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REX Global Entertainment Holdings Limited
御濠娛樂控股有限公司

(formerly known as China Gamma Group Limited 中國伽瑪集團有限公司)

(Incorporated in Bermuda with limited liability)

(Stock Code: 164)

**VERY SUBSTANTIAL DISPOSAL
AND
RESUMPTION OF TRADING**

THE SALE AND PURCHASE AGREEMENT

On 19 November 2014, the Company and the Purchaser entered into the Sale and Purchase Agreement pursuant to which (i) the Company conditionally agreed to dispose and the Purchaser conditionally agreed to purchase the Sale Share; and (ii) the Company agreed to assign and the Purchaser agreed to accept the assignment of the Shareholder Loan, at an aggregate cash consideration of HK\$340,000,000 in accordance with the terms and conditions of the Sale and Purchase Agreement.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios set out in Rule 14.07 of the Listing Rules in respect of the Disposal are 75% or more, the Disposal constitutes a very substantial disposal of the Company under Chapter 14 of the Listing Rules. Pursuant to Chapter 14 of the Listing Rules, the Sale and Purchase Agreement and the transactions contemplated thereunder are therefore subject to the announcement and Shareholders' approval requirements.

An SGM will be convened and held to consider and, if thought fit, to approve the Sale and Purchase Agreement and the transactions contemplated thereunder.

A circular containing, among other things, (i) further details of the Sale and Purchase Agreement; (ii) financial information of the Group; (iii) financial information of the Disposal Group; (iv) the unaudited pro-forma financial information of the Remaining Group; and (v) a notice of the SGM, will be despatched to Shareholders as soon as practicable in accordance with the Listing Rules. As additional time is required to prepare and finalise the financial information for inclusion in the circular, the despatch date of the circular is expected to be postponed to a date on or before 24 December 2014.

Completion of the Disposal is conditional upon the satisfaction or, if applicable, waiver of the conditions set out in the section headed “Conditions Precedent” in this announcement, including the approval of the Sale and Purchase Agreement and the transactions contemplated thereunder by Shareholders at the SGM. Accordingly, the Disposal may or may not proceed.

Shareholders and potential investors should exercise caution when dealing in the securities of the Company.

RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 9:00 a.m. on 20 November 2014, pending the publication of this announcement. Application has been made by the Company for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 27 November 2014.

INTRODUCTION

On 19 November 2014, the Company and the Purchaser entered into the Sale and Purchase Agreement pursuant to which (i) the Company conditionally agreed to dispose and the Purchaser conditionally agreed to purchase the Sale Share; and (ii) the Company agreed to assign and the Purchaser agreed to accept the assignment of the Shareholder Loan, at an aggregate cash consideration of HK\$340,000,000 in accordance with the terms and conditions of the Sale and Purchase Agreement. Summaries of the principal terms of the Sale and Purchase Agreement are set out below in this announcement.

SALE AND PURCHASE AGREEMENT

Set out below are the principal terms of the Sale and Purchase Agreement:

Date: 19 November 2014

Parties:

- (i) the Company, as vendor; and
- (ii) the Purchaser, as purchaser.

Assets to be disposed of: The Sale Share

Consideration: HK\$340,000,000

Within 5 Business Days after execution of the Sale and Purchase Agreement, the Purchaser shall pay to the Company HK\$10,000,000 as deposit (the “**Deposit**”) and part payment of the Consideration. The balance of the Consideration will be satisfied in telegraphic transmission or such other method as the Company may direct. The Consideration was determined after arm’s length negotiation between the Purchaser and the Company with reference to, a number of factors, including: (i) the unaudited net asset value of the Disposal Group attributable to the Company (adjusted for waiver of the Group’s inter-company loan and after deducting non-controlling interest) was approximately HK\$91,179,000 as at 30 September 2014; (ii) the business of Mianning Mao Yuan, which is the main operation and asset of the Disposal Group and taking into account the current market situation (such as the price drop and decrease in demand of rare earth products, PRC government policies controlling the supply of rare earth raw materials, historical investment cost of Mianning Mao Yuan and future development cost requirements, etc.); (iii) the Debts; and (iv) the current uncertainty surrounding the rare earth industry in China.

