

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.



碧生源控股有限公司
BESUNYEN HOLDINGS COMPANY LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 926)

VERY SUBSTANTIAL DISPOSAL
DISPOSAL OF 100% EQUITY INTERESTS
IN THE TARGET COMPANY

INTRODUCTION

The Board hereby announces that the Vendor (an indirect wholly-owned subsidiary of the Company) and the Purchaser entered into the Equity Transfer Agreement on 31 December 2018 (after trading hours), pursuant to which the Vendor has conditionally agreed to sell and the Purchaser has conditionally agreed to purchase 100% equity interests in the Target Company for a Consideration of RMB555 million payable by the Purchaser entirely in cash. Upon the Completion, the Target Company will cease to be a subsidiary of the Company and the financial results of the members of the Target Group will no longer be consolidated into the financial statements of the Group.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Disposal exceed 75%, the Disposal constitutes a very substantial disposal of the Company, and is therefore subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

EGM

An EGM will be convened and held by the Company to seek Shareholders' approval of the Equity Transfer Agreement and the transactions contemplated thereunder. As far as the Company is aware, none of the Shareholders is materially interested in the Equity Transfer Agreement and the transactions contemplated thereunder and therefore no Shareholder is required to abstain from voting on the resolution in relation to the Equity Transfer Agreement and the transactions contemplated thereunder at the EGM.

A circular containing, among other things, detailed information regarding the Disposal and a notice of the EGM is expected to be despatched to the Shareholders on or before 31 January 2019 to allow sufficient time required for the preparation and finalization of the relevant information for inclusion in the circular.

Completion is conditional upon the satisfaction of the conditions set out in the section headed "Conditions Precedent to Closing" in this announcement. Accordingly, the Disposal may or may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares.

INTRODUCTION

The Board hereby announces that the Vendor (an indirect wholly-owned subsidiary of the Company) and the Purchaser entered into the Equity Transfer Agreement on 31 December 2018 (after trading hours), pursuant to which the Vendor has conditionally agreed to sell and the Purchaser has conditionally agreed to purchase 100% equity interests in the Target Company for a Consideration of RMB555 million payable by the Purchaser entirely in cash. Upon the Completion, the Target Company will cease to be a subsidiary of the Company and the financial results of the members of the Target Group will no longer be consolidated into the financial statements of the Group.

EQUITY TRANSFER AGREEMENT

The major terms of the Equity Transfer Agreement are set out below:

Date:

31 December 2018

Parties:

- (1) Vendor: A Li Yun Shan (Beijing) Business Consulting Co., Ltd.
- (2) Purchaser: Tosalco Pte. Ltd.

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 independent of the Company and its connected persons.

Assets to be Disposed

Pursuant to the Equity Transfer Agreement, the Vendor has conditionally agreed to sell and the Purchaser has conditionally agreed to purchase 100% equity interests in the Target Company. After the Internal Reorganization (as disclosed in the section headed "Internal Reorganization" in detail below) and before the Closing, the Target Company will hold 100% equity interests in Besunyen Property (also an indirect wholly-owned subsidiary of the Company). Besunyen Property is the registered owner of the Besunyen Building.

The Besunyen Building is a building with 11 storeys aboveground and portion of underground parking space situated at Block D, Linglong Tiandi, No. 160 West 4th Ring Road North, Haidian District, Beijing with a planned gross floor area of 11,628.21 square meters. As at the date of this announcement, a floor area of 3,235.89 square meters of the Besunyen Building has been used by the Group as office space and held as fixed assets; and a floor area of 8,392.32 square meters of the Besunyen Building has been leased to Independent Third Parties by Besunyen Property and held as investment real properties.

The unaudited net book value of the Besunyen Building as at 30 September 2018 was approximately RMB284,943,000. According to the Property Valuation Report, the appraised market value of the Besunyen Building as at 30 November 2018 was RMB480,000,000.

Consideration and Payment

The Consideration of RMB555 million was arrived at after arm's length negotiations with reference to the projected net assets of each of the Target Company and Besunyen Property as at 31 December 2018 assuming the Internal Reorganization has been completed then, being approximately RMB311,641,000 and RMB311,641,000 respectively, as well as the appraised value of the Besunyen Building as at 30 November 2018 indicated in the Property Valuation Report, being RMB480,000,000. The parties agree to evaluate the 100% equity interests in the Target Company after the Internal Reorganization so as to confirm the Consideration.

