB131.4 million. The Vendor A will restructure all the outstanding amount owed by the Target Company A so that after the completion of the said debt restructuring, save and except the Debt A owed by the Target Company A to the Vendor A, there will not be any other loan owed by the Target Company A.

## Assets A

The Target Company A currently owns the Assets A which comprises of the Target Land A and various equipment relating to the production and manufacturing of photovoltaic related products, such as scribing machine, automatic string welding machine, battery string automatic laying tandem machine and etc..

As advised by the Vendor A, the Target Land A is situated at Guozhuang Town Airport Industrial Concentration Zone, Jurong City, Jiangsu Province, the PRC for industrial use with the total land area of approximately 65,700 sq.m. and the total building area of approximately 41,800 sq.m.. As advised by the Vendor A, currently there is a manufacturing plant situated at the Target Land A which was used for production of photovoltaic related products.

Upon Completion, the Target Company A will become the indirect wholly-owned subsidiary of the Company and its financial results will be consolidated into the financial results of the Group.

### *(ii) Information of the Target Company A*

As advised by the Vendor A, the Target Company A is a company established in the PRC with limited liability in May 2016, which is owned by the Vendor A. As further advised by the Vendor A, the Target Company A is principally engaged in, among other things, development, production, processing and sales of industrial automation control equipment, smart card equipment, industrial robots and photovoltaic solar cells and components

## Financial Information of the Target Company A

Set out below are the unaudited financial information of the Target Company A for (i) the period commencing from 18 May 2016, its date of incorporation, to 31 December 2016, (ii) the financial year ended 31 December 2017 and (iii) the ten months ended 31 October 2018, as extracted from the unaudited management

accounts of the Target Company A provided by the Vendor A (for illustration purposes only):

	<b>For the period commencing from 18 May 2016, date of incorporation, to 31 December 2016 (RMB'000) (unaudited)</b>	<b>For the year ended 31 December 2017 (RMB'000) (unaudited)</b>	<b>For the ten months ended 31 October 2018 (RMB'000) (unaudited)</b>
Net loss for the period/year before taxation	116	1,575	477
Net loss for the period/year after taxation	116	1,575	477

Based on the unaudited management accounts of the Target Company A provided by the Vendor A, the unaudited net asset value and total asset value of the Target Company A as at 31 October 2018 were approximately RMB97.8 million and approximately RMB229.2 million, respectively.

*(iii) Consideration A*

The Consideration A, for the Target Equity Interest A and the Debt A shall be in aggregate of RMB137.2 million, comprising of RMB95 million being the consideration for the Target Equity Interest A and RMB42.2 million being the consideration for the Debt A.

The Consideration A shall be payable by the Purchaser in cash to the Vendor A on the Completion Date.

The Consideration A of RMB137.2 million was determined by the Vendor A and the Purchaser after arm's length negotiations between the Vendor A and the Purchaser on normal commercial terms with reference to (i) the preliminary valuation of the Assets A of approximately RMB137.2 million as at 31 October 2018 prepared by an independent valuer; (ii) the Debt A in the sum of RMB42.2 million to be assigned pursuant to the Transfer Agreement A upon the Completion; (iii) the paid-up capital of the Target Company A in the sum of RMB100 million; and (iv) the unaudited net assets of the Target Company A in the sum of RMB97.8 million. Accordingly, the Board considers that the Consideration A and the terms and conditions of the Transfer Agreement A are fair and reasonable and on normal commercial terms and are in the interest of the Company and its Shareholders as a whole.

Subject to the Independent Shareholders' approval, the Consideration A will be partially funded by the November CB and partially by the internal resources and/or external borrowing of the Group. In case the issue of the November CB is not approved by the Independent Shareholders, the Consideration A will be funded by internal resources and/or external borrowing of the Group.

