



25 July 2017

Our Ref: JLM

Hai-Young Lu,
Company Secretary
Tian An Australia Limited
Level 5, 99 Macquarie Street
Sydney NSW 2000
Australia

By email: hlu@tianan.com.au

Market Announcements Office
ASX Limited
Exchange Centre, 20 Bridge Street
Sydney NSW 2000

By facsimile: 1300 135638

Dear Sir

Tian An Australia Limited ACN 009 134 114 (ASX: TIA) - Notice of Initial Substantial Holder

We act for Tian An China Investments Company Limited and its wholly owned subsidiary Oasis Star Limited and their associates.

We have been requested to forward to you the attached *Notice of Initial Substantial Holder (Form 603)* in respect of relevant interests acquired by Xiangyu Real Estate Group Company Limited and its related bodies corporate in shares in Tian An Australia Limited.

Yours faithfully


Jeff Mansfield
Partner

Direct Line: +61 2 8915 1016

Direct Fax: +61 2 8916 2016

Email: jeff.mansfield@addisonslawyers.com.au

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Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Tian An Australia Limited

ACN/ARSN ACN 009 134 114

1. Details of substantial holder (1)

Name Xiangyu Real Estate Group Co., Ltd and its related bodies corporate, including the entities listed in Annexure "A" (Xiangyu)

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 24 / 7 / 2017

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary Shares (Shares)	29,843,143 ¹	29,843,143 ²	34.46% ³

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Oasis Star Limited (and its related bodies corporate, including each of the entities listed in Annexure "B")	Controller of shares within the meaning of section 608(1)(b) and (c) of the Corporations Act 2001 (Clh)	29,843,143 Fully Paid Ordinary Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Oasis Star Limited (and its related bodies corporate, including each of the entities listed in Annexure "B")	Sun Hung Kai Investment Services Limited (as nominee)	Sun Hung Kai Investment Services Limited (as nominee)	29,843,143 Fully Paid Ordinary Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
N/A ⁴	N/A	N/A		N/A

¹ These Shares are held by Sun Hung Kai Investment Services Limited (as nominee). Oasis Star Limited (and its related bodies corporate, including each of the entities listed in Annexure "B") has a relevant interest in the Shares. Xiangyu does not hold a relevant interest in the Shares but may be regarded as being associated with Oasis Star Limited (and its related bodies corporate, including each of the entities listed in Annexure "B") as a result of the Memorandum of Understanding referred to in Part 6 of this form.

² This figure includes the relevant interest in 29,843,143 Shares held by Sun Hung Kai Investment Services Limited (as nominee). See footnote 1, above.

³ Based on 86,608,830 Shares on issue.

⁴ As noted in footnote 1 above, Xiangyu has not acquired a relevant interest in the Shares and the Shares are held by Sun Hung Kai Investment Services Limited (as nominee).

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Oasis Star Limited (and its related bodies corporate, including each of the entities listed in Annexure "B")	Xiangyu Real Estate Group Co., Ltd (and its related bodies corporate, including the entities listed in Annexure "A") may be regarded as being associated with Oasis Star Limited (and its related bodies corporate, including each of the entities listed in Annexure "B") pursuant to section 12(2)(b) of the <i>Corporations Act 2001</i> (Cth) as a result of having entered in the Memorandum of Understanding annexed as Annexure "C".

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Xiangyu Real Estate Group Co., Ltd	Unit 03B-09, 8/F, Building E, International Shipping Center, 99 Xiangyu Road, Huli District, Xiamen, the People's Republic of China
Xiamen Xiangyu Group Corporation	Unit 01, 11/F, Building E, International Shipping Center, 99 Xiangyu Road, Huli District, Xiamen, the People's Republic of China
Oasis Star Limited	22 nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
Tian An Asset Investments Company Limited	22 nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
Tian An China Investments Company Limited	22 nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
Sun Hung Kal Investment Services Limited	42 nd Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong

Signature

print name Wang Shutao

capacity Director of Xiangyu Real Estate Group Co., Ltd.

sign here



date 24/7/2017

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the *Corporations Act 2001*.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the *Corporations Act 2001*.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

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- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

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ANNEXURE "A" TO FORM 603

This is annexure "A" of 1 page referred to in Form 603 – Notice of initial substantial holder in respect of Tian An Australia Limited ACN 009 134 114 and lodged by Xiangyu Real Estate Group Co., Ltd

Signature

print name Wang Shutao

capacity Director of Xiangyu Real Estate Group Co., Ltd.

sign here



date 24/7/2017

Xiamen Xiangyu Group Corporation, a wholly state-owned corporation under the laws of the People's Republic of China.

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ANNEXURE "B" TO FORM 603

This is annexure "B" of 1 page referred to in Form 603 – Notice of initial substantial holder in respect of Tian An Australia Limited ACN 009 134 114 and lodged by Xiangyu Real Estate Group Co., Ltd

Signature

print name	Wang Shulao	capacity	Director of Xiangyu Real Estate Group Co., Ltd.
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sign here		date	24/7/2017
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1. Tian An China Investments Company Limited (TACI)
2. Tian An Asset Investments Company Limited (TAAI)
3. Oasis Star Limited (OSL)
4. Each other related body corporate of TACI, TAAI and OSL

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ANNEXURE "C" TO FORM 603

This is annexure "C" of 9 pages referred to in Form 603 – Notice of initial substantial holder in respect of Tian An Australia Limited ACN 009 134 114 and lodged by Xiangyu Real Estate Group Co., Ltd

Signature

print name Wang Shutao

capacity Director of Xiangyu Real Estate Group Co., Ltd.

sign here



date 24/7/2017

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本諒解備忘錄於2017年7月24日下午2:00時(香港時間)簽訂

簽訂方如下：

1. **TIAN AN ASSET INVESTMENTS COMPANY LIMITED**, 一間根據香港法律註冊成立的公司，其註冊辦事處位於香港灣仔告士打道 138 號聯合鹿島大廈 22 樓 (“**TAAI**”)；及
2. 象嶼地產集團有限公司，一間根據中華人民共和國法律註冊成立的公司，其註冊辦事處位於中國廈門現代物流園區象嶼路 99 號廈門國際航運中心 E 棟 8 層 03B-09 單元 (“**象嶼地產**”)。

鑒於：

1. 於本諒解備忘錄日期，TAAI 持有 Oasis Star Limited (“**Oasis Star**”) 的全部已發行股本的全部權益，Oasis Star 乃一間根據英屬維京群島法律註冊成立的有限責任公司。
2. Oasis Star 持有 Tian An Australia Limited (“**Tian An Australia**”) 30,693,124 股股份，佔其全部已發行股本的 35.44%。Tian An Australia 乃一間於澳洲註冊成立的公司，其股份於澳洲證券交易所 (“**ASX**”) 上市。
3. 本諒解備忘錄簽訂雙方在此知悉，在獲得 (如適用) (i) Tian An Australia 股東大會的股東；(ii) ASX；(iii) 香港聯合交易所有限公司；(iv) 澳大利亞外商投資審查委員會 (“**FIRB**”)；及 (v) 任何其他政府及/或監管機構批准的前提下，Oasis Star 有意以部分收購方式提出公開要約 (“**公開要約**”)，以每股澳元 \$1.3 元收購其未持有的 Tian An Australia 已發行股份的 80%。若 Tian An Australia 的股東完全接受該公開要約，Oasis Star 將會持有 Tian An Australia 的 87% 股權。
4. 象嶼地產或其直接/間接全資子公司有意於公開要約完成後透過收購從 Oasis Star 的 50% 權益而取得 Tian An Australia 的間接權益，而本諒解備忘錄簽訂雙方有意在此記錄雙方意向。

