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(incorporated in the Cayman Islands with limited liability)
(Stock Code: 379)

**VERY SUBSTANTIAL ACQUISITION AND
CONNECTED TRANSACTION IN RELATION TO
(1) THE ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL IN
CHINA EVER GRAND CAPITAL GROUP LIMITED AND
ASSIGNMENT OF SHAREHOLDER'S LOAN
AND
(2) CAPITAL INJECTION TO BEIJING EVER GRAND INTERNATIONAL
FINANCE LEASE CO., LTD**

THE ACQUISITION AGREEMENT AND THE CAPITAL INJECTION AGREEMENT

The Board is pleased to announce that on 21 July 2015 (after trading hours), the Company, being the Purchaser, and the Vendor entered into the Acquisition Agreement, pursuant to which the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, the Sale Shares and assign the Shareholder's Loan subject to the terms of the Acquisition Agreement.

The Consideration for the Sale Shares and the Shareholder's Loan is RMB170,847,000 (equivalent to approximately HK\$213,558,750), which shall be payable by the Purchaser to the Vendor in cash within 30 days from the date of Completion.

In addition, on 21 July 2015 (after trading hours), Target HK and Zhong An entered into the Capital Injection Agreement, pursuant to which Target HK and Zhong An agreed that Target PRC shall apply for an increase in its registered capital from US\$30 million (equivalent to approximately HK\$233 million) to US\$36 million (equivalent to approximately HK\$279 million), where the increased amount of US\$6 million (equivalent to approximately HK\$47 million) shall be entirely contributed by Target HK such that Target HK's equity interest in Target PRC shall increase from approximately 41.67% to approximately 51.39% after its contribution of the additional registered capital while Zhong An's equity interest in Target PRC shall decrease from approximately 58.33% to approximately 48.61%.

LISTING RULES IMPLICATIONS

The Vendor is a connected person of the Company by virtue of him being the chairman of the Board, an executive Director and a substantial Shareholder holding (directly and indirectly) approximately 16.12% of the entire issued share capital of the Company as at the date of this announcement. As such, the Acquisition (together with the Capital Injection) constitutes a connected transaction on the part of the Company under Chapter 14A of the Listing Rules. The Acquisition (together with the Capital Injection) also constitutes a very substantial acquisition on the part of the Company under Chapter 14 of the Listing Rules. Accordingly, the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder are subject to the approval of the Independent Shareholders at the EGM. In accordance with the Listing Rules, the Vendor and his respective associates will abstain from voting on the resolution(s) to approve the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder at the EGM.

GENERAL

The EGM will be convened for the purpose of considering and, if thought fit, approving the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder.

The Independent Board Committee comprising two of the three independent non-executive Directors, namely, Mr. Ho Hin Yip and Mr. U Keng Tin, has been established to advise the Independent Shareholders in connection with the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder. The Company has appointed Pan Asia as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder.

A circular containing, among other things, (i) further details of the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder, (ii) the recommendation of the Independent Board Committee to the Independent Shareholders, (iii) a letter from the independent financial adviser to the Independent Board Committee and the Independent Shareholders and (iv) a notice convening the EGM, will be despatched to the Shareholders on or before 30 October 2015 in accordance with the Listing Rules, so as to allow sufficient time for the preparation of the circular.

As completion of the Acquisition and the Capital Injection is subject to the satisfaction of the Conditions Precedent and may or may not proceed, Shareholders and potential investors should exercise caution when dealing with the Shares.

THE ACQUISITION AGREEMENT

Reference is made to the Company's announcement dated 9 May 2014 in relation to the MOU.

The Board is pleased to announce that further to the MOU, on 21 July 2015 (after trading hours), the Company, being the Purchaser, and the Vendor entered into the Acquisition Agreement, the principal terms of which are set out below:

Date

21 July 2015 (after trading hours)

Parties

Purchaser: the Company

Vendor: Mr. Wong, the chairman of the Board, an executive Director and a substantial Shareholder owning (directly and indirectly) approximately 16.12% of the entire issued share capital of the Company as at the date of this announcement.