The Consideration shall be payable by the Purchaser to the Vendor in the following manners:

- (1) 90% of the Consideration shall be paid by the Purchaser to the Vendor within ten (10) Business Days after the satisfaction of all conditions precedent to Closing as agreed under the Equity Transfer Agreement (the “**Initial Payment**”); and
- (2) the remaining 10% of the Consideration shall be paid by the Purchaser to the Vendor within ten (10) Business Days upon the first anniversary date of the Closing; provided that no liquidated damages or other amounts confirmed by the Parties shall be paid by the Vendor to the Purchaser as agreed in the Equity Transfer Agreement (the “**Remaining Balance**”).

Adjustment of Consideration

Within five (5) Business Days of the date of the Closing, the Vendor shall prepare a balance sheet as at the date of the Closing of the Target Company. If any of the adjusting events occurs and causes the variation between the balance sheet of the Target Company as at the Closing and the projected balance sheet of the Target Company as at 28 February 2019 (the expected date of Closing) to exceed RMB50,000, the Consideration shall then be adjusted accordingly, i.e., the Purchaser shall pay the difference within five (5) Business Days after the determination of the adjusting amount to the account designated by the Vendor (in case of upward adjustment as compared with the Consideration), or the Vendor shall pay the difference within five (5) Business Days after the determination of the adjusting amount to the account designated by the Purchaser (in case of downward adjustment as compared with the Consideration). If there is no adjusting event or the variation does not exceed RMB50,000, the Consideration will not be changed.

“Adjusting events” mainly include the following activities between the date of the Equity Transfer Agreement and the date of Closing: (i) distribution of dividends by the Target Company; (ii) transfer of funds of the Target Company by means of charging service fees; and (iii) recording unreasonable fee in the accounts of the Target Company.

Internal Reorganization

The following internal reorganization (the “**Internal Reorganization**”) shall be carried out: (i) the Target Company shall hold 60% equity interests in Besunyen Property before 31 December 2018 (the “**First-step Reorganization**”); and (ii) the Target Company shall receive the 40% equity interests in Besunyen Property from Beijing Outsell on or before 15 January 2019, thus owning 100% equity interests in Besunyen Property, and the debt of RMB300 million owed by Besunyen Property to the Target Company shall have been converted to equity interests held by the Target Company in Besunyen Property (the “**Second-step Reorganization**”).

As at the date of this announcement, the Target Company has held 60% equity interests in Besunyen Property, Beijing Outsell holds the rest 40%.

Letter of Guarantee

- (1) Within eight (8) Business Days after the Equity Transfer Agreement is signed and the Target Company holds 60% equity interests in Besunyen Property, the Purchaser shall provide a letter of guarantee to the Company for an amount of 20% of the Consideration valid until 28 February 2019. If the Closing occurs after 28 February 2019, the validity of the letter of guarantee shall be extended to the date of Closing confirmed by the parties. At the same time that the Purchaser provides the above-mentioned letter of guarantee, the Company shall return the letter of guarantee dated 19 November 2018 for an amount of USD4 million provided by the Purchaser. If the conditions precedent to the effectiveness of the Equity Transfer Agreement have not been fulfilled and have not been waived by the Purchaser (if the Purchaser has the right to do so), the Purchaser is entitled to unilaterally terminate and retrieve the letter of guarantee.

The amount of USD4 million of the letter of guarantee dated 19 November 2018 was made by reference to 5% of the Consideration. Providing of such letter of guarantee is the condition for permitting the Purchaser to conduct due diligence on the Target Company.

- (2) Within five (5) Business Days after the Disposal has been registered by the parties with the AIC and the Purchaser has received a notice on approval for alteration of registration or a receipt from the AIC, the Purchaser shall provide a letter of guarantee to the Company for an amount of 70% of the Consideration valid until 28 February 2019. If the Closing occurs after 28 February 2019, the validity of the letter of guarantee shall be extended to the date of Closing confirmed by the parties. If the conditions precedent to Closing have not been fulfilled and have not been waived by the Purchaser (if the Purchaser has the right to do so), the Purchaser is entitled to unilaterally terminate and retrieve the letter of guarantee and the above-mentioned letter of guarantee for an amount of 20% of the Consideration.
- (3) At the same time of the Initial Payment by the Purchaser, the Company shall return all the above-mentioned letters of guarantee provided by the Purchaser, including the letter of guarantee for an amount of USD4 million (if any), the letter of guarantee for an amount of 20% of the Consideration and the letter of guarantee for an amount of 70% of the Consideration.

