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NANJING SINOLIFE UNITED COMPANY LIMITED*

南京中生聯合股份有限公司

(A joint stock limited liability company incorporated in the People's Republic of China)

(Stock Code: 3332)

**(1) MAJOR TRANSACTION IN RELATION TO
ACQUISITION OF THE TARGET COMPANY;**

AND

(2) AMENDMENTS TO THE ARTICLES

THE ACQUISITION

Reference is made to the announcement of the Company dated 26 November 2015. On 17 December 2015 (after trading hours), the Company, the Target Company and the Vendors entered into the Acquisition Agreement, pursuant to which the parties have conditionally agreed to carry out the Acquisition which is to be completed by the following transactions:

- (i) the Company has conditionally agreed to acquire 100% of the issued share capital in the Target Company from the Vendors at a consideration of RMB180 million to be satisfied in cash;
- (ii) the Target Company will issue and allot 6,245,000 shares to the Company at a consideration of RMB10 million, which represent 51% of the issued share capital in the Target Company after completion of such issue and allotment of shares (assuming there is no change in the number of issued shares in the Target Company between the date of the Acquisition Agreement and such issue and allotment of shares in the Target Company);
- (iii) the Vendors (except Baojiehui Partnership) will apply the respective consideration they received from (i) above, together with additional RMB5.4 million in cash from Mr. Zhou Dong, to subscribe for 62,717,770 domestic Shares; and
- (iv) upon expiry of each of the respective lock-up periods of the shares in the Target Company held by the Vendors, the Vendors shall transfer their shares in the Target Company to the Company (or its nominee).

* For identification purposes only

AMENDMENTS TO THE ARTICLES

The Board proposes to amend the Articles to reflect, among others, the changes in the total number of issued Shares and domestic Shares after the Domestic Shares Subscription. Details of the proposed amendments will be set out in the circular to be despatched to the Shareholders in relation to, among others, the Acquisition.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios for the Acquisition under the Listing Rules are more than 25% but less than 100%, the Acquisition constitutes a major transaction for the Company under Rule 14.06(3) of the Listing Rules. Accordingly, the Acquisition is subject to, the reporting, announcement and approval by the Shareholders under Chapter 14 of the Listing Rules.

GENERAL

The EGM and Class Meetings will be convened to consider and, if thought fit, to approve, among other matters, (i) the Acquisition Agreement and the transactions contemplated thereunder; and (ii) the amendments to the Articles. A circular containing, among others, (i) further details of the Acquisition Agreement and the transactions contemplated thereunder; (ii) financial and other information of the Group; (iii) financial and other information of the Target Company; (iv) pro forma financial information of the Group as enlarged by the Acquisition; and (v) notice of EGM and Class Meetings, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. It is expected that the circular will be despatched to the Shareholders on or before 31 January 2016, which is more than 15 business days after the publication of this announcement, as more time is required to prepare the financial information of the Target Company.

THE ACQUISITION

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- (iii) the Vendors (except Baojiehui Partnership) will apply the respective consideration they received from (i) above, together with additional RMB5.4 million in cash from Mr. Zhou Dong, to subscribe for 62,717,770 domestic Shares; and
- (iv) upon expiry of each of the respective lock-up periods of the shares in the Target Company held by the Vendors, the Vendors shall transfer their shares in the Target Company to the Company (or its nominee).

Details of the Acquisition Agreement and the transactions contemplated thereunder are set out below:

THE ACQUISITION AGREEMENT

Date: 17 December 2015 (after trading hours)

Parties:

- (1) The Company
- (2) The Target Company
- (3) The Vendors (i.e. Ms. Zhou Li, Jiahanyin Investment, Mr. Zhou Dong, Zhongwei Partnership and Baojiehui Partnership)

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Target Company, the Vendors and their respective ultimate beneficial owner(s) are third parties independent of the Company and its connected persons.

