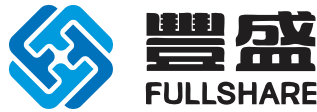


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Fullshare Holdings Limited

豐盛控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00607)

**(1) MAJOR AND CONNECTED TRANSACTION
IN RELATION TO THE PROPOSED ACQUISITION OF
THE ENTIRE ISSUED SHARE CAPITAL
OF NANJING FULLSHARE TECHNOLOGY; AND
(2) POSSIBLE FUTURE CONTINUING
CONNECTED TRANSACTIONS UPON COMPLETION OF
THE PROPOSED ACQUISITION**

THE NFT ACQUISITION

On 8 December 2014, after trading hours, Nanjing Fengli and Jiangsu Fullshare Property, each being an indirect wholly-owned subsidiary of the Company, entered into the NFT Share Transfer Agreement with Nanjing Fullshare Holding and Xinmeng Asset, pursuant to which Nanjing Fengli and Jiangsu Fullshare Property have conditionally agreed to acquire from Nanjing Fullshare Holding and Xinmeng Asset 99% and 1% of the issued share capital in Nanjing Fullshare Technology, respectively, and Nanjing Fullshare Holding and Xinmeng Asset have conditionally agreed to sell 99% and 1% of the issued share capital in Nanjing Fullshare Technology to Nanjing Fengli and Jiangsu Fullshare Property, respectively, at an aggregate consideration of RMB667,000,000 (equivalent to approximately HK\$840,420,000).

As at the date of this announcement and immediately prior to the NFT Completion, Nanjing Fullshare Holding and Xinmeng Asset hold 99% and 1% of the issued share capital in Nanjing Fullshare Technology, respectively. Upon the NFT Completion, Nanjing Fullshare Technology will become an indirect wholly-owned subsidiary of the Company.

The principal asset of Nanjing Fullshare Technology is the NFT Target Land located in Yu Hua Tai District, Nanjing, the PRC for commercial development.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios in respect of the NFT Acquisition exceed 25% but are less than 100%, the NFT Acquisition constitutes a major transaction of the Company under Chapter 14 of the Listing Rules and is subject to reporting, announcement and shareholders' approval pursuant to Chapter 14 of the Listing Rules.

Since Mr. Ji, a controlling shareholder and an executive director of the Company, holds approximately 79.74% equity interest in Nanjing Fullshare Holding and 99.9% equity interest in Xinmeng Asset as at the date of this announcement, each of Nanjing Fullshare Holding and Xinmeng Asset is an associate of Mr. Ji and therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the NFT Acquisition also constitutes a connected transaction under the Listing Rules, which is subject to, reporting, announcement and Independent Shareholders' approval requirements. Mr. Ji and his associates are required to abstain from voting on the resolutions approving the NFT Share Transfer Agreement at the EGM.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee has been established to make recommendation to the Independent Shareholders regarding the NFT Share Transfer Agreement and the transactions contemplated thereunder. Fortune Financial Capital Limited has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the NFT Share Transfer Agreement and the transactions contemplated thereunder.

DESPATCH OF CIRCULAR

The EGM will be convened for the Shareholders to consider and, if thought fit, to approve the NFT Share Transfer Agreement and the transactions contemplated thereunder. A circular containing, among other things, (i) details of the NFT Acquisition, (ii) a letter from the Independent Board Committee containing its recommendations to the Independent Shareholders; (iii) a letter from the Independent Financial Adviser containing its advice to the Independent Board Committee and the Independent Shareholders; (iv) the property valuation report; (v) the accountants' report of Nanjing Fullshare Technology; and (vi) the notice of the EGM, will be despatched to the Shareholders of the Company on or before 31 December 2014.

Since the NFT Completion is subject to the fulfillment and/or waiver (as the case may be) of the conditions under the NFT Share Transfer Agreement, the NFT Acquisition may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

POSSIBLE FUTURE CONTINUING CONNECTED TRANSACTIONS

Before the date of the NFT Share Transfer Agreement, Nanjing Fullshare Technology has already entered into the Possible CCT Agreements with the connected persons of the Company. As such, upon the NFT Completion, the Possible CCT Agreements and the transactions contemplated thereunder will constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.60 of the Listing Rules, the Company is required to comply with the annual review and disclosure requirements if the Group continues to conduct the transaction under the Possible CCT Agreements after the NFT Completion. When any of the Possible CCT Agreements is renewed or its terms are varied after the NFT Completion, the Company will comply with the applicable requirements under Chapter 14A of the Listing Rules.

Reference is made to the announcement of the Company dated 5 November 2014 relating to the memorandum of understanding dated 5 November 2014 entered into among Nanjing Fengli, Jiangsu Fullshare Property, Nanjing Fullshare Holding and Xinmeng Asset in relation to the NFT Acquisition. The Board is pleased to announce that after the trading hours of the Stock Exchange on 8 December 2014, Nanjing Fengli and Jiangsu Fullshare Property, as purchasers, entered into the NFT Share Transfer Agreement with the Nanjing Fullshare Holding and Xinmeng Asset, as vendors, setting out the terms and conditions of the NFT Acquisition. Details of the NFT Share Transfer Agreement are set out below.