- (4) The Vendor or an affiliate designated by it shall provide letters of guarantee to a domestic affiliate designated by the Purchaser prior to the Initial Payment valid until the date when all outstanding issues listed in the Equity Transfer Agreement have been resolved or the date indicated in the letters of guarantee, for a total amount covering the remediation costs for the resolution of such issues. If the Vendor or the affiliate designated by it fails to provide such letters of guarantee before the Initial Payment, the Purchaser is entitled to deduct in full the expenses of the outstanding issues which should have been resolved but remain unresolved at the Closing when it makes the Initial Payment.

Conditions Precedent to Effectiveness of the Equity Transfer Agreement

The Equity Transfer Agreement shall be established on the date it is signed by the parties and shall take effect after all conditions precedents set out below have been satisfied or have been waived by the Purchaser. The conditions precedent waived by the Purchaser will become the closing obligations of the Vendor:

- (1) The alteration registration of the Internal Reorganization with the AIC has been completed and the Vendor has provided relevant materials to the Purchaser. All matters related to the Internal Reorganization shall comply with the requirements of applicable laws and regulations and the structure of the transaction has been recognized by the Purchaser;
- (2) The Vendor and the Purchaser shall respectively obtain the approval(s) required for and applicable to the Disposal, and the approval of the Disposal at a general meeting of the Company shall be obtained. The Vendor shall obtain the approval of the announcement and circular in relation to the Disposal from the Stock Exchange;
- (3) A lease contract has been signed between the Vendor or an affiliate designated by it and the Purchaser or a domestic third party designated by it in respect of the Levels 10 and 11 of the Besunyen Building; and
- (4) The parties have reached an agreement on the remediation plan and the remediation costs allocation plan in relation to the outstanding issues listed in the Equity Transfer Agreement, and the Vendor or an affiliate designated by it has provided all letters of guarantee for remediation to a domestic affiliate designated by the Purchaser covering the relevant remediation costs.

The Purchaser is entitled to waive all the conditions set out above (save for condition (2) which is not waivable). As at the date of this announcement, condition (3) has been fulfilled.

Conditions Precedent to Closing

The Closing shall be conditional upon and subject to the satisfaction or the Purchaser's waiver of the following conditions precedent. If the Purchaser continues to perform the Equity Transfer Agreement after waiver of the conditions precedent in whole or in part, then the conditions precedent so waived shall become the post-closing obligations of the Vendor. The Vendor shall fulfil the post-closing obligations within sixty (60) days after the Closing:

- (1) All conditions precedent to the effectiveness of the Equity Transfer Agreement have been satisfied or waived by the Purchaser;
- (2) The registration of the Disposal with the AIC has been completed and the Target Company has received a new business license;
- (3) The Purchaser has provided the letters of guarantee to the Company as agreed in the Equity Transfer Agreement;
- (4) The parties have paid taxes in full as agreed in the Equity Transfer Agreement and have completed the filing with the relevant commission of commerce and the registration procedures with the relevant foreign exchange authority;
- (5) The outstanding issues and required expenses listed in the Equity Transfer Agreement have been resolved by the Vendor appropriately or a resolution plan has been concluded to the satisfaction of the Purchaser in writing, and the Vendor has provided the letters of guarantee covering the relevant remediation costs; and
- (6) With the confirmation of the Purchaser, the rental proceeds of the Besunyen Building from 1 January 2019 to the date of Closing have been reserved to the Besunyen Property's account and the parties confirm that the reserved rental proceeds will not be applied to adjust the Consideration.

The Purchaser is entitled to waive all the conditions set out above (save for condition (3) which is not waivable). As at the date of this announcement, none of the conditions set out above has been fulfilled.

Closing

Within five (5) Business Days from the date when all conditions precedent to Closing have been fulfilled or waived by the Purchaser, the Vendor shall provide, and cause the Target Company to provide the Purchaser with the items listed in the list of project deliverables and any additional documents, materials and objects required by the Target Company in the ordinary course of business from the date of the Equity Transfer Agreement up to the Closing date; and the Vendor shall hand over the Target Company, Besunyen Property and the Besunyen Building to the Purchaser on an as is basis. The Closing shall occur when the above matters are completed by the Vendor. Starting from the Closing date, the rights and obligations and the associated risks of the Target Company and the Besunyen Building will be assumed by the Purchaser as a whole.

