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V.S. INTERNATIONAL GROUP LIMITED

威 鉞 國 際 集 團 有 限 公 司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1002)

DISCLOSEABLE TRANSACTION

THE ACQUISITION AGREEMENT

On 5 February 2015 (after trading hours), the Purchaser, a wholly-owned subsidiary of the Company entered into the Acquisition Agreement with the Vendor, the Guarantors, the Project Company and the Target Company, pursuant to which, among other matters, (i) the Purchaser conditionally agreed to purchase and the Vendor conditionally agreed to dispose of the Sale Shares, representing 20% of the issued share capital of the Target Company, at the total consideration of RMB44 million; and (ii) the Vendor agreed to grant the Option to the Purchaser to acquire the Option Shares, representing 80% of the issued share capital of the Target Company, at the sole discretion of the Purchaser, subject to the fulfillment of certain conditions set out in the Acquisition Agreement.

The Project Company holds a power generation project involving the development of the Solar Power Plant in the Inner Mongolia Autonomous Region, the PRC.

LISTING RULE IMPLICATIONS

As the applicable percentage ratio exceeds 5% but is less than 25%, the Acquisition constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements but is exempt from the shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules.

Reference is made to the announcement of the Company dated 7 January 2015 in relation to, among other matters, the memorandum of understanding entered into between the Company and the Vendor regarding the proposed acquisition of interests in a company to be restructured to hold the Target Project.

THE ACQUISITION AGREEMENT

Date

5 February 2015 (after trading hours)

Parties

- (1) Energy Ally Global Limited, an investment holding company incorporated in the BVI with limited liability and a wholly-owned subsidiary of the Company, as purchaser;
- (2) Ms. Hui Sai Ha, a Hong Kong individual, the sole shareholder of the Target Company and the legal representative of the Project Company, as vendor;
- (3) Ms. Li Yongjia, a PRC individual and the holder of 10% equity interest in the Project Company, as guarantor;
- (4) Ms. Xu Wanting, a PRC individual and the holder of 90% equity interest in the Project Company, as guarantor;
- (5) 內蒙古晶兆萊光伏電力有限公司 (Inner Mongolia Gujing Zhaolai Photovoltaic Company Limited*), a company established in the PRC principally engaged in the development of solar photovoltaic power plant and holding the Target Project; and
- (6) Cadre Project Development Company Limited (凱達爾項目控股有限公司), a company incorporated in Hong Kong and the indirect holding company of the Project Company upon completion of the Reorganisation.

The Directors confirm that to the best of their knowledge, information and belief, having made all reasonable enquiries, each of the Vendor, the Guarantors, the Target Company, the Project Company and their respective ultimate beneficial owners (if applicable), are third parties independent of the Company and connected persons of the Company.

Subject matter

Pursuant to the Acquisition Agreement, the Purchaser conditionally agreed to purchase and the Vendor conditionally agreed to dispose of the Sale Shares, representing 20% of the issued share capital of the Target Company.

Consideration

Pursuant to the Acquisition Agreement, the Acquisition Consideration is RMB44 million (equivalent to approximately HK\$55 million), which shall be settled in the following manner:

- (i) a deposit of RMB23 million (equivalent to approximately HK\$29 million) (“**First Deposit**”) shall be payable by the Purchaser to the Vendor or its nominee by cheque or other payment methods as agreed between the parties within three business days after the date of the Acquisition Agreement;
- (ii) a further deposit of RMB21 million (equivalent to approximately HK\$26 million) (“**Second Deposit**”, together with the First Deposit, the “**Deposits**”) shall be payable by the Purchaser to the Vendor or its nominee(s) by cheque or other payment methods as agreed between the parties within three business days after the Purchaser and the Vendor have confirmed the fulfillment of the following conditions:
 - (a) the delivery of certain assessment reports and government approval documents in relation to the Target Project as stipulated in the Acquisition Agreement (including, among others, government approval of the environmental impact assessment report of the Target Project) by the Vendor to the Purchaser; and
 - (b) the delivery to the Company of a preliminary legal due diligence report on the Target Project (in form and substance satisfactory to the Company) by a PRC legal adviser appointed by the Company; and
- (iii) in the event that the full amount of the Acquisition Consideration has not been settled before Acquisition Completion Date, any outstanding balance of the Acquisition Consideration shall be payable by the Purchaser to the Vendor or its nominee(s), by cheque or other payment methods as agreed between the parties, on the Acquisition Completion Date.