Transactions contemplated under the Acquisition Agreement

(i) *Payment of consideration for the acquisition of 100% of the issued share capital in the Target Company*

Within 10 days after the effective date of the Acquisition Agreement, the Company shall pay the consideration for the acquisition of 100% of the issued share capital in the Target Company by paying the respective portion of the aggregate consideration (“**Acquisition Consideration**”) of RMB180 million into each of the respective bank accounts (“**Bank Accounts**”) jointly administered by the Company and the relevant Vendor.

On the date of the Acquisition Agreement, the Company and the Vendors have entered into (i) benefits transfer agreements (《股票收益權轉讓協議》, “**Benefits Transfer Agreements**”) pursuant to which the Vendors shall transfer all income rights of their shares in the Target Company to the Company; and (ii) share pledge agreements (《股票質押協議》, “**Share Pledge Agreements**”) pursuant to which the Vendors shall pledge all their shares in the Target Company in favour of the Company. Prior to the transfer of shares of the Target Company from the Vendors to the Company as set out in the paragraph headed “Transfer of shares in the Target Company to the Company (or its nominee)” below, the Company shall be entitled to enjoy all the benefits of a shareholder of the Target Company, and the Vendors shall not transfer their shares in the Target Company to other entity(ies). Further, the Vendors have signed shareholder’s rights undertakings (《關於授權行使股東權利的承諾函》, “**Shareholder’s Rights Undertakings**”) pursuant to which they undertook to authorise the Company to exercise all rights as a shareholder of the Target Company. The Benefits Transfer Agreements shall become effective on the date when the Acquisition Agreement becomes effective; the Share Pledge Agreements shall become effective on the date when the Acquisition Agreement becomes effective and the Vendors shall arrange for the relevant registration procedures with the China Securities Depository and Clearing Corporation Ltd* (中國證券登記結算有限責任公司, “**CSDCC**”) after the transfer of the Acquisition Consideration into the Bank Accounts; and the Shareholder’s Rights Undertakings shall become effective upon the transfer of the Acquisition Consideration to the Bank Accounts.

In accordance with the PRC laws, there are certain restrictions regarding the transfer of shares of the Target Company after the Target Company was established as a joint stock limited liability company and its shares were listed on the PRC New Third Board. As such, the transfer of Vendors’ shares in the Target Company to the Company shall be conducted in accordance with the arrangement as set out in the paragraph headed “Transfer of shares in the Target Company to the Company (or its nominee)” below.

(ii) *Issue and allotment of shares in the Target Company to the Company*

On the date of the Acquisition Agreement, the Target Company and the Company have entered into a subscription agreement (“**Target Shares Subscription Agreement**”) in relation to the subscription of new shares of the Target Company by the Company. The Target Shares Subscription Agreement shall become effective upon obtaining approval from the board of directors and shareholders of the Target Company. The aggregate consideration for the Issue of Target Shares is RMB10 million (“**Subscription**”).

Consideration”) which is subject to the approval of the shareholders of the Target Company and shall be settled by cash no later than the later of (a) the date when the Acquisition Agreement becomes effective; or (b) five days after the approval of the shareholders of the Target Company at its shareholders meeting.

The Vendors and the Target Company shall then proceed with the application procedures with the New Third Board Share Transfer Company* (新三板股轉公司, “**NTB Share Transfer Company**”) and CSDCC in relation to the Issue of Target Shares.

Within 15 days after (a) the Acquisition Agreement becomes effective and (b) the Target Company obtains the approval from NTB Share Transfer Company regarding the Issue of Target Shares, the Target Company shall complete the necessary registration procedures with CSDCC regarding the Issue of Target Shares (such day being the “**Registration Day**”).

The Target Company shall not alter its share structure prior to completion of the Issue of Target Shares.

The shareholding of the Target Company immediately before and after completion of the Issue of Target Shares is set out below:

	Immediately before completion of the Issue of Target Shares		Immediately after completion of the Issue of Target Shares	
	Number of issued shares held in the Target Company	Approximate percentage of the issued share capital of the Target Company (%)	Number of issued shares held in the Target Company	Approximate percentage of the issued share capital of the Target Company (%)
The Company	—	—	6,245,000	51.00
Ms. Zhou Li	4,217,400	70.29	4,217,400	34.44
Jiahanyin Investment	321,000	5.35	321,000	2.62
Mr. Zhou Dong	156,600	2.61	156,600	1.28
Zhongwei Partnership	1,125,000	18.75	1,125,000	9.19
Baojieshui Partnership	180,000	3.00	180,000	1.47
Total	6,000,000	100%	12,245,000	100%

According to the PRC legal advisers of the Company, in accordance with the PRC laws, the Company shall not dispose of the shares in the Target Company within 12 months upon completion of the Issue of Target Shares.