Assets to be acquired

Pursuant to the terms of the Acquisition Agreement, the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, the Sale Shares, representing the entire issued share capital of Target BVI, and assign the Shareholder's Loan.

As at the date of this announcement, the Shareholder's Loan amounted to HK\$89,724,544.

Target BVI directly owns the entire issued share capital of Target HK, which in turn directly owns approximately 41.67% equity interest in Target PRC. The remaining equity interest of approximately 58.33% in Target PRC is owned by Zhong An, an independent third party.

As at the date of this announcement, Target PRC has a registered capital of US\$30 million (equivalent to approximately HK\$233 million), which has been fully contributed as to US\$12.5 million (equivalent to approximately HK\$96.9 million) by Target HK and as to US\$17.5 million (equivalent to approximately HK\$135.6 million) by Zhong An prior to the date of this announcement.

Target HK and Zhong An has, on 21 July 2015 (after trading hours), entered into the Capital Injection Agreement, pursuant to which Target HK and Zhong An agreed that Target HK shall be entitled to increase its equity interest in Target PRC from approximately 41.67% to approximately 51.39% by way of additional capital injection by Target HK. Please refer to the section headed "The Capital Injection Agreement" below for further details of the Capital Injection Agreement.

Upon completion of the Acquisition Agreement and the Capital Injection Agreement, the Target Group will become subsidiaries of the Company and, the financials of which will be consolidated into the financial statements of the Group.

Consideration

The Consideration for the Sale Shares and the Shareholder's Loan is RMB170,847,000 (equivalent to approximately HK\$213,558,750), which shall be payable by the Purchaser to the Vendor in cash within 30 days from the date of Completion.

The Consideration shall be funded by the Group's internal resources of which approximately HK\$210 million will be funded by the proceeds which were originally intended for the development of terminal and logistics business of the Company in Rizhao city, Shandong Province, PRC from the issue of the new Shares of the Company as stated in the announcement dated 28 January 2013.

The Consideration was determined by the Vendor and the Purchaser after arm's length negotiations based on normal commercial terms with reference to, inter alia: (i) the opportunity for the Group to gain access to the finance lease business in the PRC and to broaden the income base of the Group; (ii) Target HK being entitled to increase its equity interest in Target PRC by way of capital injection pursuant to the Capital Injection Agreement; and (iii) a preliminary valuation provided by an independent qualified valuer, which is subject to, among other things, the formal valuation report. The preliminary valuation was prepared by using market approach which values a business entity by comparison of the prices at which other similar business nature companies or interests changed hands in arm's length transactions. Latest price-to-earnings ratio and price-to-book ratio have been applied in the preliminary valuation which are considered as common market practice under market approach. The market value of the 100% equity interest of the Target PRC as at 30 June 2015 is RMB410,000,000 (equivalent to approximately HK\$512,500,000).

Conditions Precedent

Completion is conditional upon the following Conditions Precedent being satisfied or, to such extent as the Purchaser thinks fit, waived (whether in full or in part) by the Purchaser on or before the Long Stop Date:

- (1) the passing of a board resolution by the board of directors of Target BVI in a board meeting and of a resolution by the shareholders of Target BVI in a shareholders' meeting approving the share transfer as contemplated under the Acquisition Agreement;
- (2) the approval by the Independent Shareholders at the EGM for the Acquisition Agreement, the Capital Injection Agreement and all transactions contemplated thereunder having been obtained;
- (3) the Purchaser having received from the Vendor a legal opinion on PRC laws confirming, among other things, (a) each of Target PRC and Target Tianjin having been duly established and validly subsisting; (b) the operation and business of Target PRC and Target Tianjin being legal and in compliance with the relevant PRC laws and regulations; (c) each of Target PRC and Target Tianjin having obtained all licenses, permits and/or approvals required for its business operation from all relevant regulatory authorities in the PRC; (d) each of Target PRC and Target Tianjin having obtained the rights to use and occupy all properties owned, leased or occupied by the Target Group; and (e) such other aspects of PRC law as the Purchaser may reasonably consider appropriate or relevant to the transactions contemplated under the Acquisition Agreement;