THE NFT ACQUISITION

The NFT Share Transfer Agreement

Date

8 December 2014 (after trading hours)

Parties

- NFT Purchasers:
- (1) Nanjing Fengli, an indirect wholly-owned subsidiary of the Company
 - (2) Jiangsu Fullshare Property, an indirect wholly-owned subsidiary of the Company
- NFT Vendors:
- (1) Nanjing Fullshare Holding
 - (2) Xinmeng Asset, which directly holds approximately 43.45% equity interest in Nanjing Fullshare Holding.

As at the date of this announcement and immediately prior to the NFT Completion, Nanjing Fullshare Holding and Xinmeng Asset directly hold 99% and 1% of the issued share capital in Nanjing Fullshare Technology, respectively.

Assets to be acquired

Pursuant to the NFT Share Transfer Agreement, Nanjing Fengli and Jiangsu Fullshare Property have conditionally agreed to acquire from Nanjing Fullshare Holding and Xinmeng Asset 99% and 1% of the issued share capital in Nanjing Fullshare Technology, respectively, and Nanjing Fullshare Holding and Xinmeng Asset have conditionally agreed to sell 99% and 1% of the issued share capital in Nanjing Fullshare Technology to Nanjing Fengli and Jiangsu Fullshare Property, respectively.

The principal asset of Nanjing Fullshare Technology is the NFT Target Land, which is located in Yu Hua Tai District, Nanjing, the PRC. The NFT Target Land is of a total site area of approximately 155,486 square metres and of a total gross floor area of approximately 504,068 square metres, with land use right of 40 years. The NFT Target Land consists of two parcels of land located in 南京市雨花臺區軟件大道119號 (No. 119 Ruanjian Avenue, Yu Hua Tai District, Nanjing, the PRC*) and 南京市雨花臺區寧丹路東側 (eastern side of Ning Dan Road, Yu Hua Tai District, Nanjing, the PRC*) and their land use right commenced on 1 March 2009 and 1 March 2010, respectively. The commercial project on the NFT Target Land includes (1) an office development comprising various office units, commercial units, car parking spaces and ancillary facilities with a total gross floor area of approximately 96,138 square metres which was completed in 2011 and some of the units are unsold; (2) a commercial development comprising of office and hotel which are under construction; and (3) vacant land proposed to be developed into commercial development and mixed development. A valuation report containing further information on the NFT Target Land and the commercial project thereon will be included in the circular to be despatched to the Shareholders in accordance with the Listing Rules.

The NFT Consideration

The NFT Consideration payable by the NFT Purchasers to the NFT Vendors is RMB667,000,000 (equivalent to approximately HK\$840,420,000), which will be paid by installments in the following manners:

- (1) within 20 Business Days after all the NFT Conditions have been fulfilled or waived (as the case may be), RMB66,033,000, being 10% of the NFT Consideration payable to Nanjing Fullshare Holding, will be deposited by Nanjing Fengli to a bank account designated by Nanjing Fullshare Holding, and RMB667,000, being 10% of the NFT Consideration payable to Xinmeng Asset, will be deposited by Jiangsu Fullshare Property to a bank account designated by Xinmeng Asset (collectively, the “**First Installment**”); and

- (2) after all the NFT Conditions have been fulfilled or waived (as the case may be) and within 120 Business Days after the NFT Completion (which the NFT Purchasers may be granted an one-off extension of the payment date to a day falling on or before 240 Business Days after the NFT Completion), RMB396,198,000, being 60% of the NFT Consideration payable to Nanjing Fullshare Holding, will be deposited by Nanjing Fengli to a bank account designated by Nanjing Fullshare Holding, and RMB4,002,000, being 60% of the NFT Consideration payable to Xinmeng Asset, will be deposited by Jiangsu Fullshare Property to a bank account designated by Xinmeng Asset (collectively, the “**Second Installment**”); and
- (3) within 60 Business Days after the payment of the Second Installment and the receipt by Nanjing Fullshare Technology of the Construction Work Planning Permit and the Construction Permits for the construction project to be carried out on the site of approximately 30,416 square metres under the State-owned Land Use Right Certificate Number NingYuGuoYong (2013) Di 14323 Hao (《國有土地使用證》寧雨國用(2013)第14323號), RMB198,099,000, being the balance of the NFT Consideration payable to Nanjing Fullshare Holding, will be deposited by Nanjing Fengli to a bank account designated by Nanjing Fullshare Holding and RMB2,001,000, being the balance of the NFT Consideration payable to Xinmeng Asset, will be deposited by Jiangsu Fullshare Property to a bank account designated by Xinmeng Asset.

Nanjing Fengli has obtained the Standby Facility of RMB500,000,000, and part of which will be applied to finance the NFT Consideration. As the Standby Facility is provided by a connected person of the Company (as defined in the Listing Rules) on normal commercial terms without any security over the assets of the Group, it is fully exempted under Rule 14A.90 of the Listing Rules from shareholders’ approval, annual review and all disclosure requirements. It is expected that the payment of the NFT Consideration will be funded by the Standby Facility and/or the Group’s internal working capital depending on the circumstances prevailing at the time the NFT Consideration becomes payable.

Basis of determining the NFT Consideration

The NFT Consideration of RMB667,000,000 (equivalent to approximately HK\$840,420,000) was agreed between the NFT Purchasers and the NFT Vendors after arms’ length negotiations based on the original acquisition cost of the entire issued share of Nanjing Fullshare Technology, being the sum of (i) the cost of acquisition of 49.9% of the issued share capital in Nanjing Fullshare Technology by the NFT Vendors in an aggregate amount of RMB387,000,000 (equivalent to approximately HK\$487,620,000) on 11 July 2012; and (ii) the capital contribution to the 50.1% registered capital of Nanjing Fullshare Technology made by Nanjing Fullshare Holding in the amount of RMB280,560,000 (equivalent to approximately HK\$353,506,000) on 10 December 2010.