Within five PRC Business Days upon completion of the Issue of Target Shares, (a) the Target Company and the Vendors shall transfer, among others, the company chop(s) and the bank accounts of the Target Company to the Company; and (b) Ms. Zhou Li and Mr. Zhou Dong shall resign from their respective director and/or senior management positions in the Target Company (“**PRC Resignation**”).

Within 30 PRC Business Days upon completion of the Issue of Target Shares, the Target Company shall convene shareholders’ meeting in relation to the appointment of the new board of directors and supervisors as nominated by the Company in accordance with the applicable PRC laws and regulations. Relevant amendments to the articles of association of the Target Company may also be proposed at the shareholders’ meeting of the Target Company in accordance with the applicable PRC laws and regulations and as requested by the Company. Further, the registration of the change of legal representative of the Target Company at the relevant PRC authorities should also be completed.

(iii) Subscription of domestic Shares by the Vendors (except Baojiehui Partnership)

On the date of the Acquisition Agreement, the Vendors (except Baojiehui Partnership) and the Company shall enter into domestic Shares subscription agreements (“**Domestic Shares Subscription Agreements**”) pursuant to which (a) the Vendors (except Baojiehui Partnership) shall apply the respective Acquisition Consideration they received, together with additional RMB5.4 million cash from Mr. Zhou Dong, to subscribe for; and (b) the Company shall issue and allot, an aggregate of 62,717,770 domestic Shares. The aggregate consideration for the Domestic Shares Subscription shall be RMB180 million and the subscription price per Domestic Subscription Share shall be RMB2.87 (equivalent to approximately HK\$3.5) (“**Domestic Shares Subscription Price**”). The Domestic Shares Subscription Agreement shall become effective upon the approval of the Board and of the Shareholders at the EGM and Class Meetings. Pursuant to the Domestic Shares Subscription Agreement, the Domestic Shares Subscription shall complete within 20 PRC Business Days of the Registration Day.

The Domestic Subscription Shares represent (i) approximately 10.26% of the total issued domestic Shares as at the date of this announcement; (ii) approximately 7.48% of the total issued share capital of the Company as at the date of this announcement; (iii) approximately 9.31% of the total issued domestic Shares as enlarged by the Domestic Shares Subscription; and (iv) approximately 6.96% of the total issued share capital of the Company as enlarged by the Domestic Shares Subscription.

The Domestic Shares Subscription Price represents:

- (a) a premium of approximately 23.67% to the closing price per Share of HK\$2.83 as quoted on the Stock Exchange on the trading day immediately preceding the date of the Acquisition Agreement;
- (b) a premium of approximately 20.94% to the average closing price per Share of HK\$2.894 as quoted on the Stock Exchange for the last five consecutive trading days immediately preceding the date of the Acquisition Agreement; and

- (c) a premium of approximately 19.01% to the average closing price per Share of HK\$2.941 as quoted on the Stock Exchange for the last 10 consecutive trading days immediately preceding the date of the Acquisition Agreement.

The Directors consider that the Domestic Shares Subscription Price is fair and reasonable and in the interests of the Company and the Shareholders as a whole under the current market conditions. The aggregate nominal value of the Domestic Subscription Shares is RMB6,271,777.

The Domestic Subscription Shares will rank *pari passu* in all respects with the domestic Shares in issue as at the date of the issue and allotment of the Domestic Subscription Shares. The Company has not conducted any fund-raising activities on any issue of equity securities in the past 12 months prior to the date of this announcement.