- (4) the Purchaser being reasonably satisfied with the results of the due diligence exercise (whether legal, financial, operational or other aspects that the Purchaser considers relevant) on the Target Group;
- (5) the Purchaser being reasonably satisfied, from the date of the Acquisition Agreement and at any time before the Completion, that the warranties given by the Vendor under the Acquisition Agreement remain true and accurate in all material respects and is not misleading and that there is no breach in any material respect of any of such warranties or other provisions of the Acquisition Agreement (including without limitation those concerning the Target Group) by the Vendor;
- (6) the Purchaser being satisfied that, from the date of the Acquisition Agreement to Completion, there has been no material adverse change in respect of any member of the Target Group;
- (7) the Purchaser having obtained a valuation report issued by a professional business valuer in Hong Kong that the market value of the Target Group is, in the opinion of such valuer, no less than RMB410,000,000 (equivalent to approximately HK\$512,500,000) as at such reference date which is no later than the Long Stop Date but no earlier than 30 June 2015;
- (8) all necessary approvals in respect of the share transfer contemplated under the Acquisition Agreement having been obtained from all relevant regulatory authorities in Hong Kong and the PRC;
- (9) all necessary approvals in respect of the increase in the registered capital of Target PRC contemplated under the Capital Injection Agreement having been obtained from all relevant regulatory authorities in the PRC; and
- (10) Vendor has undertaken to procure the key management of the Target Group to enter into service agreements with the Target Group to continue their services in the Target Group for three years from the date of Completion.

The Acquisition is not conditional on the disposal of 日照嵐山萬盛港業有限責任公司 (Rizhao Lanshan Wansheng Harbour Company Limited**), a sino-foreign joint venture company established in the PRC which details have been disclosed in the announcement of the Company dated 22 January 2015.

Completion

Completion shall take place on which all the Conditions Precedent set out above have been fulfilled or waived by the Purchaser in accordance with the terms of the Acquisition Agreement (or on such later date as the parties may agree in writing).

THE CAPITAL INJECTION AGREEMENT

On 21 July 2015 (after trading hours), Target HK and Zhong An entered into the Capital Injection Agreement, pursuant to which Target HK and Zhong An agreed that Target PRC shall apply for an increase in its registered capital from US\$30 million (equivalent to approximately HK\$233 million) to US\$36 million (equivalent to approximately HK\$279 million), where the increased amount of US\$6 million (equivalent to approximately HK\$47 million) shall be entirely contributed by Target HK such that Target HK's equity interest in Target PRC shall increase from approximately 41.67% to approximately 51.39% after its contribution of the additional registered capital while Zhong An's equity interest in Target PRC shall decrease from approximately 58.33% to approximately 48.61%.

Pursuant to the Capital Injection Agreement, the contribution of the additional registered capital of US\$6 million (equivalent to approximately HK\$47 million) by Target HK shall take place conditional upon the following conditions precedent:

- (a) the increase in registered capital of Target PRC having been approved by the board of directors of Target PRC;
- (b) the increase in registered capital of Target PRC having been approved by all relevant PRC regulatory authorities; and
- (c) the Acquisition Agreement having been entered into and having been approved by the Independent Shareholders and the relevant regulatory authorities.

The Capital Injection shall be funded by the Group's internal resources of which approximately HK\$210 million will be funded by the proceeds which were originally intended for the development of terminal and logistics business of the Company in Rizhao city, Shandong Province, PRC from the issue of the new Shares of the Company as stated in the announcement dated 28 January 2013.

The Directors expect that the Capital Injection will be completed shortly after the completion of the Acquisition Agreement.