Whether due to a force majeure event or for a reason attributable to the Vendor or the Purchaser, if the Closing under the Equity Transfer Agreement does not occur by 31 August 2019, either party may terminate the Equity Transfer Agreement by written notice to the other Party.

Industrial and Commercial Registration

Within five (5) Business Days after the Equity Transfer Agreement was signed and the Purchaser provided the letter of guarantee for an amount of 20% of the Consideration to the Company, the Vendor and the Target Company shall identify the documents and materials required for the registration of this transaction at the online platform of Beijing Administration for Industry and Commerce. Thereafter, the parties shall cooperate with each other in preparing the application documents required by the AIC for alteration registration and going through the registration procedures for transfer of equity. The Purchaser will keep the notice on approval for alteration of registration or the receipt issued by the local AIC. The Vendor shall complete the industrial and commercial registration within ten (10) Business Days after submission of the documents. The new business license of the Target Company shall be received and kept by the Purchaser after the Purchaser presents the letter of guarantee for an amount of 70% of the Consideration to the Company.

If the Equity Transfer Agreement was terminated or invalidated as the conditions for the effectiveness of the agreement have not been fulfilled, the Purchaser undertakes to use its best efforts to provide assistance at the Vendor's request in the procedures and actions required for revocation of the transfer of equity, including without limitation the cancellation and alteration registration procedures in relation to the filing with the relevant commission of commerce, reinstatement of the industrial and commercial registration regarding the Vendor's ownership of the equity interests in the Target Company, and alteration and cancellation of the foreign exchange information, cancellation of declaration of withholding taxes, refund of withholding taxes and return of the letters of guarantee.

Special Breach of Contract Liability

Any party who commits a special breach of contract as stated below shall pay an amount of liquidated damages equal to RMB60 million to the other party. A special breach of contract refers to:

(1) with respect to the Vendor:

- a. a deliberate and intentional prevention of the industrial and commercial registration, filing with the commission of commerce, the payment of taxes in relation to the Disposal, and the registration procedures with the relevant foreign exchange authority in relation to the Target Company;
- b. a deliberate and intentional prevention of the fulfilment of a condition precedent to Closing;
- c. an act of breaching representations and warranties in bad faith; and
- d. except for any reason attributable to the Purchaser or a force majeure event, a failure to complete the Closing which persists for more than six (6) months, rendering the Closing impossible.

(2) with respect to the Purchaser:

- a. a deliberate and intentional prevention of the fulfilment of a condition precedent to Closing;
- b. a failure to pay the Consideration (in part or in whole) to the Vendor in a timely manner and such failure continues within ten (10) days after the Vendor sends a payment reminder;
- c. an act of breaching representations and warranties in bad faith; and
- d. except for any reason attributable to the Vendor or a force majeure event, a failure to complete the Closing which persists for more than six (6) months, rendering the Closing impossible.

INFORMATION OF THE TARGET COMPANY AND BESUNYEN PROPERTY

The Target Company is a limited liability company incorporated under the laws of the PRC and an indirect wholly-owned subsidiary of the Company, and is a vehicle which holds Besunyen Building for the transaction. The Target Company was legally incorporated in July 2018. As at 30 September 2018, since the First-step Reorganization hasn't been completed, the unaudited net assets of the Target Company were nil, and the unaudited net profits (before and after taxation) of the

Target Company for the period from its incorporation to 30 September 2018 were nil. The Target Company will fully control the whole equity interests in Besunyen Property on or before 15 January 2019.

Besunyen Property is a limited liability company incorporated under the laws of the PRC and an indirect wholly-owned subsidiary of the Company. The major asset of Besunyen Property is the Besunyen Building, and it's mainly engaged in leasing commercial and office space. As at 30 September 2018, the unaudited total assets of Besunyen Property were approximately RMB337,519,000, and the unaudited net assets were approximately RMB16,130,000 (with the outstanding debts to a member of the Group for an amount of RMB300 million¹). Set out below are the unaudited financial data of Besunyen Property (based on the accounts prepared in accordance with IFRS) for the financial year ended 31 December 2017 and the nine months ended 30 September 2018:

	For the financial year ended 31 December 2017 ^{Note} RMB	For the nine months ended 30 September 2018 RMB
Revenue	1,473,000	17,861,000
Gross Profits	518,000	9,320,000
Operating Profits	200,000	5,546,000
Financing Expenses	(662,000)	(15,657,000)
Net Profits (before tax)	(461,000)	(10,111,000)
Net Profits (after tax)	(346,000)	(7,584,000)

Note: Besunyen Property was incorporated in June 2017. The financial data disclosed in this column are for the period from the date of its incorporation up to 31 December 2017.