雙方現達成以下意向：

5. 假設公開要約已取得所須的批准，於 Oasis Star 提出之公開要約完成後，TAAI 及象嶼地產或其直接/間接全資子公司有意訂立正式的買賣協議 (“**正式買賣協議**”)，據此 TAAI 同意出售及象嶼地產或其直接/間接全資子公司同意購買 Oasis Star 的 50% 股權 (“**建議收購**”)。建議收購將受限於以下各項批准：(i) 根據 Corporations Act 2001 (Cth) (“**Corporations Act**”) 第 611 條第 7 項下規定之 Tian An Australia 的股東大會；(ii) ASX (如有需要)；(iii) 香港聯合交易所有限公司 (如有需要)；(iv) FIRB (如有需要)；(v) TAAI 及象嶼地產或其直接/間接全資子公司之董事會；(vi) 中國之有關政府部門；及 (vii) 其他必需之政府及/或監管機構。另外，建議收購亦受限於象嶼地產或其直接/間接全資子公司對其進行之盡職調查結果感到滿意。



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6. 建議收購的代價為 (i) Oasis Star 持有的 Tian An Australia 的全部股權之 50% 價值，而 Tian An Australia 的每股價值應等同公開要約中訂明的每股價格但不高於收購基準日經審計後 Tian An Australia 每股賬面淨資產，及 (ii) 由 Oasis Star 收購完成並支付全部價款日期起至代價由象嶼地產或其直接/間接全資子公司支付之日止，Tian An Australia 及/或 Oasis Star 為完成公開要約而產生總支出的 50% 的應計利息，而利息將以年利率 6% 計算。
7. 象嶼地產或其直接/間接全資子公司同意並承認，TAAI 已經支付並將繼續支付由公開要約產生的費用。因此，於正式買賣協議項下擬進行的交易完成後，象嶼地產或其直接/間接全資子公司應按比例償還 TAAI 從本諒解備忘錄日期起至正式買賣協議項下擬進行的交易完成之日止為公開要約及相關交易而經已產生的支出及將會產生的支出。
8. 象嶼地產或其直接/間接全資子公司將申請並盡其最大努力獲得 (i) FIRB 就收購 Oasis Star 和 Tian An Australia 的權益的批准；及 (ii) 任何澳洲政府監管機構的批准（如必要）以達成於取得 Tian An Australia 根據 Corporations Act 第 611 條第 7 項下規定就正式買賣協議項下擬進行的交易事宜的股東批准下，象嶼地產或其直接/間接全資子公司不需要就 Tian An Australia 的全部或任何已發行股份作出公開要約。
9. TAAI 知悉由於象嶼地產或其直接/間接全資子公司為一間中國企業，因此象嶼地產或其直接/間接全資子公司需要獲得中國政府有關部門批准建議收購。象嶼地產或其直接/間接全資子公司同意，在切實可行的情況下，盡快申請並盡其最大努力獲得建議收購及其相關交易的所有必要批准。
10. 象嶼地產或其直接/間接全資子公司不會（並促使其“相關實體企業及聯繫人”（其定義與 Corporations Act 中之 Related Bodies Corporate 及 Associates 所描述之定義相同）（不論其為獨立行事或與第三方合作）不會），由本諒解備忘錄之日起計算 6 個月內收購（不論持有實體權益地或以非持有實體權益地）於任何 Tian An Australia 之任何證券（或直接或間接權益、可換股文書、認股權證或期權以取得任何證券）之任何“相關權益”（其定義與 Corporations Act 中之 Relevant Interest 所描述之定義相同）。
11. 象嶼地產或其直接/間接全資子公司陳述及保證：
- 於本諒解備忘錄之日，象嶼地產或其直接/間接全資子公司沒有持有（不論持有實體權益地或以非持有實體權益地）任何於 Tian An Australia 或天安中國投資有限公司之任何證券之“相關權益”（其定義與 Corporations Act 中之 Relevant Interest 所描述之定義相同），象嶼地產或其直接/間接全資子公司亦不是一位於香港聯合交易所證券上市規則下定義之關連人士或個體；及
 - 於本諒解備忘錄之日以前，象嶼地產或其直接/間接全資子公司沒有收購（或促使第 10 條所指的該等人士）進行任何以上第 10 條所包括的權益。
12. 受限於下方第 14 條及正式買賣協議的簽署，本諒解備忘錄列出有關建議收購之不具有法律效力的條款和條件的概要。為免生疑，雙方承認本諒解備忘錄 (i) 對本