(iv) *Conditions Precedent*

Completion A is subject to the fulfillment of the following conditions on or before the Conditions Fulfillment Date:

- (a) the Company having obtained the relevant approval by the Board and/or Shareholders' approval, if required, in relation to the Transfer Agreement A and the transactions contemplated thereunder, or having obtained the relevant waiver from the Stock Exchange;
- (b) the Company having issued the circular in relation to the Transfer Agreement A and the transactions contemplated thereunder in accordance with the Listing Rules;
- (c) the Vendor A is the owner of the Target Equity Interest A and the Debt A free from encumbrance and rights of third party(ies);
- (d) the Target Company A is the legal and beneficial owner of the Assets A free from encumbrance and rights of third party(ies);
- (e) the Target Company A is the owner of the legal and beneficial owner of the Target Land A free from encumbrance and rights of third party(ies);
- (f) the completion of the transfer of the entire Target Equity Interest A and the Debt has been complied with the applicable PRC law to the satisfaction of the Purchaser;
- (g) the management of Target Company A has not done any act which may result material adverse change on the business, assets, properties, financial condition, operation and prospect of Target Company A before and at the Completion Date; and the representations, warranties and undertakings given by the Vendor A are true and accurate on the Completion Date;

- (h) the Vendor A has obtained all necessary consents, approvals authorisations, waivers, permits and certificates from third parties in respect of the Acquisition A and relevant matters;
- (i) the representations, warranties and undertakings given by the Vendor A are true and accurate and non-misleading and the Vendor A has not conducted any act which will breach the representations, warranties and undertakings;
- (j) the Target Company A having provided the documents (to its satisfaction) required by the Purchaser proving that the Assets A (including the interest of the Target Land A) have been duly registered under the name of the Target Company A free from any encumbrances and third parties' rights;
- (k) the Vendor A having obtained and provided to the Purchaser all invoices in compliance with the tax authority in the PRC in respect of the assets owned by the Target Company A; and if any of the invoices has not yet issued on the date of the Transfer Agreement A, the Vendor A is responsible for obtaining the relevant invoices (subject to the Purchaser's approval on issuance of such invoices by the Vendor A) and the relevant tax amount shall be fully borne by the Vendor A; and
- (l) completion of debt restructuring of the Target Company A to the effect that save and except for Debt A, the Target Company A does not have any other outstanding debts.

If any of the above conditions has not been fulfilled by the Conditions Fulfillment Date, the Transfer Agreement A shall lapse. The Vendor A shall forthwith refund all amount paid by the Purchaser with interest and penalty. None of the parties shall claim against the other party, upon the said amount has been fully refunded to the Purchaser, save as the antecedent breach made by the parties of the Transfer Agreement A.

(v) *Completion A*

The Completion A shall take place within 30 business days from the date that all of the above conditions having been fulfilled.

### III. Acquisition B

The Board is pleased to announce that on 5 December 2018 (after trading hours), the Purchaser also entered into the Transfer Agreement B with the Vendor B for the acquisition of for the acquisition of the Target Equity Interest B and the Debt B at the Consideration A of RMB367.5 million.

Principal terms of the Transfer Agreement B are set out as follows:

Date: 5 December 2018 (after trading hours)

Parties: Vendor B: Yang Hongjun (楊洪俊) and Lu Xiaocheng (陸小程);  
and

Purchaser: Huajun Power Technology (Jiangsu) Co., Ltd.\*  
(華君電力科技(江蘇)有限公司)

As advised by the Vendor B, the Vendor B are businessmen and citizens in the PRC. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor B is Independent Third Parties.

(i) *Asset to be Acquired*

Target Equity Interest B and the Debt B

Pursuant to the Transfer Agreement B, the Vendor B has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Target Equity Interest B, representing the entire equity interest of the Target Company B, and the Debt B at the Consideration B.

As advised by the Vendor B, the outstanding debts of the Target Company B owed to third parties and the Vendor B as at the date of the Transfer Agreement B is approximately RMB268.9 million. The Vendor B will restructure all the outstanding amount owed by the Target Company B so that after the completion of the said debt restructuring, save and except the Debt B owed by the Target Company B to the Vendor B, there will not be any other loan owed by the Target Company B.

## Assets B

The Target Company B currently owns the Assets B which comprises of the Target Land B and various equipment relating to the production and manufacturing of photovoltaic related products, such as automatic washing machine (全自動清洗機), automatic degumming machine (全自動脫膠機), diamond wire cutting machine (金剛線截斷機) and etc..