INFORMATION ON THE TARGET GROUP

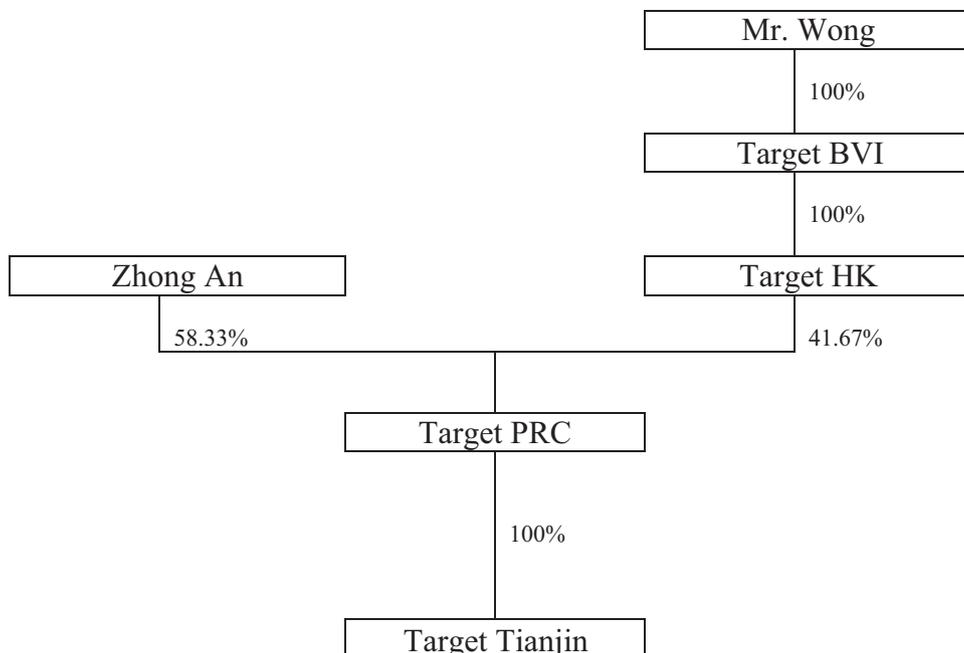
Target BVI was incorporated in the BVI on 25 March 2010 and is wholly owned by the Vendor. Target BVI is principally engaged in investment holding.

Target BVI directly owns the entire issued share capital of Target HK, which was incorporated in Hong Kong on 21 March 2013 and is principally engaged in investment holding.

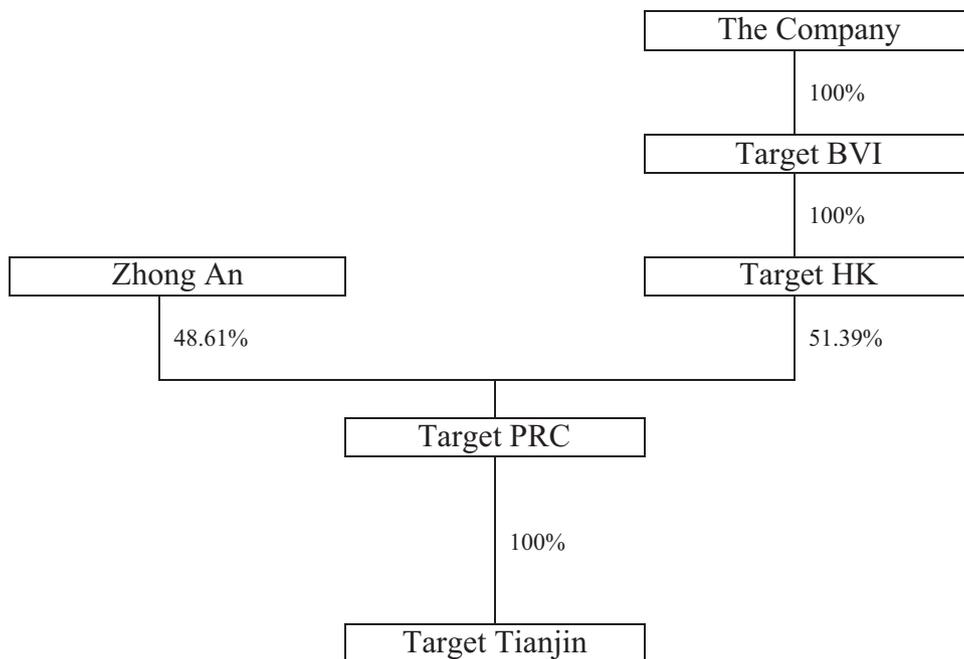
Target HK directly owns approximately 41.67% equity interest in Target PRC. The remaining equity interest of approximately 58.33% in Target PRC is owned by Zhong An, an independent third party.