The shareholding of the Company immediately before and after completion of the Domestic Shares Subscription is set out below:

	Immediately before completion of the Domestic Shares Subscription		Immediately after completion of the Domestic Shares Subscription	
	Number of issued Shares held	Approximate percentage of the issued share capital of the Company (%)	Number of issued Shares held	Approximate percentage of the issued share capital of the Company (%) (Note 1)
Holders of domestic Shares				
Mr. Gui Pinghu (Note 2)	477,126,590	56.92	477,126,590	52.96
Ms. Wu Yanmei (Note 3)	52,965,000	6.32	52,965,000	5.88
Ms. Zhou Li (Note 4)	—	—	44,084,321	4.89
Jiahanyin Investment (Note 4)	—	—	3,355,400	0.37
Mr. Zhou Dong (Note 4)	—	—	3,518,467	0.39
Zhongwei Partnership (Note 4)	—	—	11,759,582	1.31
Other holders of domestic Shares	81,019,410	9.67	81,019,410	8.99
Holders of H Shares	<u>227,058,000</u>	<u>27.09</u>	<u>227,058,000</u>	<u>25.2</u>
Total	<u>838,169,000</u>	<u>100%</u>	<u>900,886,770</u>	<u>100%</u>

Notes:

1. The above percentage figures have been subject to rounding adjustments. Accordingly, figure shown as total may not be an arithmetic aggregation of the figures preceding it.
2. Mr. Gui Pinghu is an executive Director.
3. Ms. Wu Yanmei is the spouse of Mr. Gui Pinghu who is an executive Director.
4. Each of Ms. Zhou Li, Jiahanyin Investment, Mr. Zhou Dong and Zhongwei Partnership is a Vendor.

The Domestic Subscription Shares shall be issued and allotted under a specific mandate to be sought from the Shareholders at the EGM and Class Meetings.

As advised by the PRC legal advisers of the Company, the issue of the Domestic Subscription Shares does not require approval from the China Securities Regulatory Commission (中國證券監督管理委員會, “CSRC”). Further, the Company and the Vendors agreed that the Company shall not conduct any issue and allotment of its Shares between the date of the Acquisition Agreement and completion of the Domestic Shares Subscription, other than (a) the issue and allotment of the Domestic Subscription Shares; and (b) the issue and allotment of H Shares as approved by the CSRC and with a subscription price of such H Shares not being lower than HK\$3.5 per H Share.

As the domestic Shares are not listed on the Main Board of the Stock Exchange, no application will be made to the Stock Exchange for the listing of and permission to deal in the Domestic Subscription Shares.

Prior to completion of the Domestic Shares Subscription, the Company shall not distribute its undistributed profits, and unless with written consent from the Target Company and the Vendors, the Company shall not submit any application to the CSRC in relation to the issue of A Shares.

The Domestic Subscription Shares shall be subject to (a) a restriction for disposal since the completion of the Domestic Shares Subscription until 12 months after completion of the issue of A Shares; and (b) any other lock-up requirements in accordance with the PRC laws and regulations.

(iv) Transfer of shares in the Target Company to the Company (or its nominee)

On the date of the Acquisition Agreement, the Vendors and the Company shall enter into share transfer agreements in relation to the transfer of shares in the Target Company from the Vendors to the Company, and the share transfer agreements shall become effective on the date when the Acquisition Agreement becomes effective.

In accordance with the PRC laws, there are certain restrictions regarding the transfer of shares of the Target Company after the Target Company was established as a joint stock limited liability company and its shares were listed on the PRC New Third Board.

On the later of (a) 12 February 2016; or (b) the first PRC Trading Day after the Registration Day, Jiahanyin Investment, Zhongwei Partnership and Baojiehui Partnership shall transfer all their shares (being 321,000 shares, 1,125,000 shares and 180,000 shares respectively) in the Target Company to the Company (or its nominee).

On the later of (a) 29 July 2016; or (b) the first PRC Trading Day after six months following the PRC Resignation, Ms. Zhou Li and Mr. Zhou Dong shall transfer 22.96% of the issued share capital (being 2,811,600 shares) and 1.28% of the issued share capital (being 156,600 shares) in the Target Company respectively to the Company (or its nominee).