As advised by the Vendor B, the Target Land B is the part of the land parcel situated at Guozhuang Town, Jurong City, Jiangsu Province, the PRC for industrial use with the total land area of approximately 107,000 sq.m.. Pursuant to the Transfer Agreement B, 49 mu\* (畝) (equivalent to approximately 32,600 sq.m.) of the said land parcel will not form part of the Assets B. As such, the total land area of the Target Land B is approximately 74,400 sq.m. and the total building area of approximately 43,000 sq.m.. As advised by the Vendor B, currently there is a manufacturing plant situated at the Target Land B, which was used for production of photovoltaic related products.

Upon Completion, the Target Company B will become the indirect wholly-owned subsidiary of the Company and its financial results will be consolidated into the financial results of the Group.

### *(ii) Information of the Target Company B*

As informed by the Vendor B, the Target Company B is a company established in the PRC with limited liability in December 2016, which is owned by the Vendor B. As further advised by the Vendor B, the Target Company B is principally engaged in, among other things, development, production, processing and sales of development, production and processing of silicon raw materials (矽原料), monocrystalline silicon wafers (單晶矽片), polycrystalline silicon wafers (多晶矽片) and etc..

## Financial Information of the Target Company B

Set out below are the unaudited financial information of the Target Company B for (i) the period commencing from 12 December 2016, its date of incorporation, to 31 December 2016, (ii) the financial year ended 31 December 2017 and (iii) the

ten months ended 31 October 2018, as extracted from the unaudited management accounts of the Target Company B provided by the Vendor B (for illustration purposes only):

	<b>For the period commencing from 12 December 2016, date of incorporation, to 31 December 2016</b>	<b>For the year ended 31 December 2017</b>	<b>For the ten months ended 31 October 2018</b>
	<i>(RMB'000)</i> (unaudited)	<i>(RMB'000)</i> (unaudited)	<i>(RMB'000)</i> (unaudited)
Net loss for the period/year before taxation	–	153	29,625
Net loss for the period/year after taxation	–	153	29,625

Based on the unaudited management accounts of the Target Company B provided by the Vendor B, the unaudited net asset value and total asset value of the Target Company B as at 31 October 2018 were approximately RMB120.2 million and approximately RMB389.1 million, respectively.

*(iii) Consideration B*

The Consideration B, for the Target Equity Interest B and the Debt B shall be in aggregate of RMB367.5 million, comprising of RMB120 million being the consideration for the Target Equity Interest B and RMB247.5 million being the consideration for the Debt B.

The Consideration B shall be payable by the Purchaser in cash to the Vendor B on the Completion Date.

The Consideration B of RMB367.5 million was determined by the Vendor B and the Purchaser after arm's length negotiations between the Vendor B and the Purchaser on normal commercial terms with reference to (i) the preliminary valuation of the Assets B of approximately RMB367.5 million as at 31 October 2018 prepared by an independent valuer; (ii) the Debt B in the sum of RMB247.5 million to be assigned pursuant to the Transfer Agreement B upon the Completion; (iii) the paid-up capital of the Target Company B in the sum of RMB150 million and (iv) the unaudited net assets of the Target Company B in the sum of RMB120.2 million. Accordingly, the Board considers that the Consideration B and the terms and conditions of the Transfer Agreement B are fair and reasonable and on normal commercial terms and are in the interest of the Company and its Shareholders as a whole.

Subject to the Independent Shareholders' approval, the Consideration B will be partially funded by the November CB and partially by the internal resources and/or external borrowing of the Group. In case the issue of the November CB is not approved by the Independent Shareholders, the Consideration B will be funded by internal resources and/or external borrowing of the Group.

*(iv) Conditions Precedent*

The conditions precedent for the Completion B are substantially the same as the conditions precedent set out in the sub-paragraph headed "Conditions precedent" under the Acquisition A.

*(v) Completion B*

The Completion B shall take place within 30 business days from the date that all of the relevant conditions for the Completion B having been fulfilled.

## **INFORMATION OF THE PURCHASER**

As at the date of this announcement, the Purchaser, a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company, is principally engaged in production and sale of photovoltaics products monocrystalline silicon, solar stent and related products.

## **REASONS FOR AND BENEFITS OF THE ACQUISITIONS**

The Company is an investment holding company. The principal activities of the Group are: (i) sale and manufacturing of high quality multi-colour packaging products, carton boxes, books, brochures and other paper products; (ii) trading and logistics; (iii) provision of financial services; (iv) property development and investments; and (v) manufacturing and sales of photovoltaic products.