Target PRC was established in the PRC on 6 April 2010. Target PRC has a direct wholly-owned subsidiary, namely, Target Tianjin. Target Tianjin was established in the PRC on 27 November 2013 by Target PRC.

The shareholding structure of the Target Group immediately before Completion is as follows:



The shareholding structure of the Target Group immediately after Completion and the Capital Injection is as follows:



Each of Target PRC and Target Tianjin is principally engaged in the provision of finance lease and related consultancy services in the PRC. In view of the geographical location of Tianjin which has one of the core ports in the PRC and the transportation business in Tianjin is prosperous in the PRC which means a lot of ships and fixed assets require finance lease and the encouragement from the local government, Target PRC set up Target Tianjin on 27 November 2013 for the development of local business. In general, finance lease is an arrangement where the finance lease provider purchases certain asset (such as machinery) from its customer (or from supplier(s) designated by its customer) in cash at the beginning and lease it back to its customer immediately afterwards in return for a series of monthly rental payments payable by its customers to the finance lease provider over a pre-agreed lease period. While the title of ownership of the asset belongs to the

finance lease provider, the customer of the finance lease provider will have custody and the right to use of the asset throughout the lease period. At the end of the lease period, the title of ownership of the asset will be transferred back to its customer at a nominal consideration. Target PRC and Target Tianjin provide finance lease to their clients and/or provide consultancy services to their clients for the arrangement of suitable financial institutions in the PRC to provide relevant finance lease to their clients.

As at the date of this announcement, Target PRC has a registered capital of US\$30 million (equivalent to approximately HK\$233 million), which has been fully contributed as to US\$12.5 million (equivalent to approximately HK\$96.9 million) by Target HK and as to US\$17.5 million (equivalent to approximately HK\$135.6 million) by Zhong An prior to the date of this announcement. The board of Target PRC includes five directors of which three directors are nominated by Target HK while two directors are nominated by Zhong An. The Target Group has independent management team and save as the two directors in Target PRC, Zhong An does not involve actively in the management of the Target Group. Zhong An is principally engaged in fiduciary management of equity investment funds, investment and financing management and related consultancy services. Zhong An is owned as approximately 93.33% by 北京平安富通投資有限責任公司 (Beijing Pingan Futong Investment Company Limited **) and approximately 6.67% by 北京恆達天潤企業管理諮詢有限公司 (Beijing Hengda Tianrun Enterprise Management Consultancy Limited **).

As advised by the PRC legal advisers to the Company, according to the Administrative Measures on Foreign Investment in the Lease Business (外商投資租賃業管理辦法), the registered capital of Target PRC should not be less than US\$10 million (equivalent to approximately HK\$78 million) and risky asset (calculated by total asset deducted by cash, bank deposits, national debts and entrusted lease assets) cannot be more than 10 times of the net asset value. The Target Group does not need to obtain any special license/permit/approval for its business. Based on the due diligence up to the date hereof and to the best knowledge of the Directors, the Directors are not aware of any non-compliance of the Target Group in relation to the PRC rules and regulations.

Target HK and Zhong An has, on 21 July 2015 (after trading hours), entered into the Capital Injection Agreement, pursuant to which Target HK and Zhong An agreed that Target HK shall be entitled to increase its equity interest in Target PRC from approximately 41.67% to 51.39% by way of additional capital injection by Target HK. Please refer to the section headed “The Capital Injection Agreement” above for further details of the Capital Injection Agreement.