諒解備忘錄雙方並不具有約束力; 和 (ii) 不得被視為或默示為在本諒解備忘錄雙方之間建立合資企業。

13. 本諒解備忘錄將會在 (i) 由本諒解備忘錄之日起計算六個月完結之時; 或 (ii) 正式買賣協議簽署日期 (以其中較早的日期為準) 終止。

14. 雙方承認其各自已取得足夠代價, 促使第 5,6,7,10 及 11 條均被視為雙方之間具有法律約束力的條款。本諒解備忘錄第 5,6,7,10 及 11 條根據香港法律管轄與解釋, 及本諒解備忘錄雙方受香港法院之專屬司法管轄權管轄。

15. 為免生疑, (i)除第 10 及 11 條以外, 本諒解備忘錄及建議收購均受限於 Tian An Australia 根據 Corporations Act 第 611 條第 7 項下規定就正式買賣協議項下擬進行的交易事宜的股東批准, 及(ii)本諒解備忘錄不會賦予任何一方任何控制或任何權力以重大地影響另一方於任何所持有證券之投票權或限制任何所持有證券之出售。

本諒解備忘錄經雙方於文首記載日期及時間正式簽訂。

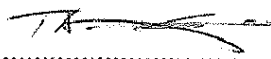
由 杜燦生 代表
TIAN AN ASSET INVESTMENTS
COMPANY LIMITED

簽署

見証人:



) For and on behalf of
) TIAN AN ASSET INVESTMENTS COMPANY LIMITED
) 天安資產投資有限公司

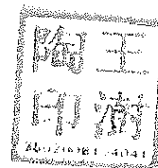
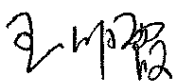


)
) Authorized Signature(s)

由 王澍陶 代表
象嶼地產集團有限公司

簽署

見証人:



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Certified as a correct translation of the Chinese version of this document

Nic Yau, Solicitor of Hong Kong
Messrs. P. C. Woo & Co.

THIS MEMORANDUM OF UNDERSTANDING is made at 2:00 p.m. (Hong Kong time) on 24th day of July, 2017

BETWEEN:-

1. **TIAN AN ASSET INVESTMENTS COMPANY LIMITED**, a company incorporated under the laws of Hong Kong and having its registered office at 22nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong ("**TAAI**"); and
2. 象嶼地產集團有限公司 (Xiangyu Real Estate Group Company Limited), a company incorporated under the laws of the People's Republic of China and having its registered office at Unit 03B-09, 8/F, Building E, International Shipping Center, 99 Xiangyu Road, Huli District, Xiamen, the People's Republic of China ("**XIANGYU**").

WHEREAS:

1. As at the date hereof, TAAI owns the entire issued share capital of Oasis Star Limited ("**Oasis Star**"), a company incorporated under the laws of the British Virgin Islands with limited liability.
2. Oasis Star owns 30,693,124 shares in Tian An Australia Limited ("**Tian An Australia**"), representing 35.44% of the entire issued share capital therein. Tian An Australia is a company incorporated in Australia and the shares of which are listed on the Australian Securities Exchange (the "**ASX**").
3. The parties hereto acknowledge that, subject to approvals of (wherever necessary) (i) shareholders of Tian An Australia in its general meeting; (ii) the ASX; (iii) The Stock Exchange of Hong Kong Limited; (iv) Australian Foreign Investment Review Board (the "**FIRB**"); and (v) any other governmental and/or regulatory bodies, Oasis Star intends to make a general offer (the "**General Offer**") in the form of a proportional off-market takeover offer by making a bid for 80% of each shareholder's issued shares in Tian An Australia that it does not own at A\$1.30 per share. If the General Offer is accepted in full by the shareholders of Tian An Australia, Oasis Star will hold 87% shareholding interest in Tian An Australia.
4. XIANGYU or its direct / indirect wholly-owned subsidiary intends to acquire an indirect interest in Tian An Australia after completion of the General Offer by acquiring a 50% interest in Oasis Star and the parties wish to record their intention herein.