The Debts and the Shareholder Loan:

The Debts comprise of the Loan A (i.e. the debt due from Jumbo Wealth to Hondex) and the Loan B (i.e. the debt due from Jumbo Wealth to an Independent Third Party), details of which are set out as follows:

- (a) The Debts were incurred by Jumbo Wealth during the financial year ended 31 March 2012 and are due for repayment on 30 June 2015. As at the date of the Sale and Purchase Agreement, the interest rate of the Loan A is 5% per annum and the Loan B is interest free.
- (b) As at 30 September 2014, the outstanding principal amount of the Debts and interest accrued thereon were estimated to be approximately HK\$279,345,000 in aggregate, comprising: (i) approximately HK\$180,837,000, being the outstanding principal amount of the Loan A and the interest accrued thereon; and (ii) approximately RMB78,117,000 (which is equivalent to approximately HK\$98,508,000), being the outstanding amount of the Loan B and the interest accrued thereon.
- (c) The Company provided guarantees in favour of Jumbo Wealth under each of the Debts. In addition, under the Loan A, Hondex has the right to demand the Company to transfer a maximum of 25% equity interest in Mianning Mao Yuan to Hondex in the event of a default to repay the loan by Jumbo Wealth on the relevant maturity date.

Pursuant to the Sale and Purchase Agreement, the Company will grant the Shareholder Loan to Jumbo Wealth at Completion for it to repay the Debts and at the same time assign the Shareholder Loan to the Purchaser, the principal amount of which will be equal to the outstanding principal and interest amount of the Debts as at Completion.

Forfeiture and refund of the Deposit:

In the event that the Purchaser fails to perform its obligations for Completion in accordance with the Sale and Purchase Agreement, the Sale and Purchase Agreement shall cease and terminate, and the Company may forfeit the Deposit.

In the event that the Company fails to perform its obligations for Completion in accordance with the Sale and Purchase Agreement, the Sale and Purchase Agreement shall cease and terminate, and the Company shall refund the Deposit to the Purchaser, without interest.

Conditions Precedent:

The conditions precedent to the Disposal are that:

- (a) the Purchaser having completed, to its satisfaction with its due diligence review on the Disposal Group which shall include but not limited to the financial, tax, operational and legal aspects;
- (b) all requisite relevant governmental approvals, consents, authorisation, registration and filings in connection with the transactions contemplated under the Sale and Purchase Agreement having been obtained, and each such approval, consent, authorisation, registration and filing remaining entirely valid;
- (c) the Company having obtained the approval of the Shareholders (or independent Shareholders, if required) as required under the Listing Rules in respect of the Sale and Purchase Agreement and the transactions contemplated thereunder;
- (d) all requisite third party consents in connection with the transactions contemplated under the Sale and Purchase Agreement having been obtained, and such consents remaining entirely valid;
- (e) each of the two parties to the Sale and Purchase Agreement having obtained all delegations and consents that are necessary to its performance of the obligations, warranties and undertakings in the Sale and Purchase Agreement, including but not limited to its shareholders' and board approvals of the transactions contemplated under the Sale and Purchase Agreement;
- (f) each of the two parties to the Sale and Purchase Agreement having performed its obligations, warranties and undertakings in the Sale and Purchase Agreement;
- (g) all representations and warranties given by the Company in the Sale and Purchase Agreement remaining true and accurate as at Completion;
- (h) there having been no subsisting order signed by any court having jurisdiction or any governmental authority that prohibits or invalidates the transactions contemplated under the Sale and Purchase Agreement, and there having been no law, regulation, rule, Listing Rules or other requirement that restricts, prohibits or invalidates such transactions; and

- (i) there having been no litigation or proceedings pending decisions of any court or governmental authority, or any litigations or proceedings threatened by a third party, that purports to restrict, prohibit or invalidate the transactions contemplated under the Sale and Purchase Agreement or to make substantial claims in connection with such transactions.

In the event that any of the conditions has not been satisfied (or waived pursuant to the terms of the Sale and Purchase Agreement) prior to the Long Stop Date, the parties shall not be bound to proceed with the purchase of the Sale Share, and the Sale and Purchase Agreement shall cease to be of any effect, and the Company shall refund the Deposit to the Purchaser, without interest, save for the clauses set forth in the Sale and Purchase Agreement which are to survive its termination and save in respect of claims arising out of any antecedent breach of the Sale and Purchase Agreement.