Set out below are certain unaudited consolidated financial information of the Target Group for two years ended 31 December 2012 and 2013 prepared under the Hong Kong Financial Reporting Standards and for the year ended 31 December 2014 prepared under the PRC Financial Reporting Standards:

	For the year ended 31 December 2012 RMB'000	For the year ended 31 December 2013 RMB'000	For the year ended 31 December 2014 RMB'000
Net profit before tax	11,479	28,799	46,098
Net profit after tax	9,156	21,552	34,477

The net profit before tax of the Target Group for the three years ended 31 December 2012, 2013 and 2014 do not contain any extraordinary items. The unaudited consolidated net asset value of the Target Group as at 31 December 2014 was approximately RMB217,344,628 (equivalent to approximately HK\$271,680,785).

The original purchase cost of the Target Group to the Vendor was approximately US\$12.5 million (equivalent to approximately HK\$96.9 million).

REASONS FOR THE ACQUISITION

The Group is principally engaged in the manufacture and trading of polishing materials and equipment, trading of equity securities, investment in terminal and logistics services business and investment holding.

The Board considers that the Acquisition (together with the Capital Injection) is a good opportunity for the Group to diversify its business and develop new revenue streams. As the Target Group generated net profits in the past two years ended 31 December 2013 and 2014 from its finance lease operations, the Board is of the view that the Acquisition provides the Group with an opportunity to gain access to the finance lease business in the PRC, can generate diversified income for the Group, and can enhance Shareholders' value.

The Directors (excluding the independent non-executive Directors whose view will be rendered upon receiving the advice of the independent financial adviser) consider that the terms of Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

As at the date of this announcement, save as disclosed in the announcement of the Company dated 22 January 2015, the Company had not entered or did not propose to enter, into any agreement, arrangement, undertaking (whether formal or informal and whether express or implied) and negotiation (whether concluded or not) with an intention to dispose of or downsize the existing businesses of the Group.

LISTING RULES IMPLICATIONS

The Vendor is a connected person of the Company by virtue of him being the chairman of the Board, an executive Director and a substantial Shareholder holding (directly and indirectly) approximately 16.12% of the entire issued share capital of the Company as at the date of this announcement. As such, the Acquisition (together with the Capital Injection) constitutes a connected transaction on the part of the Company under Chapter 14A of the Listing Rules. The Acquisition (together with the Capital Injection) also constitutes a very substantial acquisition on the part of the Company under Chapter 14 of the Listing Rules. Accordingly, the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder are subject to the approval of the Independent Shareholders at the EGM. In accordance with the Listing Rules, the Vendor and his respective associates will abstain from voting on the resolution(s) to approve the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder at the EGM.

EGM

The EGM will be convened for the purpose of considering and, if thought fit, approving the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder.

The Independent Board Committee comprising two of the three independent non-executive Directors, namely, Mr. Ho Hin Yip and Mr. U Keng Tin, has been established to advise the Independent Shareholders in connection with the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder. The Company has appointed Pan Asia as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder.

A circular containing, among other things, (i) further details of the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder, (ii) the recommendation of the Independent Board Committee to the Independent Shareholders, (iii) a letter from the independent financial adviser to the Independent Board Committee and the Independent Shareholders and (iv) a notice convening the EGM, will be despatched to the Shareholders on or before 30 October 2015 in accordance with the Listing Rules, so as to allow sufficient time for the preparation of the circular.

As completion of the Acquisition and the Capital Injection is subject to the satisfaction of the Conditions Precedent and may or may not proceed, Shareholders and potential investors should exercise caution when dealing with the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Acquisition”	the purchase of the Sale Shares and the Shareholder’s Loan by the Purchaser from the Vendor, on and subject to the terms and conditions of the Acquisition Agreement
“Acquisition Agreement”	the sale and purchase agreement dated 21 July 2015 entered into between the Purchaser and the Vendor in respect of the Acquisition
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Business Day(s)”	a day (other than Saturdays, Sundays and such other days where a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above is in force in Hong Kong), on which licensed banks in Hong Kong are open for business throughout their normal business hours
“BVI”	British Virgin Islands