Upon Acquisition Completion, the Deposits shall be applied to the satisfaction of the Acquisition Consideration. If any of the conditions to the Acquisition set out below has not been fulfilled by the parties (or effectively waived) on or before the Acquisition Long Stop Date, the Vendor shall repay, and the Guarantors agreed to procure the Vendor to repay, to the Purchaser the full amount of the Deposits and interests thereon within three months after the Acquisition Long Stop Date. The interest shall be 12% per annum on the amount of Deposits paid accrued on a daily basis and calculated for actual number of days elapsed, on a 360-day year, calculated from the 91st day from the date of payment of the relevant Deposit up to the date of full repayment to the Purchaser of the total amount of Deposits paid (together with interest thereon).

The Acquisition Consideration was arrived at after arm’s length negotiations between the Purchaser and the Vendor taking into account, among other matters, (i) an indicative preliminary value of the Target Project (on an as if completed basis) of approximately RMB220 million as advised by an independent valuer; (ii) condition (e) to the Acquisition as set out below that the Company shall have received a valuation report on the Target Project issued by an independent valuer indicating the appraised value of the Target Project (on an as if completed basis) to be not less than RMB220 million; (iii) condition (c)

to the Acquisition as set out below that the Target Group shall be free from any outstanding liabilities (apart from the outstanding fee of RMB144,000,000 payable to the Contractor pursuant to the Existing EPC Agreement); (iv) the available market information regarding the solar power generation business; and (v) the Company's preliminary assessment on the value of the Target Project. Pursuant to the Acquisition Agreement, the Vendor and/or the Guarantors agreed to be responsible for the payment of the outstanding fee payable to the Contractor pursuant to the EPC Agreement.

Conditions precedent

Acquisition Completion is subject to the following conditions having been fulfilled or waived (as the case may be):

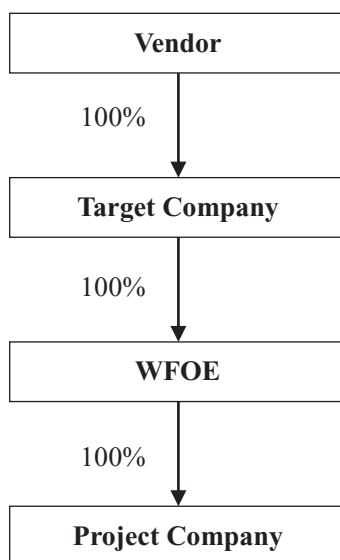
- (a) an independent assessor appointed by the Company having confirmed that the Project Company has completed the construction of the Solar Power Plant and has achieved on-grid connection, with the installed power generating capacity of the Solar Power Plant being not less than 20MWp; and the Project Company having obtained the documents necessary for the construction and operation of the Target Project (including but not limited to approval documents from the Development and Reform Commission of the Inner Mongolia Autonomous Region, local energy administration and local environmental authorities, and on-grid connection agreement and power purchase agreement with local power grid companies) pursuant to which (i) the price payable for electricity generated from the Solar Power Plant shall be no less than RMB0.9 per KWh (including any government subsidy for the electricity generated); and (ii) the relevant local power grid companies shall undertake that all electricity to be generated by the Solar Power Plant every year will be on-grid;
- (b) the Project Company having commenced operation and generated revenue;
- (c) the Target Group being free from any outstanding liabilities (apart from the outstanding fee of RMB144,000,000 payable to the Contractor pursuant to the Existing EPC Agreement);
- (d) the Project Company and the Contractor having entered into a supplemental agreement to the Existing EPC Agreement pursuant to which (i) the date before which the Project Company is required to pay to the Contractor the total fee under the EPC Agreement is extended to six months (instead of three months under the Existing EPC Agreement) after the date of achieving on-grid connection; and (ii) if interest is payable to the Contractor on the outstanding amount payable during such three-month extension period, such interest payable shall not exceed 12% per annum;
- (e) the Company having received a valuation report on the Target Project issued by an independent valuer as agreed between the Vendor and the Purchaser (in form and substance satisfactory to the Company) and the appraised value of the Target Project (on an as if completed basis) amounting to not less than RMB220,000,000 as indicated on such valuation report;
- (f) the Company having received a legal opinion or legal due diligence report on the Target Company and the Target Project (in form and substance satisfactory to the Company) from a PRC legal adviser appointed by the Company;