In recent years, solar photovoltaic industry in China has been gradually transformed from a typical world processing base into a global solar photovoltaic development and innovation manufacturing base. The photovoltaic technology and quality are expected to be continuously improving.

After the implementation of the Renewable Energy Law\* (可再生能源法), the government in the PRC has formulated a series of policies and measures to promote the development of the solar photovoltaic industry. With European Union's lifting of anti-dumping and anti-subsidy restrictions on China's photovoltaics products and the gradual development of overseas emerging markets countries along the Belt and Road routes, the global photovoltaic demands are expected to be promising.

The equipment held by the Target Company A has high degree of automation in terms of module manufacturing and the equipment held by the Target Company B, including production lines of diamond wire slice, are also highly automated for centralized operation. This offer an advantage to the users or owners, that is Target Company A and Target Company B, of the Assets A and Assets B in terms of production costs and production management.

With the enhancement of photovoltaic industrialization, the degree of professionalization has improved, and OEM with more sophisticated production management has dominated the trend in development of the industry. Scale of operation and automation by acquiring the Assets A and the Assets B will strengthen the Group's ability to further develop its solar photovoltaic segment and adapt to the industry development trend.

In view of the above, the Company believes that the Acquisitions will provide the opportunity to the Company to further expand its business in manufacturing and sales of photovoltaic products with the view to generate more revenue to the Group.

Based on the above reasons and benefits, the Directors believe that the terms of the Transfer Agreements and the transactions contemplated thereunder are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

## **IMPLICATIONS UNDER THE LISTING RULES**

As one or more of the applicable percentage ratios in relation to the Acquisition A and the Acquisition B, on the aggregate basis, is more than 25% but less than 100%, the Acquisitions as contemplated under the Transfer Agreements constitute a major transaction of the Company under Chapter 14 of the Listing Rules, and is therefore subject to the reporting, announcement and shareholders' approval requirements.

As (i) no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the Acquisitions; and (ii) written shareholder's approval has been obtained from China Huajun Group Limited, which holds more than 50% of the voting rights at the general meeting of the Company to approve the Acquisitions, a written shareholder's approval may be accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. Accordingly, no general meeting is required to be convened for the approval of the Acquisitions pursuant to Rule 14.44 of the Listing Rules.

In accordance with the requirements of the Listing Rules, a circular of the Company containing further details of the Acquisitions will be despatched to the Shareholders on or before 28 December 2018.

**As completion of the Transfer Agreements is subject to the fulfilment and/or waiver of the conditions precedent (as the case may be) as set out in the Transfer Agreements, the Acquisitions may or may not proceed. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the securities of the Company and are recommended to consult their professional advisers if they are in any doubt about their position and as to actions that they should take.**

## **DEFINITIONS**

Unless otherwise specified, the following terms have the following meanings in this announcement:

“Acquisition A”	the acquisition of the Target Equity Interest A together with Debt A contemplated under the Transfer Agreement A
“Acquisition B”	the acquisition of the Target Equity Interest B together with Debt B contemplated under the Transfer Agreement B
“Acquisitions”	collectively, the Acquisition A and the Acquisition B
“Assets A”	the Target Land A and various equipment relating to the production and manufacturing of photovoltaic related products owned by the Target Company A
“Assets B”	the Target Land B and various equipment relating to the production and manufacturing of photovoltaic related products owned by the Target Company B
“Board”	the board of Directors
“CHG”	China Huajun Group Limited, a company incorporated in the British Virgin Islands and a controlling Shareholder (as defined under the Listing Rules) of the Company, which is ultimately wholly-owned by Mr. Meng