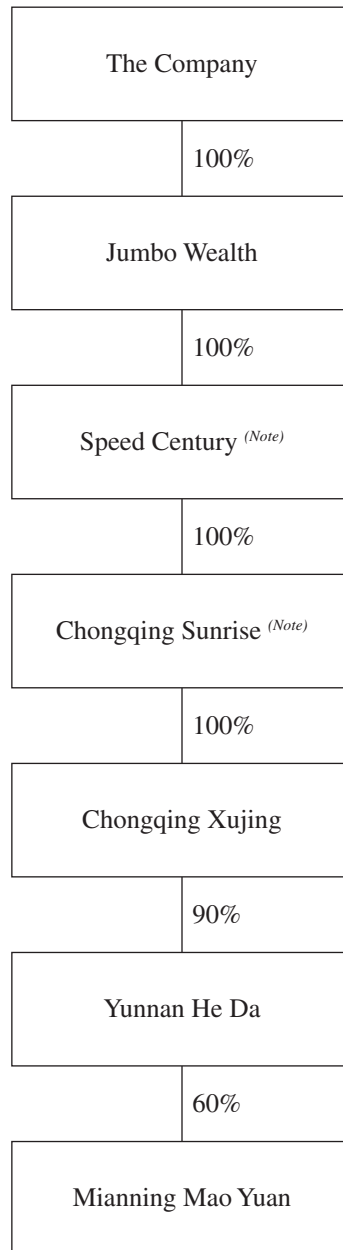
Completion:

Subject to the provisions of the Sale and Purchase Agreement, Completion shall take place on the 3rd Business Day after the fulfillment or, where applicable, waived either in whole or in part (as the case may be) of the abovementioned conditions precedent to the Sale and Purchase Agreement (or such later date as the parties may agree in writing).

At Completion, (a) the Company shall provide the Shareholder Loan to Jumbo Wealth to enable it to repay the Debts; (b) the Company shall assign the Shareholder Loan to the Purchaser; and (c) the Company shall procure the 100% equity interest in Chongqing Xujing to be transferred to and registered under the name of the Purchaser or any entity specified by the Purchaser. The settlement of the Debts and the assignment and settlement of the Shareholder Loan will happen on the date of the Completion at the same time.

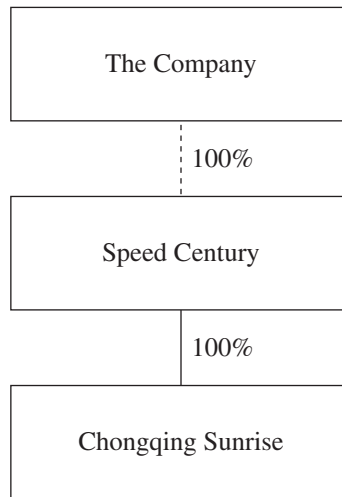
GROUP STRUCTURE

The simplified corporate chart of the Company, the Disposal Group, Speed Century and Chongqing Sunrise as at the date of the Sale and Purchaser Agreement is as follows:



Note: Speed Century and Chongqing Sunrise are wholly-owned subsidiaries of Jumbo Wealth at the date of this announcement. Pursuant to the Sale and Purchase Agreement, the Disposal Group shall not include Speed Century and Chongqing Sunrise. The Purchaser and the Company agreed that the 100% interest held by Jumbo Wealth in Speed Century and Chongqing Sunrise shall be transferred to other subsidiaries of the Company before Completion.

Immediately after Completion, the Company will no longer hold the equity interest in any member of the Disposal Group. The simplified corporate chart of the Company, Speed Century and Chongqing Sunrise will be as follows:



INFORMATION RELATING TO THE PURCHASER

The Purchaser is an investment holding company incorporated in the British Virgin Islands.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Purchaser and its ultimate beneficial owner are Independent Third Parties.

INFORMATION RELATING TO THE DISPOSAL GROUP

The Disposal Group comprises subsidiaries of the Company, namely (1) Jumbo Wealth, (2) Chongqing Xujing, (3) Yunnan He Da and (4) Mianning Mao Yuan.

