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GREAT WORLD COMPANY HOLDINGS LTD
世大控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8003)

VOLUNTARY ANNOUNCEMENT
MEMORANDUM OF UNDERSTANDING
IN RESPECT OF THE POSSIBLE ACQUISITION

This is a voluntary announcement made by Company.

The Board is pleased to announce that on 24 April 2015 (after trading hours), the Purchaser, a direct wholly-owned subsidiary of the Company, and the Seller entered into the MOU indicating, amongst others, their intention to enter into a definitive legally binding agreement in respect of the Possible Acquisition during the Exclusivity Period.

Save and except for the Binding Provisions, the MOU is not legally binding and the Possible Acquisition may or may not proceed. Shareholders of the Company and/or potential investors are reminded that the Possible Acquisition is subject to, among other things, the entering into of the Definitive Agreement, the terms of which are yet to be finalized. The Possible Acquisition is also subject to and conditional upon such conditions as may be agreed by the parties to the Definitive Agreement. The MOU may or may not lead to the entering into of the Definitive Agreement and the Possible Acquisition may or may not proceed. There is no assurance as to whether and when the Possible Acquisition will take place. Shareholders of the Company and/or potential investors are advised to exercise caution when dealing in the securities of the Company.

This is a voluntary announcement made by Great World Company Holdings Ltd (the “**Company**”, and together with its subsidiaries, the “**Group**”).

The board (the “**Board**”) of directors of the Company (the “**Directors**”) is pleased to announce that on 24 April 2015 (after trading hours), Great World Investments Limited, a direct wholly-owned subsidiary of the Company (the “**Purchaser**”) and a potential seller (the “**Seller**”) entered into a memorandum of understanding (the “**MOU**”) indicating, amongst others, their intention to enter into a definitive legally binding agreement (the “**Definitive Agreement**”) in respect of the possible acquisition (the “**Possible Acquisition**”) of 51% equity interest of Best Sky Holdings Limited, a company incorporated in the British Virgin Islands with limited liability (the “**Target Company**”), during the Exclusivity Period (as defined below).

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Seller is an individual who is a third party independent to the Company and its connected person(s) (as defined under the Rules Governing the Listing of Securities on the Growth Enterprise Market (the “**GEM**”) of The Stock Exchange of Hong Kong Limited (the “**GEM Listing Rules**”).

PRINCIPAL TERMS OF THE MOU

The principal terms of the MOU are, among others, set out below:–

Proposed consideration

Pursuant to the MOU, it states that the amount of the consideration for the Possible Acquisition shall be subject to agreement by the parties to the MOU and to be set out in the Definitive Agreement.

Upon signing of the MOU, the Purchaser has agreed to pay a sum of HK\$15,000,000, being the earnest money of the Possible Acquisition (the “**Earnest Money**”), in cash to the Seller. In the event that the Definitive Agreement is entered into by the parties to the MOU during the Exclusivity Period (as defined below), the Earnest Money would become the part payment of the consideration for the Possible Acquisition.

The Earnest Money is without collateral. If the MOU is terminated under the situations as stated in the paragraph headed “Termination” below, the Seller shall, within three calendar days from the day on which the MOU is terminated, return the Earnest Money to the Purchaser.

Reorganization

Pursuant to the MOU, during the Exclusivity Period (as defined below), the Seller intends and has capacity to arrange and procure the existing shareholders of 江蘇廣誠生態景觀有限公司 (*Jiangsu Guangcheng Ecology Landscape Co., Ltd.), a company incorporated in the People's Republic of China (the "**PRC**") with limited liability (the "**PRC Company**"), to carry out the restructuring works (the "**Reorganization**") such that, upon completion of the Reorganization, the Target Company will, through its direct wholly-owned subsidiary, Asset Express Limited, a company incorporated in Hong Kong with limited liability (the "**HK Company**", and together with "Target Company" and "PRC Company", the "**Target Group**"), indirectly hold the entire equity interest of the PRC Company.