- (g) the land to be utilised for the Target Project having obtained the relevant documents (including but not limited to certain documents issued by local land administration as stipulated in the Acquisition Agreement) confirming that the Project Company is entitled to use such land in a legal manner; and the nature and usage of such land complying with the requirements for the construction and operation of the Target Project under the applicable PRC laws and regulations;
- (h) the Company or its representatives having conducted due diligence investigations on the Project Company and the Target Project (including but not limited to legal and financial due diligence) and the Company being satisfied with the results of such due diligence investigations;
- (i) the Reorganisation having been completed and all necessary consents and approvals in respect of the Reorganisation (including but not limited to the consent from the Contractor) having been obtained;
- (j) necessary government approvals and relevant approval documents (including but not limited to the approvals from the Development and Reform Commission of the Inner Mongolia Autonomous Region) having been obtained in respect of the Target Project, the Acquisition Agreement and the transactions contemplated thereunder;
- (k) the Target Group, the Vendor, the Purchaser and the Company having obtained all necessary consents and approvals in respect of the Acquisition Agreement and the transactions contemplated thereby (including but not limited to all necessary consents and approvals from the Stock Exchange, the SFC or any other government or regulatory authorities, or (if necessary) any waiver from compliance with any rules and regulations issued by the SFC);
- (l) the registered capital of the Project Company having been fully paid-up; and
- (m) no event having occurred which constitutes a breach of any of the representations, warranties and undertakings on the part of the Vendor and the Guarantors contained in the Acquisition Agreement and the Vendor and the Guarantors having complied with all of their respective obligations under the Acquisition Agreement.

Pursuant to the Acquisition Agreement, the Purchaser has the right to waive any of the above conditions in writing (except conditions (a), (b), (c), (d), (i), (j) and (k) as set out above). If any of the above conditions has not been fulfilled (or waived where appropriate) by the parties on or before the Acquisition Long Stop Date, the Acquisition Agreement shall lapse and thereafter neither party to the Acquisition Agreement shall have any rights or obligations towards each other except in respect of any antecedent breach and the refund of the Deposits as set out above.

Reorganisation

Pursuant to the Acquisition Agreement, regarding the condition (i) to the Completion, the WFOE shall be established by the Target Company and the Target Group shall proceed with the Reorganisation which will achieve the following shareholding structure immediately after completion of the Reorganisation:



Acquisition Completion

Acquisition Completion shall take place on the Acquisition Completion Date. Upon Acquisition Completion, the Target Company will be owned as to 20% by the Purchaser and 80% by the Vendor.

Option to acquire the Option Shares

Pursuant to the Acquisition Agreement, the Vendor agreed to grant the Option to the Purchaser, exercisable from the Acquisition Completion Date, to acquire the Option Shares, representing 80% of the issued share capital of the Target Company, at the sole discretion of the Purchaser, subject to the fulfillment of the conditions precedent to the Option Acquisition as set out below, and such option, if not exercised, shall lapse one month after the Acquisition Completion Date (inclusive) (“**Option Period**”). The Vendor may not enter into any agreement with any third party in relation to the disposal of the Option Shares within the Option Period. If the Purchaser does not exercise such option within the Option Period, the Vendor will purchase, and the Guarantors will procure the Vendor to purchase, the Sale Shares from the Purchaser at the consideration which equals to the Acquisition Consideration within three months after the expiry of the Option Period.

Completion of the Option Acquisition is subject to the following conditions having been fulfilled or waived (as the case may be):

- (a) conditions to the Acquisition as set out above remaining fulfilled or effectively waived (as the case may be);

- (b) completion of the Fund Raising Exercise raising the Net Proceeds amounting to not less than RMB160 million;
- (c) the Company having received the Updated Valuation Report indicating the appraised value of the Target Project to be not less than RMB220 million;
- (d) the passing by the independent shareholders (namely, the shareholders who are not required to abstain from voting on the relevant resolution pursuant to the Listing Rules) at the Company's extraordinary general meeting (if necessary) to approve the Acquisition Agreement and the transactions contemplated thereunder, including but not limited to the allotment and issue of the Consideration Shares;
- (e) the Target Group, the Vendor, the Purchaser and the Company having obtained all necessary consents and approvals in respect of the Acquisition Agreement and the transactions contemplated thereby (including but not limited to all necessary consents and approvals from the Stock Exchange, the SFC or any other government or regulatory authorities, which includes, without limitation, the Listing Committee of the Stock Exchange granting listing of, and the permission to deal, in the Consideration Shares, or (if necessary) any waiver from compliance with any rules and regulations issued by the SFC); and
- (f) not having identified nor being notified of any member of the Target Group (including the Target Project) not conducting its business in the ordinary course of business or any material adverse change in the scope of business, status (including assets, financial and legal status), operation, performance or properties of any member of the Target Group, or any material potential risk not previously disclosed since the Acquisition Completion Date.

