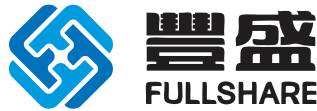


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Fullshare Holdings Limited

豐盛控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00607)

SUPPLEMENTAL AGREEMENT TO THE EQUITY TRANSFER AGREEMENT FOR A DISCLOSEABLE TRANSACTION IN RELATION TO THE ACQUISITION OF THE ENTIRE EQUITY INTEREST IN THE TARGET COMPANY INVOLVING ISSUE OF CONSIDERATION SHARES

Reference is made to the announcement of Fullshare Holdings Limited (the “**Company**”) dated 29 August 2016 (the “**Announcement**”) in relation to the Equity Transfer Agreement entered into between the Company and the Vendor for the acquisition of the entire equity interest in the Target Company. Unless otherwise defined, terms used in this announcement shall have the same meanings as those defined in the Announcement.

INTRODUCTION

On 29 August 2016, the Company and the Vendor entered into the Equity Transfer Agreement. Pursuant to the Equity Transfer Agreement, the Company has conditionally agreed to acquire from the Vendor and the Vendor has conditionally agreed to sell to the Company 100% equity interest in the Target Company in accordance with the terms and conditions in the Equity Transfer Agreement. Completion took place on 7 September 2016, and the Company has allotted and issued the First Tranche Consideration Shares to the Vendor as the partial payment of the Consideration pursuant to the terms of the Equity Transfer Agreement.

As disclosed in the Announcement and pursuant to the terms and conditions of the Equity Transfer Agreement, the Vendor agreed to provide an interest-free loan in the principal amount of RMB650 million to Frontier Rich Investment (the “**Loan**”) by 27 September 2016 (the “**Loan Provision Date**”) to repay the Existing Liabilities of the Target Group. If the Vendor fails to fulfill such obligation, the Company’s obligation to pay for the remaining Consideration of RMB650 million by issue of the Second Tranche Consideration Shares under the Equity Transfer Agreement shall cease. Under such circumstance, the Company shall provide the amount equal to the Existing Liabilities in cash from its internal resources to Frontier Rich Investment for the repayment of the Existing Liabilities before 30 September 2016.

As at the date of this announcement, the Vendor has provided part of the Loan in the principal amount of RMB275 million.

THE SUPPLEMENTAL AGREEMENT

On 27 September 2016 (after trading hours of the Stock Exchange), the parties to the Equity Transfer Agreement entered into a supplemental agreement to the Equity Transfer Agreement (the “**Supplemental Agreement**”) to, among other things, extend the Loan Provision Date and amend the manner of the provision of the Loan by the Vendor. The principal terms of the Supplemental Agreement are as follows:

- (1) the Vendor shall provide the full amount of the Loan to Frontier Rich Investment by making one-time payment or by installment by 26 October 2016 to repay the Existing Liabilities of the Target Group and the Company shall procure Frontier Rich Investment to repay the corresponding amount of the Existing Liabilities equal to the amount of the Loan provided by the Vendor on the same day or within six Business Days upon receipt of each such payment of the Loan. If the Vendor fails to provide the full amount of the Loan by 26 October 2016, the Company’s obligation to pay for the remaining Consideration of RMB650 million by issue of the Second Tranche Consideration Shares under the Equity Transfer Agreement shall cease. Under such circumstance, (i) the Company shall provide the amount equal to the balance of the Existing Liabilities after deducting the amount of the Loan that has been provided to Frontier Rich Investment by the Vendor in cash from its internal resources to Frontier Rich Investment for the repayment of corresponding amount of the Existing Liabilities on or before 1 November 2016; and (ii) the Company will repay the amount of the Loan which has been provided by the Vendor to Frontier Rich Investment within three Business Days after the Vendor refunds the Earnest Money;
- (2) for the avoidance of doubt, in the event that the Vendor (i) fails to provide the full amount of the Loan by 26 October 2016; or (ii) fails to refund the Earnest Money, the Company is not obliged to issue the Second Tranche Consideration Shares or perform its payment obligation for the remaining Consideration of RMB650 million under the Equity Transfer Agreement.

Save as disclosed in this announcement, all other terms and conditions of the Equity Transfer Agreement remain unchanged and in full force and effect.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, save for the First Tranche Consideration Shares issued to the Vendor pursuant to the Equity Transfer Agreement on 7 September 2016, the Vendor is a third party independent of the Company and its connected persons.

REASONS FOR ENTERING INTO THE SUPPLEMENTAL AGREEMENT

The Supplemental Agreement is entered into after arm's length negotiations between the parties. After taking into account that (i) the Completion has taken place on 7 September 2016; (ii) the Company is not obliged to issue the Second Tranche Consideration Shares if the Vendor fails to provide the full amount of the Loan by 26 October 2016 pursuant to the terms of the Supplemental Agreement; and (iii) instead of repaying the Existing Liabilities (whether in whole or in part) by the Company in cash, it is intended that the Existing Liabilities shall be repaid in full by the provision of the full amount of the Loan by the Vendor, which shall be deemed to have been repaid in full upon issuance of the Second Tranche Consideration Shares to the Vendor, the Directors consider that the terms of the Supplemental Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

By order of the Board
Fullshare Holdings Limited
Ji Changqun
Chairman

Hong Kong, 27 September 2016

As at the date of this announcement, the executive Directors are Mr. JI Changqun (Chairman), Mr. SHI Zhiqiang and Mr. WANG Bo; the non-executive Director is Mr. Eddie HURIP; and the independent non-executive Directors are Mr. LAU Chi Keung, Mr. CHOW Siu Lui and Mr. TSANG Sai Chung.