“Capital Injection”	the proposed capital injection by Target HK into Target PRC by way of increase in the registered capital of Target PRC as contemplated under the Capital Injection Agreement
“Capital Injection Agreement”	the agreement dated 21 July 2015 entered into between Target HK and Zhong An in respect of the Capital Injection
“Company”	PME Group Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the main board of the Stock Exchange with stock code 379
“Completion”	completion of the Acquisition in accordance with the terms and conditions of the Acquisition Agreement
“Completion Date”	the date of Completion, on which all the Conditions Precedent set out above have been fulfilled or waived by the Purchaser in accordance with the terms of the Acquisition Agreement (or on such later date as the parties may agree in writing)
“Conditions Precedent”	the conditions precedent to Completion as set out in the Acquisition Agreement
“connected person(s)”	has the meaning ascribed to it under Chapter 14A of the Listing Rules
“Consideration”	the consideration for the Acquisition payable by the Purchaser to the Vendor in accordance with the terms and conditions of the Acquisition Agreement, being RMB170,847,000
“Director(s)”	directors of the Company
“EGM”	the extraordinary general meeting of the Company to be convened to consider and, if thought fit, approve the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent board committee of the Company, comprising two of the independent non-executive Directors
“Independent Shareholders”	Shareholders other than the Vendor and his associates
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	30 November 2015 or such later date as the Purchaser and the Vendor may agree in writing

“MOU”	the non-legally binding memorandum of understanding dated 9 May 2014 entered into among the Company, the Vendor and Sino Life Insurance Co., Ltd. in respect of the proposed acquisition of the entire issued share capital of Target BVI and a proposed capital injection into Target PRC
“Mr. Wong”	Mr. Wong Lik Ping, an executive Director, the chairman of the Board and a substantial Shareholder owning (directly and indirectly) approximately 16.12% of the entire issued share capital of the Company as at the date of this announcement
“Pan Asia”	Pan Asia Corporate Finance Limited, a licensed corporation under the SFO licensed to conduct type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO, being the independent financial adviser appointed to advise the Independent Board Committee and the Independent Shareholders in relation to the Acquisition Agreement, the Capital Injection Agreement and the transactions contemplated thereunder
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Purchaser”	the Company
“Sale Shares”	such number of shares in Target BVI as shall represent the entire issued share capital of Target BVI immediately before Completion
“Share(s)”	existing ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Shareholder’s Loan”	Being all the loans owned by the Target Group to Mr. Wong
“Target BVI”	China Ever Grand Capital Group Limited, a company incorporated in the BVI on 25 March 2010, which is wholly owned by the Vendor
“Target Group”	Target BVI and its subsidiaries
“Target HK”	Hong Kong Ever Grand Capital Group Limited, a company incorporated in Hong Kong on 21 March 2013, which is wholly owned by Target BVI
“Target PRC”	北京恒嘉國際融資租賃有限公司 (Beijing Ever Grand International Finance Lease Co., Ltd.), a company which was established in the PRC on 6 April 2010 and, before Completion, is owned as to 41.67% by Target HK and 58.33% owned by Zhong An

“Target Tianjin”	恒嘉(天津)融資租賃有限公司 (Ever Grand (Tianjin) Finance Lease Co., Ltd.), a direct wholly-owned subsidiary of Target PRC established on 27 November 2013 in the PRC
“Vendor”	Mr. Wong
“Zhong An”	中安股權投資基金管理(天津)有限公司 (Zhong An Equity Investment Fund Management (Tianjin) Limited), an independent third party
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“US\$”	US dollars, the lawful currency of the United States of America
“%”	per cent.

*** The English translation 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.*

By Order of the Board
PME Group Limited
Lai Ka Fai
Executive Director

Hong Kong, 21 July 2015

As at the date of this announcement, the Board comprises (1) Mr. Wong Lik Ping, Mr. Lai Ka Fai, Mr. Feng Gang and Mr. Tao Ke as Executive Directors; (2) Mr. Cheng Kwok Woo and Ms. Yeung Sau Han Agnes as Non-Executive Directors, and (3) Mr. Goh Choo Hwee, Mr. Ho Hin Yip and Mr. U Keng Tin as Independent Non-Executive Directors.

** for identification purpose only*