Due diligence

Pursuant to the MOU, the Purchaser (and its agents and/or advisers) shall be entitled to assess and review the records and affairs of the Target Group for the purpose of due diligence exercise.

Exclusivity

The parties to the MOU have agreed that the Seller shall not, and shall procure the PRC Company and its shareholders not to, directly or indirectly, during the period from the date of the MOU to 30 June 2015 or such longer period as the parties thereto may agree in writing (the "**Exclusivity Period**"), discuss, negotiate or enter into any contract or agreement with or give any undertaking in favour of any third party for the purpose of frustrating or impeding the furtherance of the Possible Acquisition; and that the parties thereto shall negotiate, in good faith, for the terms of the Definitive Agreement.

Termination

The MOU shall be terminated upon the earlier of (i) the Seller having breached of the exclusivity of negotiation in the paragraph headed "Exclusivity" above; (ii) the expiry of the Exclusivity Period and the Definitive Agreement is not entered into by the parties to the MOU during the Exclusivity Period; (iii) the expiry of the Exclusivity Period and the Reorganization is not completed by the Seller during the Exclusivity Period; (iv) the Definitive Agreement having been entered into by the parties to the MOU; (v) the mutual termination by the parties to the MOU; or (vi) the Purchaser serving notice to the Seller stating that it is not satisfied with the results of the due diligence of the Target Group.

Non-legally binding effect

Save and except for provisions relating to payment and refund of the Earnest Money, confidentiality, exclusivity, termination and governing law and jurisdiction of the MOU (the "**Binding Provisions**"), the MOU is not legally binding on the relevant parties.

INFORMATION ABOUT THE TARGET GROUP AND THE GROUP

The HK Company is a direct wholly-owned subsidiary of the Target Company, an investment holding company, and is also an investment holding company. As at the date of this announcement, the Seller is the sole owner of the Target Company.

After the Reorganization, the PRC Company will become a direct wholly-owned subsidiary of the HK Company. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the PRC Company is principally engaged in constructing landscaping projects and earth-rock engineering, providing afforested maintenance and planting and selling forest trees and flowers.

The Group is principally engaged in (i) iron mine business, (ii) property business, and (iii) cultivation and research of the fine and new varieties of forest products together with the research and promotion of product cultivation technology for producing clean energy purposes; all operated in the PRC.

POSSIBLE NOTIFIABLE TRANSACTION

It is expected that the transaction contemplated under the MOU, if materialised, may constitute a notifiable transaction under Chapter 19 of the GEM Listing Rules and the Company shall comply with the relevant disclosure and/or shareholders' approval requirement(s) accordingly where appropriate.

The Board wishes to emphasise that save and except for the Binding Provisions, the MOU is not legally binding and the Possible Acquisition may or may not proceed. Shareholders of the Company and/or potential investors are reminded that the Possible Acquisition is subject to, among other things, the entering into of the Definitive Agreement, the terms of which are yet to be finalized. The Possible Acquisition is also subject to and conditional upon such conditions as may be agreed by the parties to the Definitive Agreement. The MOU may or may not lead to the entering into of the Definitive Agreement and the Possible Acquisition may or may not proceed. There is no assurance as to whether and when the Possible Acquisition will take place. Shareholders of the Company and/or potential investors are advised to exercise caution when dealing in the securities of the Company.

By Order of the Board
Great World Company Holdings Ltd
Ng Mui King, Joky
Chairman

Hong Kong, 24 April 2015

As at the date of this announcement, the Board comprises (i) three executive Directors, namely Ms. Ng Mui King, Joky, Mr. Tong Wang Shun and Mr. Zhang Yanqiang; and (ii) three independent non-executive Directors, namely Mr. Chung Koon Yan, Mr. Chan Ying Cheong and Ms. Zhao Yongmei.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Company Announcements” page of the GEM website (<http://www.hkgem.com>) for at least 7 days from the date of its publication and on the Company’s website (<http://www.gwchl.com>).

** For identification purpose only*