GENERAL INFORMATION OF THE GROUP AND THE PARTIES

The Group

The Group is a leading provider of therapeutic teas in the PRC, mainly engaged in the research and development, production, sale and promotion of therapeutic teas and medicines.

¹ During the Second-step Reorganization, the Target Company will become the creditor of such debts; upon completion of the Second-step Reorganization, such RMB300 million debts owned by Besunyen Property to the Target Company will be fully converted to equity interests held by the Target Company in Besunyen Property.

Vendor

The Vendor is a company incorporated with limited liability under the laws of the PRC and an indirect wholly-owned subsidiary of the Company, owning 100% equity interests in the Target Company, mainly engaged in providing business consulting services to the members of the Group.

Purchaser

The Purchaser is a company incorporated with limited liability under the laws of Singapore, mainly engaged in real property investment, development and operations and a wholly-owned subsidiary of Keppel Land China.

Keppel Land China is a wholly-owned subsidiary of Keppel Land, the property arm of Keppel Corporation, a multi-business company providing robust solutions for sustainable urbanisation, to meet the growing need for energy, infrastructure, clean environments, high quality homes and offices, and connectivity. Keppel Land is geographically diversified in Asia, in Singapore, China, Vietnam, Indonesia, the Philippines and other markets. Keppel Land China is focused on developing township, residential, waterfront, commercial and mixed-use developments in China. Over the years, the company has expanded its footprint in China to close to 10 cities. To date, Keppel Land China has about 20 projects with a pipeline of more than 20,000 homes. Keppel Land China is an investor in the government-to-government project, the Sino-Singapore Tianjin Eco-City (Eco-City). It also plays the role of the developer for the Keppel Group's eco-developments in the Eco-City.

FINANCIAL EFFECTS OF THE DISPOSAL

The Disposal is expected to record a gain of approximately RMB213 million, calculated assuming the Disposal is completed on 30 September 2018 and with reference to the difference between (i) the Consideration (RMB555 million) and (ii) the unaudited net book value of the Besunyen Building as at 30 September 2018 (approximately RMB285 million) and the transaction costs, taxes and expenditures of the Disposal (approximately RMB57 million). The relevant calculations are estimates provided for illustrative purpose only. The actual gain attainable by the Group depends on the actual book value of the Target Group as at the Completion of the Disposal.

REASONS FOR AND BENEFITS OF THE DISPOSAL

The Board believes that the Disposal represents a good opportunity to realize sizable proceeds from the sale of the property. The net proceeds from the Disposal would be approximately RMB520 million (equal to the proceeds from the Disposal minus relevant transaction costs). The Group intends to use the net proceeds from the Disposal for the following purposes: (i) approximately RMB120 million will be used to replenish the working capital for the day-to-day operation of the Group to expand the existing business of the Group and increase market presence; (ii) approximately RMB150 million

will be used to repay debts to reduce the financial costs of the Group; and (iii) the remaining approximately RMB250 million will be used to distribute dividends to the Shareholders, and/or be used for potential investments (if encountering good investment opportunities); in each case subject to actual conditions and the resolution of the Board from time to time.

To ensure that the Group can continue to conduct business at the existing office after the Disposal and the Group's business operations will not be affected by the Disposal, Beijing Outsell (an indirect wholly-owned subsidiary of the Group) entered into a property lease contract (the "**Property Lease Contract**") with Besunyen Property on the day when the Equity Transfer Agreement was signed, pursuant to which Beijing Outsell leases the tenth and eleventh floors of the Besunyen Building from Besunyen Property for office use (with a total floor area of 1,984.98 square meters) (the "**Lease**"). The lease term is three (3) years commencing from the date of Closing of the Disposal. The rent shall be RMB9.5/square meter/day (including VAT).

Based on the above, the Directors (including the independent non-executive Directors) are of the view that the terms of the Equity Transfer Agreement and the transactions contemplated thereunder are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Disposal exceed 75%, the Disposal constitutes a very substantial disposal of the Company, and is therefore subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

As all the applicable percentage ratios (as defined under the Listing Rules) in respect of the Lease, calculated based on the value of the right-of-use assets are less than 5%, the Lease does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

EGM

An EGM will be convened and held by the Company to seek Shareholders' approval of the Equity Transfer Agreement and the transactions contemplated thereunder. As far as the Company is aware, none of the Shareholders is materially interested in the Equity Transfer Agreement and the transactions contemplated thereunder and therefore no Shareholder is required to abstain from voting on the resolution in relation to the Equity Transfer Agreement and the transactions contemplated thereunder at the EGM.