Jumbo Wealth is an investment holding company which is directly wholly-owned by the Company. It indirectly owns 100% interest in the share capital of Chongqing Xujing. Chongqing Xujing directly owns 90% of the equity interest in Yunnan He Da, which in turn holds 60% of the equity interest in Mianning Mao Yuan.

Yunnan He Da is an investment holding company. Mianning Mao Yuan is principally engaged in rare earth refinery and processing business in Sichuan Province, the PRC. The Disposal Group currently does not have any business other than the business engaged by Mianning Mao Yuan.

Unaudited consolidated financial information of the Disposal Group

The unaudited consolidated net loss before and after taxation of the Disposal Group for each of the two financial years ended 31 March 2014 and 2013 are set out below:

	Financial year ended 31 March	
	2014	2013
	HK\$'000	HK\$'000
Net loss before taxation	31,887,000	162,423,000
Net loss after taxation	31,734,000	163,930,000

Based on the unaudited management accounts of the Disposal Group as at 30 September 2014, (i) the net asset value of the Disposal Group amounted to approximately HK\$265,817,000 (adjusted for waiver of the Group's inter-company loan); and (ii) the net asset value of the Disposal Group attributable to the Company (adjusted for waiver of the Group's inter-company loan and after deducting non-controlling interest) was approximately HK\$91,179,000.

FINANCIAL EFFECT OF THE DISPOSAL

It is expected that the Group will record a loss of approximately HK\$24 million from the Disposal, the detailed calculation of which are set out as follows:

	HK\$'000
Consideration for the Disposal	60,000
Consideration for the assignment of the Shareholder Loan	<u>280,000</u>
	340,000
<i>Less:</i>	
The Debts	(279,345)
Net assets of the Disposal Group as at 30 September 2014 (adjusted for waiver of the Group's inter-company loan)	(265,817)
Estimated direct expenses in relation to the Disposal	(2,000)
<i>Add:</i>	
Non-controlling interest of the Disposal Group as at 30 September 2014	<u>174,638</u>
Estimated loss on the Disposal before release of the cumulative exchange reserve attributable to the Disposal Group	(32,524)
Release of cumulative exchange reserve attributable to the Disposal Group upon completion of the Disposal	<u>8,475</u>
Estimated loss on the Disposal as at 30 September 2014	<u><u>(24,049)</u></u>

The actual gain or loss to be recorded might or might not be different given that the abovementioned estimate is based on the assets and liabilities of the Disposed Group as at 30 September 2014 which might be different from those on the date of Completion.

Immediately after Completion, the Group will not hold any equity interest in the Disposal Group, and each member of the Disposal Group (i.e. Jumbo Wealth, Chongqing Xujing, Yunnan He Da and Mianning Mao Yuan) will no longer be a subsidiary of the Company.

REASONS AND BENEFITS FOR ENTERING INTO THE SALE AND PURCHASE AGREEMENT AND USE OF PROCEEDS

Since 2013 the demand and price of rare earth products still remain low and the prospects of the rare earth market is an uncertainty. The Group started to rationalise the resources business in 2013 by considering the possibilities of restructuring the rare earth refinery and processing business, and made a plan to sell a group of subsidiaries that engaged in the rare earth refinery and processing business if the assets value would be better reflected by such a sale transaction rather than through continuing use. In June 2014, a non-binding letter of intent was entered into with the Purchaser, who has been since then conducting due diligence review of the business of the Disposal Group and the possible sale was subject to further negotiation between the parties.

During the six months ended 30 September 2014, the Group recorded a turnover of HK\$14,253,000, representing a decrease of 20% compared with the six months ended 30 September 2013. The decline was mainly attributable to a temporary halt of the Group's rare earth oxides production and hence there was no contribution from the resources business during the six months ended 30 September 2014. As discussed in the Company's 2014 interim report, the Group has decided to halt its rare earth oxides production temporarily in order to reduce losses incurred by the business.

The Directors consider that the Disposal provides an opportunity to realise the Group's investment in the Disposal Group and to take away the uncertainty facing the rare earth industry from the Group. It is expected that the overall cashflow and liquidity position of the Group will also improve upon completion of the Disposal.