Pursuant to the Acquisition Agreement, the Purchaser has the right to waive any of the above conditions in writing (except conditions (b), (c), (d) and (e) as set out above). If any of the above conditions has not been fulfilled (or waived where appropriate) (except condition (d) as set out above) by the parties on or before the Option Long Stop Date, the Purchaser will not acquire the Option Shares and the Vendor will purchase, and the Guarantors will procure the Vendor to purchase, the Sale Shares from the Purchaser at the consideration which equals to the Acquisition Consideration (together with interest thereon) within three months after the Option Completion Date. The interest shall be 12% per annum on the amount of Acquisition Consideration paid accrued on a daily basis and calculated for actual number of days elapsed, on a 360-day year, calculated from the 91st day from date of the payment of the relevant portion of the Acquisition Consideration up to the date of full payment to the Purchaser of the total amount of the Acquisition Consideration (together with interest thereon). If, on or before the Option Long Stop Date, condition (d) to the Option Acquisition has not been fulfilled and other conditions as set out above has been fulfilled or effectively waived, the Purchaser will not acquire the Option Shares and the Vendor will (and the Guarantors will procure the Vendor) to purchase the Sale Shares from the Purchaser at the consideration of an amount equal to the Acquisition Consideration within three months after the Option Completion Date.

Pursuant to the Acquisition Agreement, the Option Consideration is 80% of the appraised value of the Target Project as indicated in the Updated Valuation Report (for the purpose of calculating such consideration only, such appraised value will be taken to be RMB240 million in the event that the appraised value of the Target Project as shown in the Updated Valuation Report shall exceed RMB240 million). The Option Consideration shall be settled in the following manner:

- (a) the Net Proceeds shall be payable by the Purchaser to the Vendor or its nominee by cheque or other payment methods as agreed between the parties on the Option Completion Date (in the event that the amount of the Net Proceeds exceeds RMB160 million, RMB160 million shall be payable as part of the Option Consideration, and the remaining Option Consideration shall, at the option of the Purchaser, be (i) payable by the Purchaser to the Vendor or its nominee by cheque or other payment methods as agreed between the parties on the Option Completion Date; or (ii) settled by the Purchaser procuring the Company to allot and issue the Consideration Shares to the Vendor or its nominee at the Issue Price on the Option Completion Date; and
- (b) in the event that the Net Proceeds is less than the Option Consideration, the remaining Option Consideration (after deducting the Net Proceeds payable by the Purchaser to the Vendor) shall be settled by the Purchaser procuring the Company to allot and issue the Consideration Shares to the Vendor or its nominee at the Issue Price on the Option Completion Date.

Immediately after Option Completion, each of the members of the Target Group will become a wholly-owned subsidiary of the Company and the financial results of the Target Group will be consolidated into the consolidated financial statements of the Group.

INFORMATION OF THE TARGET GROUP AND THE TARGET PROJECT

The Target Company is an investment holding company incorporated in Hong Kong on 12 March 2014. Upon completion of the Reorganisation, the Project Company will become a wholly-owned subsidiary of the Target Company.

The Project Company was a company established in the PRC on 18 July 2014 and the equity interest of the Project Company was owned as to 10% by Guarantor A and as to 90% by Guarantor B as at the date of this announcement. The Target Company is principally engaged in the development of solar photovoltaic power plant. The Target Company holds the Target Project which involves the construction and development of the Solar Power Plant, a ground-based solar power plant to be located in Liangcheng County, Inner Mongolia Autonomous Region, the PRC, with an expected aggregate installed power generating capacity of approximately 20MWp. According to information provided by the Project Company, the Solar Power Plant is expected to achieve on-grid connection in the second half of 2015.

Based on the management accounts of the Project Company, for the period from the date of establishment of the Project Company (i.e. 18 July 2014) to 31 January 2015, no revenue was recognised for the Project Company as the Solar Power Plant has not been completed, and the unaudited net loss of the Project Company both before and after taxation and extraordinary items was approximately RMB4.9 million. Based on the management accounts of the Project Company, its total assets amounted to approximately RMB2.1 million and its total liabilities amounted to approximately RMB4.1 million as at 31 January 2015.