The NFT Consideration represents (i) a discount of approximately 57.78% to the preliminary valuation of the NFT Target Land together with the commercial project thereon as at 30 September 2014 of approximately RMB1,580,000,000 (equivalent to approximately HK\$1,990,800,000) prepared by Savills Valuation and Professional Services Limited, adopting the market approach; and (ii) a premium of approximately 16.26% to the unaudited net asset value of Nanjing Fullshare Technology as at 30 September 2014 of approximately RMB573,714,000 (equivalent to approximately HK\$722,880,000) prepared in accordance with the Hong Kong Financial Reporting Standards.

Conditions precedent

The payment by the NFT Purchasers of each installment of the NFT Consideration (“**Installment**”) under the NFT Acquisition is conditional upon fulfillment and/or waiver (as the case may be) of the NFT Conditions as set forth below:

- (a) the NFT Purchasers being satisfied with the results of the due diligence review on, among others, the financial and legal aspects of Nanjing Fullshare Technology, the NFT Target Land and the commercial project thereon and there has been no change to such findings which is unacceptable to the NFT Purchasers prior to the date of payment of each Installment;
- (b) the NFT Purchasers having received a legal opinion issued by the PRC lawyers as to the law of the PRC in relation to the NFT Acquisition, the NFT Target Land and the commercial project thereon which is in all respects satisfactory to the NFT Purchasers;
- (c) the NFT Purchasers having obtained all approvals required under the relevant laws and regulations and all necessary consents from third parties which are required for the NFT Share Transfer Agreement, the NFT Acquisition and other transactions contemplated under the NFT Share Transfer Agreement;
- (d) the Company having complied with the requirements of the relevant laws, the Listing Rules and the Stock Exchange and having obtained all the relevant regulatory approval and/or the Shareholders’ approval at a general meeting held by the Company (if necessary) in relation to the NFT Share Transfer Agreement, the NFT Acquisition and other transactions contemplated under the NFT Share Transfer Agreement;
- (e) the NFT Transaction Documents and the ancillary agreements and documents contemplated thereunder having been signed by the relevant parties thereto and originals of which having been provided to the NFT Purchasers;
- (f) the mortgage over the NFT Target Land having been released and the NFT Purchasers having received the supporting documents which is satisfactory to the NFT Purchasers;
- (g) save and except (i) the guarantees provided by Nanjing Fullshare Technology (as guarantor) for the benefit of buyers of its properties who are third parties independent of the Company and its connected persons (as borrowers) to guarantee the buyers’ obligations under mortgage loans granted by commercial banks in the PRC (as lenders) and (ii) the mortgage created by Nanjing Fullshare Technology (as mortgagor) in favor of a commercial bank in the PRC (as mortgagee) to guarantee its obligations under a banking facility of RMB80 million as set out in the NFT Share Transfer Agreement, the registration of release of all the security involving Nanjing Fullshare Technology having been completed and Nanjing Fullshare Technology having remained free of encumbrances;

- (h) in the absolute opinion of the NFT Purchasers, there has been no material adverse change in relation to the NFT Target Land (or the rights of Nanjing Fullshare Technology thereto), the commercial projects developed thereon or Nanjing Fullshare Technology;
- (i) the NFT Vendors' representations and warranties contained in the NFT Share Transfer Agreement and the NFT Transaction Documents having remained true, accurate and not misleading as at the date of payment of each Installment;
- (j) there having been no restriction, prohibition, injunction, invalidation or others which prevent (or seek to prevent) the NFT Acquisition or other transactions contemplated under the NFT Share Transfer Agreement by any government authorities as at the date of payment of each Installment;
- (k) the NFT Vendors having complied with all their respective obligations under the NFT Share Transfer Agreement and the NFT Transaction Documents as at the date of payment of each Installment.

The NFT Purchasers may waive, in whole or in part, conditionally or unconditionally, conditions set out in (a), (b), (e), (f), (g), (h), (i) and (k) above by written notice to the NFT Vendors. The conditions set out in (c), (d) and (j) above will not be waivable.

As at the date of this announcement, the NFT Purchasers do not intend to waive any of the above conditions, and none of the above conditions precedent has been fulfilled.