Total Consideration is HK\$340,000,000 in which (i) HK\$280,000,000 is for the assignment of the Shareholder Loan; and (ii) the remaining proceeds of HK\$60,000,000 is for the Disposal. Net proceeds from the Disposal, net of professional fees and relevant expenses, are expected to be HK\$58,000,000. The Company intends to apply such net proceeds for the Group's general working capital of the Group's operation.

The main purpose of the arrangement in relation the Shareholder Loan is to ensure the Debts will be settled at Completion and therefore, the guarantees provided by the Company in favour of Jumbo Wealth under the Debts will accordingly be released at Completion. This would also substantially reduce the Company's contingent liabilities.

The Directors further considered that the Disposal will greatly improve the financial position of the Company and hence its ability to focus its resources on opportunities that can provide sustainable and recurring benefits to the Group and thereby maximising the return to the Shareholders.

Base on the above, the Directors (including the independent non-executive Directors) believe that the terms of the Sale and Purchase Agreement (including the Consideration) are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION RELATING TO THE GROUP AND THE REMAINING GROUP

The Group is principally engaged in entertainment and gaming business, property business, gamma ray irradiation services and resources business.

Entertainment and Gaming Business

As underpinned in the Company's 2014 annual report, the Group has been eyeing on opportunities to diversify into businesses providing steady income stream in order to enhance shareholders' return in the long run. Following such strategy of diversification, the Group has proposed to invest in and develop the leisure, hospitality, tourism, entertainment and gaming related businesses (the "**Entertainment and Gaming Business**"), being a new business segment of the Group. The Group has set up an Entertainment and Gaming Division to explore opportunities in the Entertainment and Gaming Business, and our first initiative in this division is to develop the cruise ship business.

As disclosed in the Company's announcement dated 2 July 2014 (the "**Cruise Ship Announcement**"), the Group and Norvest Global Limited, an Independent Third Party, formed Star Sail Investments Limited (the "**JV Company**") to acquire a cruise ship at a consideration of HK\$93 million (the "**Ship Acquisition**") by late August 2014. The JV Company was held as to 90% by Norvest Global Limited and as to 10% by the Group. After completion of the Ship Acquisition, the cruise ship was renamed as "REX Fortune", and the Group commenced its cruise ship business in late August 2014 by way of providing services in respect of certain management functions and core operation of the cruise ship, as envisaged in the Cruise Ship Announcement.

For the purpose of providing such services, a wholly-owned subsidiary of the Company (the "**Manager**"), the JV Company (as the owner of REX Fortune) and the casino operator of REX Fortune (the "**Casino Operator**", which is an Independent Third Party) (as appropriate) entered into agreements (the "**Management and Operation Agreements**"), pursuant to which, (1) the Manager will provide overall management and operation services in respect of REX Fortune (the "**Ship Management**"); and (2) the Casino Operator will manage the casino operation of REX Fortune (the "**Casino Operation**"), for an initial term of two years (renewable in accordance with the terms and conditions of the Management and Operation Agreements). The Ship Management includes crew management, technical management, commercial management, insurance arrangements etc.. Pursuant to the Management and Operation Agreements, (a) the Manager is entitled to receive (i) the income in connection with the room sales, boat fares, meals, duty free sales, and other services rendered to the customers or patrons of REX Fortune; and (ii) management fees from the Casino Operator (comprising of a basic fee and a performance-based amount in connection with the Casino Operation); and (b) the Manager is required to pay the JV Company a basic fee and a performance-based amount in connection with the Ship Management and the Casino Operation.

Since the commencement of the cruise ship business in late August 2014, turnover generated from the division was HK\$11,075,000 which represented 77.7% of the Group's turnover for the six months ended 30 September 2014. The division sustained a loss of approximately HK\$3,623,000 for the six months ended 30 September 2014 mainly due to the start-up costs. It is noted that the operation of REX Fortune is ramping up. The profitability of the Entertainment and Gaming Business of the Group is expected to improve when it reaches full scale of operation.

The Company believes that the Entertainment and Gaming Business, after reaching full scale of operation, may be able to provide a stable recurring revenue stream to the Group, and create long-term values to the Shareholders.