NOW it is the understanding of the parties that:

5. Assuming all necessary approvals for the General Offer having been obtained, following the completion of the General Offer made by Oasis Star, TAAI and XIANGYU or its direct / indirect wholly-owned subsidiary will enter into a formal sale and purchase agreement (the "**Formal SPA**") pursuant to which TAAI shall sell and XIANGYU or its direct / indirect wholly-owned subsidiary shall purchase 50% shareholding interest in Oasis Star (the

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“Proposed Acquisition”). The Proposed Acquisition will be subject to approvals of (i) shareholders of Tian An Australia in its general meeting in accordance with item 7 of section 611 of the *Corporations Act 2001* (Cth) (**“Corporations Act”**); (ii) the ASX (wherever necessary); (iii) The Stock Exchange of Hong Kong Limited (wherever necessary); (iv) FIRB (wherever necessary); (v) the board of directors of each of TAAI and XIANGYU or its direct / indirect wholly-owned subsidiary; (vi) relevant government authorities in the PRC; and (vii) any other necessary governmental and/or regulatory bodies, and to XIANGYU or its direct / indirect wholly-owned subsidiary conducting due diligence the results of which it considers to be satisfactory.

6. The consideration for the Proposed Acquisition shall be the aggregate of (i) 50% of the value of all the shares in Tian An Australia held by Oasis Star, on the basis that the value of each share in Tian An Australia shall be equal to the price per share under the General Offer but subject to the maximum of the audited net asset value per share in Tian An Australia as at the reference date; and (ii) an interest charge of 6% per annum accrued on 50% of the total amount expended by Tian An Australia and/or Oasis Star in completing the General Offer during the period commencing from the full payment of consideration by Oasis Star under the General Offer until the date of payment of the consideration by XIANGYU or its direct / indirect wholly-owned subsidiary to TAAI.
7. XIANGYU or its direct / indirect wholly-owned subsidiary agrees and acknowledges that TAAI has incurred and will continue to incur costs for making of the General Offer. Accordingly, upon completion of the transactions contemplated under the Formal SPA, XIANGYU or its direct / indirect wholly-owned subsidiary shall reimburse TAAI for its proportionate costs for the General Offer and relevant transactions incurred or to be incurred commencing from the date of hereof until the date of completion of the transactions contemplated under the Formal SPA.
8. XIANGYU or its direct / indirect wholly-owned subsidiary shall apply for, and use its best endeavours to obtain, (i) the approval by FIRB for the acquisition of interests in Oasis Star and Tian An Australia; and (ii) the approval (if necessary) of any governmental or regulatory body in Australia, to the effect that XIANGYU or its direct / indirect wholly-owned subsidiary is not required to make a general offer for all or any issued shares in Tian An Australia so long as Tian An Australia’s shareholders’ approval on the transactions contemplated under the Formal SPA pursuant to item 7 of section 611 of the Corporations Act has been obtained.
9. TAAI acknowledges that as XIANGYU or its direct / indirect wholly-owned subsidiary is a PRC entity, it is necessary for XIANGYU or its direct / indirect wholly-owned subsidiary to obtain approval(s) from relevant government authorities in the PRC for the Proposed Acquisition. XIANGYU or its direct / indirect wholly-owned subsidiary agrees that it shall as soon as practicable apply for and use its best endeavours to obtain all necessary approvals for the Proposed Acquisitions and all transactions related thereto.
10. XIANGYU or its direct / indirect wholly-owned subsidiary must not, and must procure that its Related Bodies Corporate and Associates (as each term is defined in the Corporations Act)

(acting alone or with third parties) do not, for a period of 6 months from the date of this Memorandum of Understanding acquire, whether beneficially or non-beneficially, any Relevant Interest (as that term is defined in the Corporations Act) in any securities (or direct or indirect rights, convertible instruments, warrants or options to acquire any securities) in Tian An Australia.