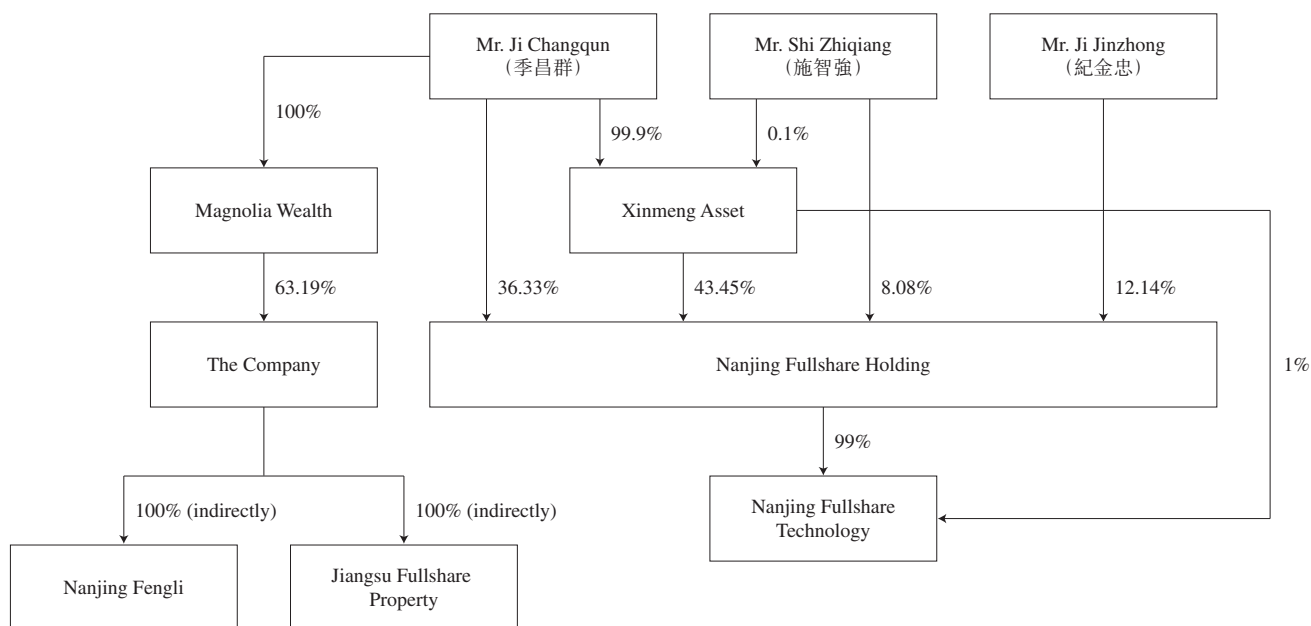
The NFT Completion

After the NFT Purchasers have paid the First Installment to the designated bank accounts of the NFT Vendors pursuant to the NFT Share Transfer Agreement, the registration of the new articles of association of Nanjing Fullshare Technology with the relevant Administration for Industry and Commerce in the PRC shall be completed within the next 5 Business Days. The NFT Completion shall take place on the date of registration with the relevant Administration for Industry and Commerce of the new articles of association (or the amended articles of association) of Nanjing Fullshare Technology stating the NFT Purchasers as its shareholders.

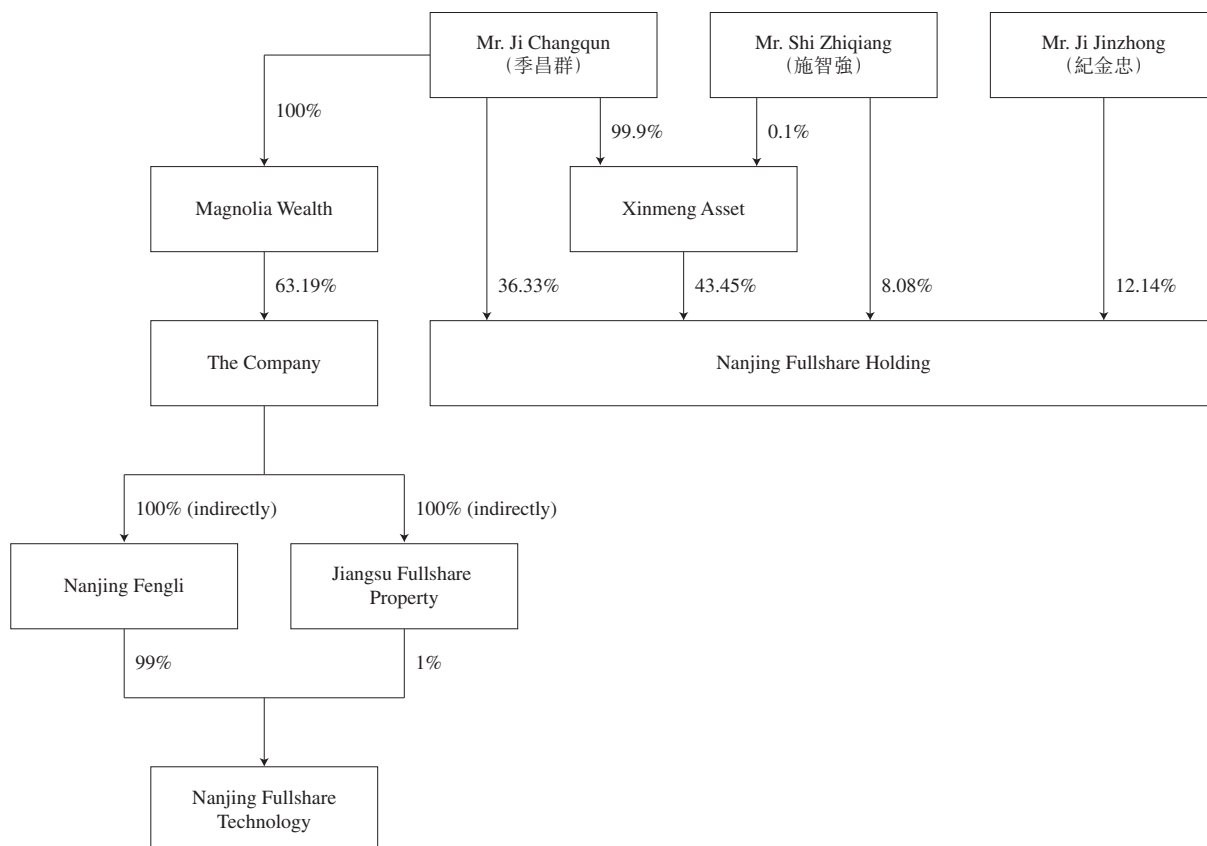
Upon the NFT Completion, Nanjing Fullshare Technology will become an indirect wholly-owned subsidiary of the Company, the financial results, assets and liabilities of Nanjing Fullshare Technology will be consolidated into the accounts of the Group.