Property Business

The Group's property business includes property development, trading of building materials and provision of renovation services. During the six months ended 30 September 2014, the Group has not launched new property projects for sale and turnover of property business was HK\$14,000. Segment loss narrowed down to HK\$666,000 as a result of implementation of cost reduction initiatives during the six months ended 30 September 2014.

The Group will continue to focus on mixed use property development and investment in China to cater for end users' demand for high quality residential and commercial properties as urbanisation continues to drive demand for property in China. The Group will continue to devote resources to land bank acquisitions and seek to identify premium land sites at the right opportunity. The Group will also explore opportunities in property development and investment in other regions to support the development of our other businesses.

Gamma Ray Irradiation Services

The Group's gamma ray irradiation business is conducted through 淄博利源高科辐照技术有限公司 (Zibo Liyuan Gamma Ray Technologies Co. Limited*), a 80% owned subsidiary of the Group which is licensed by Ministry of Environmental Protection of the PRC for the provision of irradiation services by utilising gamma ray technologies. Although global economic recovery remained slow during the six months ended 30 September 2014, demand for food irradiation and sterilisation of medical devices using gamma ray technologies had shown signs of stabilisation. The Group's marketing effort in strengthening business relation with existing and new customers had borne some fruits. Turnover generated from the gamma ray irradiation services for the six months ended 30 September 2014 grew 11% to HK\$3,164,000. Segment loss for the six months ended 30 September 2014 was reduced to HK\$967,000.

In regards to gamma ray irradiation business, as application of gamma ray technologies in food irradiation has increased in recent years with increasing awareness of domestic food safety and hygiene standard, the Group will endeavour in ongoing services innovation, expansion of its services to new products with high margins, and sourcing of new clients. The Group will also strive to improve the productivity and efficiency of its production facilities.

Resources Business

During the six months period ended 30 September 2014, turnover from the segment was nil. The segment reported a loss of approximately HK\$22,567,000 after the recognition of an impairment loss.

After completion of the Disposal, the Company will not own any assets in the resources business segment of the Group. However, the Company believes that the current downturn in the resources industry may provide opportunities for the Company to invest in potential resources projects with attractive valuation. It is expected that after completion of the Disposal, the Group will continue to review this business segment with reference to the market situation and may further explore opportunities related to the value chain of the resources industry from upstream, midstream to downstream.

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An SGM will be convened and held to consider and, if thought fit, to approve the Sale and Purchase Agreement and the transactions contemplated thereunder. Hondex and its associate(s), if any, will abstain from voting on the resolution(s) approving the Sale and Purchase Agreement and the transactions contemplated thereunder at the SGM.

A circular containing, among other things, (i) further details of the Sale and Purchase Agreement; (ii) financial information of the Group; (iii) financial information of the Disposal Group; (iv) the unaudited pro-forma financial information of the Remaining Group; and (v) a notice of the SGM, will be despatched to Shareholders as soon as practicable in accordance with the Listing Rules. As additional time is required to prepare and finalise the financial information for inclusion in the circular, the despatch date of the circular is expected to be postponed to a date on or before 24 December 2014.

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DEFINITIONS

“associate(s)”	has the same meaning ascribed to it under the Listing Rules;
“Board”	the board of Directors;
“Business Day(s)”	a day on which banks in both the PRC and Hong Kong are open for general banking transactions;
“Chongqing Sunrise”	重慶旭日房地產開發有限公司 (Chongqing Sunrise Property Development Company Limited*), a company incorporated in the PRC with limited liability and a direct wholly-owned subsidiary of Speed Century as at the date of this announcement;
“Chongqing Xujing”	重慶旭景物業管理有限公司 (Chongqing Xujing Property Management Limited*), a company incorporated in the PRC with limited liability and a direct wholly-owned subsidiary of Chongqing Sunrise as at the date of this announcement;