REASONS FOR ENTERING INTO THE ACQUISITION AGREEMENT

The Group is principally engaged in the manufacturing and sales of plastic moulded products and parts, assembling of electronic products, and mould design and fabrication. As set out in the Company's annual report for the year ended 31 July 2014, the Group has been operating under an extremely challenging and competitive environment. Against this backdrop, the Group has been, among others, looking for suitable opportunities to diversify its income and asset base to enhance Shareholders' value. The Directors believe the Acquisition provides the Group with a good investment opportunity to tap into the solar energy industry, taking into account the following factors:

- (a) solar energy is a kind of clean energy. The PRC government has promoted policies to support the adoption of solar energy over the next decade due to environmental concerns. This in turn generates support to the growth of the solar energy industry; and
- (b) by the time of Acquisition Completion, the Project Company is expected to commence operation and generate revenue and stable cashflow, which enhances the financial condition of the Group.

To improve its profit margin, the Group has emphasised to provide a full range of integrated services to its customers which includes, among other matters, products design services, mould design and fabrication services, processing of printed circuit boards, plastic injection manufacturing and assembly of complete products. With the exposure to the solar energy industry, the Group can also explore the business potential in the value chain of the solar energy industry, such as manufacturing and assembling parts and modules required for solar power plants, using the Group's existing strengths and expertise.

Taking into account the above factors, the Directors (including the independent non-executive Directors) are of the view that the Acquisition is fair and reasonable and on normal commercial terms and is in the interests of the Company and its shareholders as a whole.

LISTING RULE IMPLICATIONS

As the applicable percentage ratio exceeds 5% but is less than 25%, the Acquisition constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements but is exempt from the shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules. If the Option is exercised, the Company will comply with the applicable requirements under the Listing Rules.

DEFINITIONS

In this announcement, the following expressions shall have the meanings set out below unless the context requires otherwise:

“Acquisition”	the acquisition of 20% of the issued share capital of the Target Company by the Purchaser from the Vendor pursuant to the Acquisition Agreement
“Acquisition Agreement”	the conditional sale and purchase agreement dated 5 February 2015 and entered into between the Purchaser, the Vendor, the Guarantors, the Project Company and the Target Company in relation to, among other matters, the Acquisition and the grant of an option to the Purchaser to acquire the Option Shares
“Acquisition Completion”	completion of the Acquisition
“Acquisition Completion Date”	the date falling within five Business Days after the fulfillment (or waiver) of the conditions precedent to the Acquisition or such other date as the Vendor and the Purchaser may agree
“Acquisition Consideration”	the consideration for the Acquisition
“Acquisition Long Stop Date”	31 July 2015 or such later date as the Vendor and the Purchaser may agree in writing
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“BVI”	the British Virgin Islands
“Company”	V.S. International Group Limited 威鉞國際集團有限公司, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“connected persons”	has the meaning ascribed thereto in the Listing Rules
“Consideration Shares”	the new Shares to be allotted and issued to the Vendor or its nominees in satisfaction of the remaining Option Consideration (after deducting the Net Proceeds payable by the Purchaser to the Vendor) payable by the Purchaser to the Vendor pursuant to the Acquisition Agreement, whose number shall be equal to such remaining Option Consideration divided by the Issue Price

“Contractor”	the contractor engaged by the Project Company for the construction of the Solar Power Plant under the Target Project pursuant to the Existing EPC Agreement
“Director(s)”	the director(s) of the Company
“EPC Agreement”	the Existing EPC Agreement as amend by the supplemental agreement pursuant to condition (d) to the Acquisition as set out in the paragraph headed “Conditions precedent” in this announcement
“Existing EPC Agreement”	the agreement dated 10 October 2014 entered into between the Project Company and the Contractor pursuant to which the Project Company engages the Contractor for the construction of the Solar Power Plant under the Target Project
“Fund Raising Exercise”	any fund raising exercise(s), including by way of placing of new shares or issue of other securities to investors who are third parties independent of the Company and its connected persons (as defined in the Listing Rules), excluding by way of rights issue or open offer, to be conducted by the Company to finance the Option Consideration
“Guarantor A”	Ms. Li Yongjia (李泳佳), a PRC individual and the holder of 10% equity interest in the Project Company as at the date of this announcement
“Guarantor B”	Ms. Xu Wanting (許婉婷), a PRC individual and the holder of 90% equity interest in the Project Company as at the date of this announcement
“Guarantors”	Guarantor A and Guarantor B
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Issue Price”	the issue price of each Consideration Share, which, pursuant to the Acquisition Agreement, is set at a price representing a premium of 10% over the higher of: (a) the closing price of the Shares on the date on which the Purchaser exercises the Option; and (b) the trading volume weighted average price of the Shares during the 20 consecutive trading days before the date on which the Purchaser exercises the Option