The following charts demonstrate the simplified shareholding structure of Nanjing Fullshare Technology (a) as at the date of this announcement; and (b) immediately following the NFT Completion.

(a) *As at the date of this announcement*



(b) *Immediately after the NFT Completion*



Termination

In the event of any material breach of the NFT Share Transfer Agreement which is not remedied within 20 Business Days of the written notice given by the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate the NFT Share Transfer Agreement and the NFT Transaction Documents.

If (i) the NFT Conditions have not been fulfilled or waived (as the case may be) for whatever reason within two (2) months after signing of the NFT Share Transfer Agreement; (ii) the registration of the new articles of association of Nanjing Fullshare Technology with the relevant Administration for Industry and Commerce in the PRC in respect of the NFT Acquisition shall not have been completed for whatever reason (except for the NFT Purchasers' reason) within three (3) months after signing of the NFT Share Transfer Agreement; or (iii) the NFT Completion shall not have taken place within three (3) months after completion of the registration of the new articles of association of Nanjing Fullshare Technology with the relevant Administration for Industry and Commerce in the PRC in respect of the NFT Acquisition, the NFT Purchasers shall have the right to terminate the NFT Share Transfer Agreement and the NFT Transaction Documents by written notice.

INFORMATION ON THE PARTIES

The Group

As disclosed in (a) the announcements of the Company dated 6 November 2014 and 20 November 2014, respectively, the Group has acquired the entire equity interest in Jiangsu Ruiheng Construction Limited* (江蘇銳恒建設有限公司); and (b) the announcements of the Company dated 6 and 26 November 2014, respectively, the Group has committed to investment in the construction of the green city and regional development, etc. in Jurong City, Jiangsu Province, the PRC. The Group has expanded its principal business activities to green building, green urban EPC (Engineering Procurement Construction), EMC (Energy Management Contract) services and property development in the PRC.

Nanjing Fengli

Nanjing Fengli is an indirect wholly-owned subsidiary of the Company. It is a limited partnership established in the PRC. Its principal business is investment in, amongst others, properties and businesses in the PRC.

Jiangsu Fullshare Property

Jiangsu Fullshare Property is an indirect wholly-owned subsidiary of the Company. It is a limited liability company established in the PRC. Its principal business is residential real estate development and sale.

Nanjing Fullshare Holding

Nanjing Fullshare Holding is a limited liability company established in the PRC and is principally engaged in the businesses of real estate development and manufacturing of large medical devices.

Xinmeng Asset

Xinmeng Asset is a limited liability company established in the PRC and is principally engaged in the businesses of assets management and industrial investment.

Nanjing Fullshare Technology

Nanjing Fullshare Technology is a joint stock limited liability company established in the PRC with limited liability which is principally engaged in real estate development and sale.

As advised by the NFT Vendors, the original acquisition costs for 99% and 1% of the issued share capital of Nanjing Fullshare Technology were RMB659,810,000 and RMB7,750,000, respectively.

Financial Information on Nanjing Fullshare Technology

Set out below is the unaudited financial information of Nanjing Fullshare Technology for the two financial years ended 31 December 2012 and 2013 prepared in accordance with the Hong Kong Financial Reporting Standards:

	For the financial year ended 31 December 2013 RMB'000	For the financial year ended 31 December 2012 RMB'000
Net profits before taxation	93,313	141,135
Net profits after taxation	47,663	57,900
	As at 31 December 2013 RMB'000	As at 31 December 2012 RMB'000
Net assets	654,172	606,509

According to the preliminary valuation report prepared by Savills Valuation and Professional Services Limited adopting market approach, the preliminary valuation of the NFT Target Land and the commercial project thereon as at 30 September 2014 was approximately RMB1,580,000,000.

REASONS FOR AND BENEFIT OF THE NFT ACQUISITION

As disclosed in the circular (the “**RTO Circular**”) of the Company dated 28 October 2013, Nanjing Fullshare Technology was one of the Excluded Companies (as defined in the RTO Circular) through which the Controlling Shareholders are engaged in one of the Excluded Projects (as defined in the RTO Circular). The Group focused on the development of residential properties and the Controlling Shareholders, through the Excluded Companies (including Nanjing Fullshare Technology), mainly focused on the development of non-residential properties. As stated in the Company’s interim report for the six months ended 30 June 2014, the Group will be actively seeking for high-quality real estate project to add to its reserve in the second half of year 2014. The Group has identified Nanjing, the PRC as the key location for future development after analysis and research. Since the recent completion of the acquisition of 80% equity interest in Nanjing Tianyun Real Estate Development Company Limited, the Company has expanded its footage into the property market in Nanjing. The Directors believe that the NFT Acquisition is a good opportunity for the Group to build up the Group’s experience in commercial property development by leveraging on the relevant experience of the established management team of the Controlling Shareholders. As the commercial project on the NFT Target Land will comprise of office buildings, hotels and shopping malls, the Directors believe that the commercial project on the NFT Target Land will diversify the Group’s project portfolio and business risks. In addition, the commercial project on the NFT Target Land is the only commercial project in which the Controlling Shareholders engage in Nanjing, and therefore the NFT Acquisition will minimize any competition between the Group and the Controlling Shareholders.