11. XIANGYU or its direct / indirect wholly-owned subsidiary represents and warrants that:
- a. as at the date of this Memorandum of Understanding, neither it nor any of its direct / indirect wholly-owned subsidiaries (i) holds whether beneficially or non-beneficially, any Relevant Interest (as that term is defined in the Corporations Act) in any securities (or direct or indirect rights, convertible instruments, warrants or options to acquire any securities) in Tian An Australia or Tian An China Investments Company Limited; and (ii) is a connected or related person or entity within the terms of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited; and
 - b. prior to the date of this Memorandum of Understanding, neither it nor any of its direct / indirect wholly-owned subsidiaries has acquired, or has procured such parties (as referred to in clause 10) to acquire, any of the interests referred to in clause 10.
12. Subject to clause 14, this Memorandum of Understanding sets out a non-legally binding summary of the terms and conditions in relation to the Proposed Acquisition which will be subject to execution of the Formal SPA. For the avoidance of doubt, subject to clause 14, the parties acknowledge that nothing in this Memorandum of Understanding (i) shall have any binding effect upon the parties hereto; and (ii) shall be deemed or implied to create a joint venture between the parties hereto.
13. This Memorandum of Understanding will be terminated at the earlier of (i) the end of six (6) months from the date of this Memorandum of Undertaking; or (ii) the date of execution of the Formal SPA.
14. Clauses 5, 6, 7, 10 and 11 are intended to constitute a legally binding agreement between the parties, in respect of which each party acknowledges it has received adequate consideration. The agreement in clauses 5, 6, 7, 10 and 11 shall be governed by and construed in accordance with the laws of Hong Kong and both parties hereto submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
15. For the avoidance of doubt (i) this Memorandum of Understanding and the Proposed Acquisition, except for clauses 10 and 11, are conditional upon a shareholders' resolution of Tian An Australia under item 7 of section 611 of the Corporations Act being passed; and (ii) this Memorandum of Understanding does not confer on any party any control over, or power to substantially influence, the exercise of voting rights attached to any securities or restrict disposal of any securities held by the other party.

IN WITNESS whereof the parties hereto have executed this Memorandum of Understanding the time, day and year first above written.

SIGNED by Tao Tsan Sang)
)
)
for and on behalf of)
TIAN AN ASSET INVESTMENTS)
COMPANY LIMITED)
)
in the presence of:-)

[signed]

SIGNED by Wang Shutao)
)
)
for and on behalf of)
象嶼地產集團有限公司)
(Xiangyu Real Estate Group Company Limited))
in the presence of:-)

[signed]

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GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 603.

Signature	This form must be signed by either a director or a secretary of the substantial holder.
Lodging period	Nil
Lodging Fee	Nil
Other forms to be completed	Nil
Additional information	<p>(a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.</p> <p>(b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.</p> <p>(c) The person must give a copy of this notice:</p> <ul style="list-style-type: none"> (i) within 2 business days after they become aware of the information; or (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if: <ul style="list-style-type: none"> (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and (B) the person becomes aware of the information during the bid period.
Annexures	<p>To make any annexure conform to the regulations, you must</p> <ol style="list-style-type: none"> 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides 2 show the corporation name and ACN or ARBN 3 number the pages consecutively 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied 5 identify the annexure with a mark such as A, B, C, etc 6 endorse the annexure with the words: <i>This is annexure (mark) of (number) pages referred to in form (form number and title)</i> 7 sign and date the annexure. <p>The annexure must be signed by the same person(s) who signed the form.</p>

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