“KWh”	Kilowatt hour
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“MWp”	Megawatt peak
“Net Proceeds”	the net proceeds of the Company from the Fund Raising Exercise
“Option”	the option to be granted by the Vendor to the Purchaser to acquire the Option Shares in accordance with the terms and conditions of the Acquisition Agreement
“Option Acquisition”	the acquisition of the Option Shares by the Purchaser from the Vendor pursuant to the Acquisition Agreement
“Option Completion Date”	the date falling within five Business Days after the fulfillment (or waiver) of the conditions precedent to the Option Acquisition or such other date as the Vendor and the Purchaser may agree
“Option Consideration”	the consideration for the Option Acquisition
“Option Long Stop Date”	seven business days before the date before which the Project Company is required to pay all outstanding fees to the Contractor pursuant to the EPC Agreement or such later date as the Vendor and the Purchaser may agree in writing
“Option Shares”	80% of the issued share capital of the Target Company
“PRC”	the People’s Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Project Company”	內蒙古晶兆萊光伏電力有限公司 (Inner Mongolia Gujing Zhaolai Photovoltaic Company Limited*), a company established in the PRC and owned as to 10% by Guarantor A and as to 90% by Guarantor B as at the date of this announcement
“Purchaser”	Energy Ally Global Limited, an investment holding company incorporated in the BVI with limited liability and a wholly-owned subsidiary of the Company
“Reorganisation”	the reorganisation of the members of the Target Group pursuant to the Acquisition Agreement as set out in the paragraph headed “Reorganisation” in this announcement

“RMB”	Renminbi, the lawful currency of the PRC
“Sale Shares”	20% of the issued share capital of the Target Company
“SFC”	the Securities and Futures Commission of Hong Kong
“Share(s)”	ordinary share(s) in the Company of HK\$0.05 each
“Shareholder(s)”	holder(s) of the Shares
“Solar Power Plant”	a solar power plant to be constructed in Liangcheng County, Inner Mongolia Autonomous Region, the PRC under the Target Project, with an expected aggregate installed power generating capacity of approximately 20MWp
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Cadre Project Development Company Limited (凱達爾項目控股有限公司), a company incorporated in Hong Kong and wholly-owned by the Vendor
“Target Group”	the Target Company, the WFOE (if applicable) and the Project Company
“Target Project”	a power generation project involving the construction and development of the Solar Power Plant in the Inner Mongolia Autonomous Region, the PRC
“Updated Valuation Report”	valuation report on the value of the Target Project as at the Acquisition Completion Date (as if it has been completed on the valuation date) (in form and substance satisfactory to the Company) issued by an independent valuer as agreed between the Vendor and the Purchaser
“Vendor”	Ms. Hui Sai Ha (許細霞), a Hong Kong individual and the sole shareholder of the Target Company and the legal representative of the Project Company
“WFOE”	a company to be established by the Project Company in the PRC for the purpose of holding the entire equity interest in the Project Company pursuant to the Reorganisation
“%”	per cent

For the purpose of illustration only, amounts denominated in RMB in this announcement have been translated into HK\$ at the rate of RMB1 = HK\$1.24. Such translations should not be construed as a representation that the amounts in question have been, could have been or could be converted at any particular rate at all.

LIST OF DIRECTORS AS AT THE DATE OF THIS ANNOUNCEMENT

Executive Directors:

Mr. Beh Kim Ling
Mr. Gan Sem Yam
Madam Gan Chu Cheng
Mr. Zhang Pei Yu

Independent non-executive Directors:

Mr. Diong Tai Pew
Mr. Lee Soo Gee
Mr. Tang Sim Cheow

Non-executive Director:

Mr. Gan Tiong Sia

By order of the Board
V.S. International Group Limited
Beh Kim Ling
Chairman

Zhuhai, the PRC, 5 February 2015

* *In this announcement, the English names of the PRC entities are translation of their Chinese names and included herein for identification purposes only. In the event of any inconsistency, the Chinese names shall prevail.*