The Directors (excluding (i) Mr. Ji and Mr. Shi who have abstained from voting, and (ii) the independent non-executive Directors whose views will be provided after taking into account the opinion and advice from the Independent Financial Adviser) consider that the terms of the NFT Acquisition are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS OF THE NFT ACQUISITION

As the applicable percentage ratios in respect of the NFT Acquisition exceed 25% but are less than 100%, the NFT Acquisition constitutes a major transaction of the Company under Chapter 14 of the Listing Rules and is subject to reporting, announcement and shareholders’ approval pursuant to Chapter 14 of the Listing Rules.

Mr. Ji is currently interested in approximately 63.19% of the issued share capital in the Company and the Chairman of the Board and the Chief Executive Officer and an executive Director of the Company. Since Mr. Ji holds approximately 79.74% equity interest in Nanjing Fullshare Holding and 99.9% equity interest in Xinmeng Asset as at the date of this announcement, each of Nanjing Fullshare Holding and Xinmeng Asset is an associate of Mr. Ji and therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the NFT Acquisition also constitutes a connected transaction under the Listing Rules, which is subject to, reporting, announcement and Independent Shareholders’ approval requirements. Mr. Ji and his associates are required to abstain from voting on the resolutions approving the NFT Share Transfer Agreement at the EGM. Further, Mr. Ji is considered to be interested

in the NFT Acquisition due to the Possible CCT Agreements as disclosed in the section headed “Possible Future Continuing Connected Transactions” in this announcement, and the Green Building Consultancy Agreement dated 26 June 2013 entered into between Nanjing Fullshare Technology (as service recipient) and Fullshare Green Design (as service provider). Under the Green Building Consultancy Agreement, Fullshare Green Design agreed to undertake project pre-assessment, and design and construction drawings, and to apply for China Three-Star Green Building Design Label (國家三星級綠色建築設計評價標識) on behalf of Nanjing Fullshare Technology for four blocks of building located on the NFT Target Land for a consideration of RMB1 million. The term of this agreement is for the period between 16 May 2013 and 16 May 2015. The consideration of the Green Building Consultancy Agreement was determined between Nanjing Fullshare Technology and Fullshare Green Design after arm’s length negotiation on the basis of market rates. Mr. Ji beneficially owns over 50% equity interest in Fullshare Green Design as at the date of this announcement.

Mr. Ji has abstained from voting on the relevant board resolutions of the Company in relation to the NFT Acquisition.

Mr. Shi is an executive Director of the Company and holds approximately 8.12% equity interest in Nanjing Fullshare Holding and approximately 0.1% equity interest in Xinmeng Asset as at the date of this announcement. Mr. Shi has abstained from voting on the relevant board resolutions of the Company in relation to the NFT Acquisition.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee has been established to make recommendation to the Independent Shareholders regarding the NFT Share Transfer Agreement and the transactions contemplated thereunder. Fortune Financial Capital Limited has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the NFT Share Transfer Agreement and the transactions contemplated thereunder.

DESPATCH OF CIRCULAR

The EGM will be convened for the Shareholders to consider and, if thought fit, to approve the NFT Share Transfer Agreement and the transactions contemplated thereunder. A circular containing, among other things, (i) details of the NFT Acquisition; (ii) a letter from the Independent Board Committee containing its recommendations to the Independent Shareholders; (iii) a letter from the Independent Financial Adviser containing its advice to the Independent Board Committee and the Independent Shareholders; (iv) the property valuation report; (v) the accountants’ report of Nanjing Fullshare Technology; and (vi) the notice of the EGM, will be despatched to the Shareholders of the Company on or before 31 December 2014.

Since the NFT Completion are subject to the fulfillment and/or waiver (as the case may be) of the conditions under the NFT Share Transfer Agreement, the NFT Acquisition and may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

POSSIBLE FUTURE CONTINUING CONNECTED TRANSACTIONS

Before the date of the NFT Share Transfer Agreement, Nanjing Fullshare Technology has already entered into the Possible CCT Agreements with the connected persons of the Company. As such, upon the NFT Completion, the Possible CCT Agreements and the transactions contemplated thereunder will constitute continuing connected transactions of the Company under the Listing Rules. Details of the Possible CCT Agreements are summarized below:

JieNong Tenancy Agreement

Date:	1 July 2014
Parties:	(1) Nanjing Fullshare Technology (as landlord) (2) Jiangsu Fullshare JieNong (as tenant), an associate of Mr. Ji by way of over 50% of its equity interest being beneficially owned by Mr. Ji Changrong (a brother of Mr. Ji) and a connected person of the Company
Premises:	中國南京市雨花台區軟件大道119號8號樓103室及104室部分(Room 103 and Part of Room 104, Building No. 8, No. 119 Ruanjian Avenue, Yu Hua Tai District, Nanjing, the PRC*) of a total gross area of approximately 244 square metres
Term:	One year commencing on 1 July 2014 and ending on 30 June 2015, both days inclusive
Rent:	Approximately RMB 401,000 for the whole term of the JieNong Tenancy Agreement payable in cash on 1 July 2014 The rent was determined between Nanjing Fullshare Technology and Jiangsu Fullshare JieNong after arm's length negotiation taking into account of construction cost, location and term of the tenancy agreement and with reference to market rates and conditions.
Usage:	Office premises