“Company”	Huajun International Group Limited (華君國際集團有限公司) (stock code: 377), a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of The Stock Exchange
“Completion A”	the completion of the Acquisition A pursuant to the terms and conditions of the Transfer Agreement A
“Completion B”	the completion of the Acquisition B pursuant to the terms and conditions of the Transfer Agreement B
“Completion Date”	a day within 30 business days from the date that all of the relevant conditions for the Completion A or the Completion B (as the case may be)
“Condition(s)”	the conditions precedent of the Transfer Agreements as set out in the section headed “Conditions Precedent” in this announcement
“Conditions Fulfillment Date”	31 March 2019 or such later date as the parties to the Transfer Agreement A or Transfer Agreement B (as the case may be) may agree in writing
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Consideration A”	the aggregate consideration of RMB137.2 million for the Target Equity Interest A and the Debt A
“Consideration B”	the aggregate consideration of RMB367.5 million for the Target Equity Interest B and the Debt B
“Debt A”	the aggregate loan owed by the Target Company A to the Vendor A at Completion A
“Debt B”	the aggregate loan owed by the Target Company B to the Vendor B at Completion B
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Shareholders”	Shareholders other than those who are required by the Listing Rules to abstain from voting on the resolutions approving the issue of the November CB
“Independent Third Parties”	persons or companies which are independent of and not connected with any of the directors, chief executive and substantial shareholders (as defined under the Listing Rules) of the Company or any of its subsidiaries and their respective associates (as defined under the Listing Rules), and the term “Independent Third Party” shall be construed accordingly
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Meng”	Mr. Meng Guang Bao (孟廣寶), the chairman, an executive Director and a substantial shareholder (as defined under the Listing Rules) of the Company
“November CB”	the convertible bond in the principal amount of HK\$1,000,000,000, subject to approval of the Shareholder, to be issued to CHG. For details please refer to the Company’s announcement dated 26 October 2018
“PRC”	the People’s Republic of China, which for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“Purchaser”	Huajun Power Technology (Jiangsu) Co., Ltd.* (華君電力科技(江蘇)有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Share(s)”	ordinary share(s) of HK\$1.00 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company A”	Jurong Simaite Intelligent Science and Technology Co., Ltd.* (句容思麥特智慧科技有限公司), a company established in the PRC with limited liability, as at the date of this announcement owned by Zhang Lijun and Ren He as to 51% and 49% respectively
“Target Company B”	Jiangsu Xietong Solar Technology Co., Ltd. (江蘇協通光伏科技有限公司), a company established in the PRC with limited liability, as at the date of this announcement owned by Yang Hongjun and Lu Xiaocheng as to 51% and 49% respectively
“Target Equity Interest A”	the entire equity interest in the Target Company A
“Target Equity Interest B”	the entire equity interest in the Target Company B
“Target Land A”	the land parcel situated at Guozhuang Town Airport Industrial Concentration Zone, Jurong City, Jiangsu Province, the PRC of industrial use with the total land area of approximately 65,700 sq.m. and the total building area of approximately 41,800 sq.m.
“Target Land B”	the land parcel situated at Guozhuang Town, Jurong City, Jiangsu Province, the PRC of industrial use with the total land area of approximately 74,400 sq.m. and building area of approximately 43,000 sq.m.
“Transfer Agreement A”	the transfer agreement dated 5 December 2018 entered into between the Purchaser and the Vendor A in respect of the Acquisition A
“Transfer Agreement B”	the transfer agreement dated 5 December 2018 entered into between the Purchaser and the Vendor B in respect of the Acquisition B
“Transfer Agreements”	collectively, the Transfer Agreement A and the Transfer Agreement B

“Vendor A”	collectively Zhang Lijun (張立君) and Ren He (任賀), both are businessman and citizen in the PRC
“Vendor B”	collectively Yang Hongjun (楊洪俊) and Lu Xiaocheng (陸小程) both are businessman and citizen in the PRC
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“%”	per cent.

By order of the Board  
**Huajun International Group Limited**  
**Meng Guang Bao**  
*Chairman and Executive Director*

Hong Kong, 5 December 2018

*As at the date of this announcement, the Board comprises Mr. Meng Guang Bao, Ms. Zhang Ye, Mr. Guo Song, Mr. He Shufen and Mr. Zeng Hongbo as executive Directors; and Mr. Zheng Bailin, Mr. Shen Ruolei and Mr. Pun Chi Ping as independent non-executive Directors.*

*Translated English names of Chinese entities for which no official English translation exists are unofficial translations for identification purpose only and should not be regarded as the official English translation of the Chinese names.*

*If there is any inconsistency in this announcement between the Chinese and English versions, the English version shall prevail.*

\* *For identification purposes only*