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SINO RESOURCES GROUP LIMITED
(carrying on business in Hong Kong as Sino Gp Limited)
神州資源集團有限公司*
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 223)

**(1) SUPPLEMENTAL AGREEMENT TO THE SALE AND
PURCHASE AGREEMENT IN RELATION TO
THE ACQUISITION OF 40% OF THE ISSUED SHARE CAPITAL
OF WISDOM ORCHID LIMITED; AND
(2) COMPLETION OF THE ACQUISITION**

Reference is made to the Company's announcement dated 17 September 2014 in relation to the discloseable transaction as regards the Acquisition under the Sale and Purchase Agreement (the "Announcement"). Definitions and terms used in this announcement shall have the same meanings as those defined in the Announcement unless otherwise specified.

SUPPLEMENTAL AGREEMENT TO THE SALE AND PURCHASE AGREEMENT

On 29 September 2014 (after trading hours), the Company, the Vendor and the Vendor Guarantor entered into a supplemental agreement to the Sale and Purchase Agreement (the "Supplemental Agreement") to amend certain terms of the Sale and Purchase Agreement. The principal amendments contemplated under the Supplemental Agreement are set out as follows:

- (a) The Vendor and the Vendor Guarantor undertake to pay the outstanding consideration of RMB2,747,625 (the "Subject Sum") payable by the Hong Kong Company for its acquisition of the entire registered capital of SX Mining (being part of the Target Group Reorganisation) to the Company within three (3) months from the issue date of the business licence of SX Mining, that is, on or before 18 December 2014.
- (b) In the event that the Vendor and the Vendor Guarantor fail to pay the Subject Sum to the Company on or before 18 December 2014, the principal amount of the Promissory Note shall be adjusted accordingly.

- (c) The terms of the Promissory Note shall be amended to the effect that the principal amount of the Promissory Note may be adjusted in the circumstance where the Vendor and the Vendor Guarantor fail to pay the Subject Sum to the Company on or before 18 December 2014, the particulars of which are as follows:
- (i) If the Vendor and the Vendor Guarantor fail to pay the Subject Sum to the Company on or before 18 December 2014, the Company will serve a written notice to the holder of the Promissory Note within three (3) business days that the principal amount of the Promissory Note shall be adjusted downwards by the outstanding amount of the Subject Sum. Such notice shall be final and conclusive evidence to the adjusted principal amount and the holder shall not disagree thereon.
 - (ii) After the adjustment and without prejudice to the early redemption by the Company of the outstanding amount of the Promissory Note, in whole or in part, the Company shall only have to duly redeem and fully repay the adjusted principal amount of the Promissory Note on the Maturity Date.

Save and except the amendments under the Supplemental Agreement, all the terms and conditions of the Sale and Purchase Agreement remain unchanged.

COMPLETION OF THE ACQUISITION

The Board is pleased to announce that all conditions precedent under the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) have been fulfilled and Completion took place on 29 September 2014. On the same date, (i) 113,568,000 Consideration Shares were allotted and issued by the Company to the Vendor Guarantor (as the Vendor's nominee) at the issue price of \$0.265 each; and (ii) the Promissory Note with initial principal amount of HK\$13,904,480 (subject to adjustment as detailed above) was issued by the Company to the Vendor Guarantor (as the Vendor's nominee).

Following the Completion, the Company holds 40% of the issued share capital of the Target Company (Wisdom Orchid Limited) which is accounted for as an associate in the financial statements of the Company.

CHANGES IN THE SHAREHOLDING STRUCTURE OF THE COMPANY

The following table illustrates the Company's shareholding structure immediately before and after the Completion:

	Immediately before the Completion		Immediately after the Completion	
	Number of Shares	Approximate shareholding percentage %	Number of Shares	Approximate shareholding percentage %
Mr. Hu Pigang (<i>Note 1</i>)	406,000,000	10.82	406,000,000	10.50
Mr. Gao Feng (<i>Note 2</i>)	178,000,000	4.74	178,000,000	4.61
The Vendor Guarantor	–	–	113,568,000	2.94
Public	3,167,562,400	84.44	3,167,562,400	81.95
Total	<u>3,751,562,400</u>	<u>100.00</u>	<u>3,865,130,400</u>	<u>100.00</u>

Notes:

1. Mr. Hu Pigang holds 73,769,000 Shares in his personal capacity and holds 332,231,000 Shares via Jetgo Group Limited, which is wholly owned by him.
2. Mr. Gao Feng, being an executive Director, is beneficially interested in the entire issued share capital of ACE Channel Limited, which holds 178,000,000 Shares as at the date of this announcement.

By Order of the Board
Sino Resources Group Limited
 (carrying on business in Hong Kong as Sino Gp Limited)
Geng Ying
Chairman

Hong Kong, 29 September 2014

As at the date of this announcement, the executive Directors are Ms. Geng Ying, Mr. Gao Feng and Mr. Chiu Sui Keung, the non-executive Director is Mr. Wang Xihua, and the independent non-executive Directors are Mr. Lam Williamson, Mr. Cheng Wing Keung Raymond and Mr. Wong Hoi Kuen.

* *For identification purposes only*