Green Design Tenancy Agreement

- Date: 1 November 2014
- Parties:
- (1) Nanjing Fullshare Technology (as landlord)
 - (2) Fullshare Green Design (as tenant), over 50% of its equity interest being beneficially owned by Mr. Ji and a connected person of the Company
- Premises: 中國南京市雨花台區軟件大道119號8號樓503室部分，504至508室及509室部分 (Part of Room 503, Room 504 to 508 and Part of Room 509, Building No. 8, No. 119 Ruanjian Avenue, Yu Hua Tai District, Nanjing, the PRC*) of a total gross area of approximately 1,384 square metres
- Term: For the period commencing on 1 November 2014 and ending on 5 July 2017, both days inclusive
- Rent:
- (a) Approximately RMB1,713,000 for the period between 1 November 2014 and 5 July 2015 payable in cash on 20 June 2014
 - (b) Approximately RMB2,644,000 for the period between 6 July 2015 and 5 July 2016 payable in cash on 20 June 2015
 - (c) Approximately RMB2,768,000 for the period between 6 July 2016 and 5 July 2017 payable in cash on 20 June 2016
- The rent was determined between Nanjing Fullshare Technology and Fullshare Green Design after arm's length negotiation taking into account of construction cost, location and term of the tenancy agreement and with reference to market rates and conditions.
- Usage: Office premises

Reasons for and Benefits of the Possible Continuing Connected Transactions

Nanjing Fullshare Technology is engaging in the business of development and sale of commercial properties. In case any of the office units for sale in the commercial development are not sold within certain period of time, Nanjing Fullshare Technology would lease such office units in order to gain rental income. The Possible CCT Agreements were entered into as the office units involved had not been sold. It is beneficial for the Group to continue with these leasing transactions after the NFT Completion as the rent provide a source of income for the Group before the office units involved are sold.

The Directors (excluding Mr. Ji and Mr. Shi who have abstained from voting but including the independent non-executive Directors) are of the view that the Possible CCT Agreements and the transactions contemplated thereunder are on normal commercial terms and in the ordinary and usual course of business of the Group, their terms are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Implications under the Listing Rules

Pursuant to Rule 14A.60 of the Listing Rules, the Company is required to comply with the annual review and disclosure requirements if the Group continues to conduct the transaction under the Possible CCT Agreements after the NFT Completion. When any of the Possible CCT Agreements is renewed or its terms are varied after the NFT Completion, the Company will comply with the applicable requirements under Chapter 14A of the Listing Rules.

General Information

Jiangsu Fullshare JieNong

Jiangsu Fullshare JieNong is a limited liability company established in the PRC and is principally engaged in the business of supermarket management, sales of primary agricultural products, pre-packaging, bulk food, and wholesale and retail business.

Fullshare Green Design

Fullshare Green Design is a limited liability company established in the PRC and is principally engaged in the business of planning and design of construction projects, construction renovation design, inspection and assessment of construction energy consumption, research and development of new and renewable energy and energy conservation and environmental protection technology and advisory services.

DEFINITIONS

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Business Day”	day(s) on which banks in the PRC are generally open for normal banking business (not including Saturday, Sunday, banking holidays and public holidays)
“Company”	Fullshare Holdings Limited 豐盛控股有限公司, a company incorporated in the Cayman Islands with limited liability and the issued Shares are listed on the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Controlling Shareholders”	the controlling shareholders of the Company, namely Mr. Ji and Magnolia Wealth
“Director(s)”	the director(s) of the Company
“EGM”	an extraordinary general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the NFT Acquisition by the Independent Shareholders
“Fullshare Green Design”	江蘇豐盛綠色建築設計研究院有限公司(Jiangsu Fullshare Green Building Design Institute Limited*), a company incorporated in the PRC and over 50% of its equity interest being beneficially owned by Mr. Ji and a connected person of the Company
“Green Building Consultancy Agreement”	an agreement dated 26 June 2013 entered into between Nanjing Fullshare Technology (as service recipient) and Fullshare Green Design (as service provider) in relation to the provision of consultancy service for the application of the China Three-Star Green Building Design Label (國家三星級綠色建築設計評價標識) for four blocks of building located on the NFT Target Land