On the first PRC Trading Day after 29 July 2017, Ms. Zhou Li shall transfer her 11.48% of the issued share capital (being 1,405,800 shares) in the Target Company to the Company (or its nominee).

In case the Target Company's registered capital shall be increased prior to completion of the transfers of their shares in the Target Company to the Company as set out in this paragraph (iv), the Vendors agreed that they shall give up their rights to subscribe for the new shares of the Target Company, including giving up their relevant pre-emption rights.

According to the PRC legal advisers of the Company, in accordance with the PRC laws, the Company shall not dispose of the shares in the Target Company within 12 months upon completion of transfer of shares in the Target Company as set out in this paragraph (iv).

Consideration

The aggregation consideration to be satisfied by the Company pursuant to the Acquisition Agreement ("**Aggregate Consideration**") comprises the Acquisition Consideration and the Subscription Consideration. The Vendors (except Baojiehui Partnership) shall apply their respective Acquisition Consideration they received, together with additional RMB5.4 million cash from Mr. Zhou Dong, to subscribe for the Domestic Subscription Shares.

The Aggregate Consideration was arrived after arm's length negotiation between the Company and the Vendors with reference to (a) the historical financial position and performance of the Target Company; and (b) the projected business synergy between the Company and the Target Company. The Directors believed that the terms of the Acquisition Agreement and the transactions contemplated thereunder, including the Aggregate Consideration, are fair and reasonable and in the interests of the Shareholders as a whole.

The Company intended to finance the Acquisition Consideration and the Subscription Consideration by bank loan(s) and internal resources.

Conditions precedent

The Acquisition Agreement shall become effective upon (i) passing of the relevant resolutions at the EGM and Class Meetings and the shareholders' meeting of the Target Company in relation to the transactions contemplated under the Acquisition Agreement; and (ii) satisfaction of other requirements under the applicable laws and regulations in relation to the effectiveness of the Acquisition Agreement.

If the Acquisition Agreement does not become effective within 90 days after its signing due to reasons other than default by any of the parties, the parties may by agreement extend the effective date of the Acquisition Agreement by 30 days, after which any of the parties may terminate the Acquisition Agreement.

Completion

Completion of the Acquisition Agreement shall take place after all the transactions contemplated under the Acquisition Agreement are completed.

Events of default

If any party due to whatever reason of its own failure to proceed with the transactions contemplated under the Acquisition Agreement, such defaulting party should pay the non-defaulting party(ies) damages of not exceeding RMB80 million. After the Registration Day, if the transactions contemplated under the Acquisition Agreement fail to proceed, other than the payment of the said RMB80 million by the defaulting party, relevant procedures should also be completed such that the shareholding structure of the Target Company be restored to that immediately before the date of Acquisition Agreement.

Other than the payment of damages as set out above, the defaulting party should use its best endeavours to, among others, fulfill its obligations under the Acquisition Agreement.

Other arrangements

In the event that the decrease (“**Decrease**”) in the net asset value of the Target Company between 1 October 2015 and the Registration Day exceeds RMB2.6 million, each of the Vendors shall compensate the Company of the portion of the Decrease which exceeded RMB2.6 million by cash in accordance with their shares held in the Target Company prior to the Issue of Target Shares.

Ms. Zhou Li and Mr. Zhou Dong have confirmed that none of them is engaged in, or interested in any business (other than the Target Group) which, directly, or indirectly, competes or may compete with the business of the Target Group (other than interest in not more than 5% shareholding in companies with competing business for investment purposes or acquiring shares of companies listed on secondary markets or on the PRC New Third Board). Within two years after the transfer of her shares in the Target Company to the Company, Ms. Zhou Li shall not be engaged in, or interested in any business (other than the Target Group) which, directly, or indirectly, competes or may compete with the business of the Target Group (other than interest in not more than 5% shareholding in companies with competing business for investment purposes or acquiring shares of companies listed on secondary markets or on the PRC New Third Board).