“Company”	REX Global Entertainment Holdings Limited (formerly known as China Gamma Group Limited), a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange;
“Completion”	the completion of the Disposal and the assignment of the Shareholder Loan in accordance with the terms and conditions of the Sale and Purchase Agreement;
“connected person(s)”	has the same meaning ascribed to it under the Listing Rules;
“Consideration”	the cash consideration of HK\$340,000,000, for the Disposal and the assignment of the Shareholder Loan;
“Debts”	the Loan A and the Loan B;
“Directors”	directors of the Company;
“Disposal”	the disposal of the Sale Share by the Company in accordance with the terms and conditions of the Sale and Purchase Agreement;
“Disposal Group”	comprises subsidiaries of the Company namely (1) Jumbo Wealth, (2) Chongqing Xujing, (3) Yunnan He Da and (4) Mianning Mao Yuan;
“Group”	the Company and its subsidiaries;
“Hondex”	Hondex Investments Limited, a substantial Shareholder of the Company;
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;

“Independent Third Party(ies)”	a third party (parties) independent of the Company and the connected persons of the Company, and not a connected person of the Company;
“Jumbo Wealth”	Jumbo Wealth International Limited, a company incorporated in the British Virgin Islands with limited liability, and a direct wholly-owned subsidiary of the Company as at the date of this announcement;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Loan A”	the debt due from Jumbo Wealth to Hondex, with the principal amount and accrued interest of approximately HK\$180,837,000 as at 30 September 2014;
“Loan B”	the debt due from Jumbo Wealth to an Independent Third Party with the principal amount and accrued interest of approximately RMB78,117,000 (which is equivalent to approximately HK\$98,508,000) as at 30 September 2014;
“Long Stop Date”	31 March 2015 (or such other date as agreed between the parties to the Sale and Purchase Agreement);
“Mianning Mao Yuan”	冕寧縣茂源稀土科技有限公司 (Mianning Mao Yuan Rare Earth Technology Company Limited*), a company incorporated in the PRC with limited liability, which is directly held as to 60% by Yunnan He Da as at the date of this announcement;
“PRC”	the People’s Republic of China excluding, for the purpose of this announcement, Hong Kong, Macau and Taiwan;
“Purchaser”	Penrith Resources Limited, a company incorporated in the British Virgin Islands with limited liability;

“Remaining Group”	the Group excluding the Disposal Group after the Completion;
“RMB”	Renminbi, the lawful currency of the PRC;
“SGM”	A special general meeting of the Company to be convened to approve the Sale and Purchase Agreement and the transactions contemplated thereunder;
“Sale and Purchase Agreement”	the agreement dated 19 November 2014 entered into between the Company and the Purchaser in relation to: (i) the Disposal; and (ii) the assignment of the Shareholder Loan;
“Sale Share”	one ordinary share of US\$1.00 in the share capital of Jumbo Wealth, representing the entire issued share capital of Jumbo Wealth;
“Share(s)”	the ordinary share(s) of HK\$0.01 each in the issued share capital of the Company;
“Shareholder(s)”	the holder(s) of the Share(s);
“Shareholder Loan”	the shareholder loan to be granted by the Company to Jumbo Wealth at Completion and to be assigned to the Purchaser pursuant to the Sale and Purchase Agreement, the principal amount of which will be equal to outstanding principal and interest amount of the Debts as at Completion;
“Speed Century”	Speed Century Investments Limited, a company incorporated in Hong Kong with limited liability, and a direct wholly-owned subsidiary of Jumbo Wealth as at the date of this announcement;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary(ies)”	has the same meaning ascribed to it under the Listing Rules;

“Yunnan He Da”

雲南和達投資有限公司 (Yunnan He Da Investments Company Limited*), a company incorporated in the PRC with limited liability, an indirect non wholly-owned subsidiary of the Company, directly held as to 90% by Chongqing Xujing, and holds 60% of the equity interest in Mianning Mao Yuan as at the date of this announcement; and

“%”

per cent.

By order of the Board

REX Global Entertainment Holdings Limited

Wong King Shiu, Daniel

Executive Director

Hong Kong, 27 November 2014

As at the date of this announcement, the executive directors of the Company are Mr. Wong King Shiu, Daniel and Mr. Lee Kuang Yeu; the non-executive directors of the Company are Mr. Ma Kwok Hung, Warren and Mr. Chow Siu Ngor; and the independent non-executive directors of the Company are Mr. Wong Hoi Kuen, Mr. Chan Chi Yuen and Mr. Hung Hing Man.

* *The English translations of Chinese names or words in this announcement, where indicated, are included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.*