“Green Design Tenancy Agreement”	the agreement dated 1 November 2014 entered into between Nanjing Fullshare Technology (as landlord) and Fullshare Green Design (as tenant) in respect of the leasing of 中國南京市雨花台區軟件大道119號8號樓503室部分, 504至508室及509室部分 (Part of Room 503, Room 504 to 508 and Part of Room 509, Building No. 8, No. 119 Ruanjian Avenue, Yu Hua Tai District, Nanjing, the PRC*)
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Special Region of the PRC
“Independent Board Committee”	an independent committee of the Board comprising of all the independent non-executive Directors established for the purpose of advising the Independent Shareholders on the NFT Acquisition
“Independent Financial Adviser”	Fortune Financial Capital Limited, a corporation licensed to carry out type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong, being the independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the NFT Acquisition
“Independent Shareholders”	the Shareholders other than Mr. Ji and his associates
“Jiangsu Fullshare JieNong”	江蘇豐盛捷農超市有限公司 (Jiangsu Fullshare JieNong Supermarket Limited*), a company incorporated in the PRC and an associate of Mr. Ji by way of over 50% of its equity interest being beneficially owned by Mr. Ji Changrong (a brother of Mr. Ji) and a connected person of the Company
“Jiangsu Fullshare Property”	江蘇省豐盛房地產開發有限公司 (Jiangsu Province Fullshare Property Development Limited*), a company incorporated in the PRC and an indirect wholly-owned subsidiary of the Company
“JieNong Tenancy Agreement”	the agreement dated 1 July 2014 entered into between Nanjing Fullshare Technology (as landlord) and Jiangsu Fullshare JieNong (as tenant) in respect of the leasing of 中國南京市雨花台區軟件大道119號8號樓103室及104室部分 (Room 103 and Part of Room 104, Building No. 8, No. 119 Ruanjian Avenue, Yu Hua Tai District, Nanjing, the PRC*)

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Magnolia Wealth”	Magnolia Wealth International Limited, a company incorporated in the British Virgin Islands, the entire issued share capital of which is beneficially owned by Mr. Ji
“Mr. Ji”	Mr. Ji Changqun, the Chairman of the Board and the Chief Executive Officer and an executive Director of the Company
“Mr. Shi”	Mr. Shi Zhiqiang, an executive Director of the Company
“Nanjing Fengli”	南京豐利股權投資企業（有限合夥）(Nanjing Fengli Equity Investment Enterprise*), a limited partnership established under the law of the PRC and an indirect wholly-owned subsidiary of the Company
“Nanjing Fullshare Holding”	南京豐盛產業控股集團有限公司 (Nanjing Fullshare Industrial Holding Group Co. Limited*), a company incorporated in the PRC, in which, Mr. Ji holds approximately 79.74% equity interest
“Nanjing Fullshare Technology”	南京豐盛大族科技股份有限公司 (Nanjing Fullshare Dazhu Technology Company Limited*), a joint stock limited liability company established under the law of the PRC
“NFT Acquisition”	the proposed acquisition of the entire issued share capital in Nanjing Fullshare Technology by the NFT Purchasers from the NFT Vendors pursuant to the terms and conditions in the NFT Share Transfer Agreement
“NFT Completion”	the completion of the NFT Acquisition
“NFT Conditions”	the conditions as set out under the paragraph “Conditions precedent” under the section headed “the NFT Acquisition” of this announcement
“NFT Consideration”	the total consideration of RMB667,000,000 payable by the NFT Purchasers for the NFT Acquisition
“NFT Purchasers”	Nanjing Fengli and Jiangsu Fullshare Property

“NFT Share Transfer Agreement”	the sale and purchase agreement dated 8 December 2014 entered into among Nanjing Fengli, Jiangsu Fullshare Property, Nanjing Fullshare Holding and Xinmeng Asset, pursuant to which Nanjing Fengli and Jiangsu Fullshare Property have conditionally agreed to acquire from Nanjing Fullshare Holding and Xinmeng Asset 99% and 1% of the issued share capital in Nanjing Fullshare Technology, respectively, and Nanjing Fullshare Holding and Xinmeng Asset have conditionally agreed to sell 99% and 1% of the issued share capital in Nanjing Fullshare Technology to Nanjing Fengli and Jiangsu Fullshare Property, respectively
“NFT Target Land”	collectively, two parcels of land located in 南京市雨花臺區軟件大道119號 (No. 119 Ruanjian Avenue, Yu Hua Tai District, Nanjing, the PRC*) and 南京市雨花臺區寧丹路東側 (eastern side of Ning Dan Road, Yu Hua Tai District, Nanjing, the PRC*) of a total site area of approximately 155,486 square metres
“NFT Transaction Documents”	collectively, the NFT Share Transfer Agreement, the new articles of association of Nanjing Fullshare Technology and any other agreement or documents entered into between the parties
“NFT Vendors”	collectively, Nanjing Fullshare Holding and Xinmeng Asset
“Possible CCT Agreements”	collectively, the JieNong Tenancy Agreement and the Green Design Tenancy Agreement
“PRC”	the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Standby Facility”	the RMB500,000,000 standby loan facility to be provided by 南京建工集團有限公司 (Nanjing JianGong Group Co., Ltd.*), an associate of Mr. Ji by way of over 50% of its equity interest being beneficially owned by Mr. Ji Changbin (a brother of Mr. Ji), as the lender, to Nanjing Fengli pursuant to the terms and conditions set out in an undertaking letter dated 8 December 2014 issued by Nanjing JianGong Group Co., Ltd.*
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Xinmeng Asset”

南京新盟資產管理有限公司 (Nanjing Xinmeng Asset Management Limited*), a company established under the law of the PRC, in which, Mr. Ji holds approximately 99.9% equity interest

“%”

per cent

By order of the Board
Fullshare Holdings Limited
Ji Changqun
Chairman

Hong Kong, 8 December 2014

As at the date of this announcement, the executive Directors are Mr. Ji Changqun, Mr. Shi Zhiqiang, Mr. Wang Bo, Mr. Eddie Hurip and Mr. Zhou Yanwei and the independent non-executive Directors are Mr. Lau Chi Keung, Mr. Chow Siu Lui and Mr. Tsang Sai Chung.

** for identification purpose only*