Ms. Zhou Li shall procure that (a) the core management of the Target Company enter into employment agreements with the Target Company of not less than two years since the date of the Acquisition Agreement; and (b) such core management of the Target Company not be engaged in, or interested in any business (other than the Target Group) which, directly, or indirectly, competes or may compete with the business of the Target Group during their employment with the Target Group and within two years after their resignation. Between 30 September 2015 and the Registration Day, other than these disclosed to the Company prior to the date of the Acquisition Agreement, the salary of the core management of the Target Company shall not be increased.

INFORMATION ON THE COMPANY AND THE TARGET GROUP

The Company is an investment holding company. The Group is a leading manufacturer of nutritional supplements and health food products in the PRC and it engages in the sale of nutritional supplements and health food products.

The Target Company is established in the PRC and its shares are listed and capable of being transferred on the PRC New Third Board. The Target Group is mainly engaged in the sale of dietary supplements through online platform, and its products are sold through its online platform to the customers.

Financial information of the Target Company

According to the unaudited consolidated accounts of the Target Company, the net asset value of the Target Company was approximately RMB9.79 million as at 30 June 2015. The net profits of the Target Company before and after taxation and extraordinary items for the year ended 31 December 2014 were approximately RMB6.52 million and RMB3.18 million respectively. The net profits of the Target Company before and after taxation and extraordinary items for the year ended 31 December 2013 were approximately RMB5.42 million and RMB1.82 million respectively.

After completion of the Acquisition, the Target Company will become an indirect wholly-owned subsidiary of the Company. The financial results of the Target Company will be consolidated into the financial results of the Company.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group is a leading manufacturer of nutritional supplements and health food products in the PRC. The Target Company is mainly engaged in the sale of dietary supplements through online platform; and its products are sold through its online platform to the customers. The sales models of the Target Company are in line with and complementary to the Group's business expansion strategy.

It is expected that the Acquisition can diversify the Group's business portfolio and distribution channels to capture a wider range of customers which will result in the broadening of the Group's income stream. The Directors are optimistic about the synergy to be created between the Company and the Target Company after the Acquisition. Taking into account of the above factors, the Directors believe that the Acquisition will be in the interest of the Group and the Shareholders as a whole.

AMENDMENTS TO THE ARTICLES

The Board proposes to amend the Articles to reflect, among others, the changes in the total number of issued Shares and domestic Shares after the Domestic Shares Subscription. Details of the proposed amendments will be set out in the circular to be despatched to the Shareholders in relation to, among others, the Acquisition.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios for the Acquisition under the Listing Rules are more than 25% but less than 100%, the Acquisition constitutes a major transaction for the Company under Rule 14.06(3) of the Listing Rules. Accordingly, the Acquisition is subject to, the reporting, announcement and approval by the Shareholders under Chapter 14 of the Listing Rules.

GENERAL

The EGM and Class Meetings will be convened to consider and, if thought fit, to approve, among other matters, (i) the Acquisition Agreement and the transactions contemplated thereunder; and (ii) the amendments to the Articles. A circular containing, among others, (i) further details of the Acquisition Agreement and the transactions contemplated thereunder; (ii) financial and other information of the Group; (iii) financial and other information of the Target Company; (iv) pro forma financial information of the Group as enlarged by the Acquisition; and (v) notice of EGM and Class Meetings will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. It is expected that the circular will be despatched to the Shareholders on or before 31 January 2016, which is more than 15 business days after the publication of this announcement, as more time is required to prepare the financial information of the Target Company.

DEFINITIONS

In this announcement, the following terms shall have the following meanings unless the context otherwise requires:

“Acquisition”	the acquisition of 100% of the issued share capital in the Target Company by the Company to be completed by the transactions contemplated under the Acquisition Agreement
“Acquisition Agreement”	the acquisition agreement dated 17 December 2015 and entered into among the Company, the Target Company and the Vendors in relation to the Acquisition, the major terms of which are set out in the section headed “The Acquisition Agreement” in this announcement
“Articles”	the articles of association of the Company, as amended from time to time
“Baojieshui Partnership”	Shanghai Baojieshui Chuangye Investment Partnership Limited* (上海寶捷會創業投資合夥企業(有限合夥)), a limited partnership established in the PRC and is mainly engaged in investment activities, and an independent third party
“Board”	the board of Directors

