

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**SUPPLEMENTAL AGREEMENT  
IN RELATION TO  
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**

Reference is made to the announcement of PME Group Limited (the “**Company**”) dated 21 July 2015 (the “**Announcement**”) in relation to the Acquisition and the Capital Injection. Unless otherwise stated, definitions and terms used herein shall bear the same meanings as defined in the Announcement.

**SUPPLEMENTAL AGREEMENT**

As at the date hereof, the Target Group had an amount of RMB57 million due from Zhong An and an amount of RMB50 million due from 安潤國際保險經紀(北京)有限公司, adding to a total amount of RMB107 million (the “**Repayable Amount**”). With respect to 安潤國際保險經紀(北京)有限公司, a key personnel of the Target PRC is the senior management of 安潤國際保險經紀(北京)有限公司.

On 26 October 2015, the Purchaser and the Vendor entered into a supplemental agreement (the “**Supplemental Agreement**”), with respect to the repayment of the Repayable Amount.

Pursuant to the Supplemental Agreement, within 30 days from the fulfillment of all conditions precedent to the Acquisition Agreement, RMB107 million out of the Consideration will be deposited into the designed bank account of an escrow agent. Such amount will be released to the Vendor upon repayment of the Repayable Amount to the Target Group.

Furthermore, pursuant to the Supplemental Agreement, the Vendor also provided an undertaking that the repayment of the Repayable Amount shall take place before 31 December 2015. If any amount of the Repayable Amount has not been repaid before 31 December 2015, the Vendor will be responsible for the full repayment of any outstanding Repayable Amount by way of setting off the amount in the escrow account. Any remaining balance of the Repayable Amount, after setting off the outstanding Repayable Amount, will be released to the Vendor.

Save as disclosed above, there are no other changes to the Acquisition Agreement and all other terms and conditions of the Acquisition Agreement and the Capital Injection Agreement remain unchanged and continue to be in full force and effect.

The Directors are of the view that the Supplemental Agreement is entered into for the purpose of ensuring repayment of the Repayable Amount.

**Completion of the Acquisition is subject to the satisfaction and/or waiver of the conditions precedent under the Acquisition Agreement and therefore, the Acquisition may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

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

Hong Kong, 26 October 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*