A circular containing, among other things, detailed information regarding the Disposal and a notice of the EGM is expected to be despatched to the Shareholders on or before 31 January 2019 to allow sufficient time required for the preparation and finalization of the relevant information for inclusion in the circular.

Completion is conditional upon the satisfaction of the conditions set out in the section headed “Conditions Precedent to Closing” in this announcement. Accordingly, the Disposal may or may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless otherwise defined or the context otherwise requires, the following words shall have the following meanings:

“AIC”	means	the applicable administration for industry and commerce
“Beijing Outsell”	means	Beijing Outsell Health Product Development Co., Ltd. (北京澳特舒爾保健品開發有限公司), a limited liability company incorporated under the laws of the PRC, and an indirect wholly-owned subsidiary of the Company
“Besunyen Building”	means	Besunyen Building situated at Block D, Linglong Tiandi, No. 160 West 4th Ring Road North, Haidian District, Beijing
“Besunyen Property”	means	Beijing Besunyen Property Management Co., Ltd. (北京碧生源物業管理有限公司), a limited liability company incorporated under the laws of the PRC, and an indirect wholly-owned subsidiary of the Company as at the date of this announcement
“Board”	means	the board of Directors
“Business Day”	means	any calendar day except Saturday, Sunday and all statutory holidays in Singapore and China
“Company”	means	Besunyen Holdings Company Limited (碧生源控股有限公司), a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the main board of the Stock Exchange
“Completion” or “Closing”	means	the completion of the Disposal in accordance with the terms of the Equity Transfer Agreement
“connected person(s)”	means	has the meaning ascribed to it in the Listing Rules
“Consideration”	means	the consideration payable by the Purchaser to the Vendor with respect to the Disposal in accordance with the terms and conditions of the Equity Transfer Agreement

“controlling shareholder”	means	has the meaning ascribed to it in the Listing Rules
“Directors”	means	the directors of the Company
“Disposal”	means	the Vendor’s sale of 100% equity interests in the Target Company to the Purchaser in accordance with the Equity Transfer Agreement
“EGM”	means	an extraordinary general meeting to be convened and held by the Company to seek the approval of the Shareholders at their discretion regarding the Equity Transfer Agreement and the transactions contemplated thereunder
“Equity Transfer Agreement”	means	the equity transfer agreement entered into between the Purchaser and the Vendor regarding the Disposal on 31 December 2018
“Group”	means	the Company and its subsidiaries
“Hong Kong”	means	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party”	means	the individuals or companies independent of the Company and its connected persons
“Listing Rules”	means	the Rules Governing the Listing of Securities on the Stock Exchange
“Property Valuation Report”	means	the property valuation report issued by Asia-Pacific Consulting and Appraisal Limited, an independent valuer, on 10 December 2018 setting out the appraised market value of Besunyen Building as at 30 November 2018 adopting income approach
“Purchaser”	means	Tosalco Pte. Ltd., a limited liability company incorporated under the laws of Singapore
“RMB”	means	Renminbi, the lawful currency of the PRC
“Shareholders”	means	the holder of the shares of the Company
“Singapore”	means	the Republic of Singapore
“Stock Exchange”	means	The Stock Exchange of Hong Kong Limited

- “Target Company” means Beijing Chang Sheng Business Consulting Co., Ltd. (北京暢升商務諮詢有限公司), a limited liability company incorporated under the laws of the PRC, and an indirect wholly-owned subsidiary of the Company as at the date of this announcement
- “Target Group” means the Target Company and its subsidiaries
- “Vendor” means A Li Yun Shan (Beijing) Business Consulting Co., Ltd. (阿利雲山(北京)商務諮詢有限公司), a limited liability company incorporated under the laws of the PRC, and an indirect wholly-owned subsidiary of the Company

By order of the Board
Besunyen Holdings Company Limited
Zhao Yihong
Chairman and Chief Executive Officer

Hong Kong, 31 December 2018

As at the date of this announcement, the executive Directors are Mr. Zhao Yihong (Chairman and Chief Executive Officer) and Ms. Gao Yan (Vice Chairman); the non-executive Director is Mr. Zhuo Fumin; and the independent non-executive Directors are Mr. Huang Jingsheng, Mr. Ren Guangming and Mr. He Yuanping.