“Company”	Nanjing Sinolife United Company Limited* (南京中生聯合股份有限公司), a joint stock limited liability company incorporated in the PRC, the H Shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	director(s) of the Company
“Domestic Shares Subscription”	the conditional issue and allotment of an aggregate of 62,717,770 domestic Shares by the Company to the Vendors (except Baojiehui Partnership) at a subscription price of RMB2.87 per Domestic Subscription Share, details of which are set out in the paragraph headed “Subscription of domestic Shares by the Vendors (except Baojiehui Partnership)” in this announcement
“Domestic Subscription Shares”	an aggregate of 62,717,770 domestic Shares to be issued by the Company to the Vendors (except Baojiehui Partnership) pursuant to the Domestic Shares Subscription, each being a “Domestic Subscription Share”
“EGM and Class Meetings”	(i) the extraordinary general meeting of the Company to be convened and held for the Shareholders; (ii) the class meeting for holders of H Share(s) to be held immediately after the conclusion of the said extraordinary general meeting for the Shareholders, or any adjourned meeting thereof respectively; and (iii) the class meeting for holders of domestic Share(s) to be held immediately after the conclusion of the said class meeting for holders of H Share(s), or any adjourned meeting thereof respectively, to consider and, if thought fit, to approve, among other matters, (i) the Acquisition Agreement and the transactions contemplated thereunder; and (ii) the amendments to the Articles
“Group”	collectively, the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“independent third party(ies)”	Person(s) or company(ies) who/which is/are independent of and not connected with the Group, the Directors, the chief executives, controlling Shareholders and substantial Shareholders of the Company and its subsidiaries and any of their respective associates

“Issue of Target Shares”	the issue and allotment of shares of the Target Company pursuant to the subscription of 6,245,000 shares in the Target Company by the Company, details of which are set out in the paragraph headed “Issue and allotment of shares in the Target Company to the Company” in this announcement
“Jiahanyin Investment”	Shanghai Jiahanyin Investment Company Limited (上海甲翰寅投資有限公司), a limited company established in the PRC and is mainly engaged in investment activities, and an independent third party
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China, which for the purposes of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“PRC Business Day”	any day(s) (excluding Saturday(s), Sunday(s) and statutory holiday(s)) in the PRC
“PRC New Third Board”	the National Equities Exchange and Quotations System of the PRC
“PRC Trading Day”	any trading day of the PRC stock market, being Monday to Friday except PRC statutory holiday(s)
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	the share(s) with a nominal value of RMB1.00 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Shanghai Hejian Nutritional Food Products Company Limited* (上海禾健營養食品股份有限公司), a limited company established in the PRC and its shares are listed and capable of being transferred on the PRC New Third Board
“Target Group”	the Target Company and its subsidiaries from time to time
“Vendors”	Ms. Zhou Li, Mr. Zhou Dong, Jiahanyin Investment, Zhongwei Partnership and Baojiehui Partnership, and “Vendor” shall mean any of them

“Zhongwei Partnership”	Shanghai Zhongwei Chuangye Investment Centre Partnership* (上海中衛創業投資中心(有限合夥)), a limited partnership established in the PRC and is mainly engaged in investment management and advisory activities, and an independent third party
“%”	per cent

By Order of the Board
Nanjing Sinolife United Company Limited
Gui Pinghu
Chairman

Nanjing, the People's Republic of China, 17 December 2015

As of the date of this announcement, the executive Directors are Mr. Gui Pinghu, Ms. Zhang Yuan, Ms. Xu Li and Ms. Zhu Feifei; the non-executive Director is Mr. Xu Chuntao; and the independent non-executive Directors are Mr. Jiang Fuxin, Ms. Feng Qing and Mr. Vincent Cheng.

For the purpose of this announcement, unless otherwise specified, conversions of RMB into HK\$ are based on the approximate exchange rates of HK\$1.00 to RMB0.82.

* For identification purposes only