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## **利君國際醫藥(控股)有限公司**

**Lijun International Pharmaceutical (Holding) Co., Ltd.**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2005)**

### **ANNOUNCEMENT PURSUANT TO RULE 13.09 OF THE LISTING RULES**

This announcement is made pursuant to Rule 13.09 (1) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”).

The board of directors (the “**Board**”) of Lijun International Pharmaceutical (Holding) Co., Ltd. (the “**Company**”) announces that it has been informed by the substantial shareholders of the Company, namely Prime United Industries Limited (“**Prime United Industries**”) and China Pharmaceutical Company Limited (“**China Pharmaceutical**”), that Prime United Industries and China Pharmaceutical (the “**Vendors**”) have respectively entered into a conditional sale and purchase agreement (the “**Agreement**”) with Sichuan Kelun Pharmaceutical Co., Ltd. (the “**Purchaser**”), pursuant to which Prime United Industries and China Pharmaceuticals have agreed to sell to the Purchaser 180,000,000 shares and 180,000,000 shares of the Company at HK\$2.9167 per share (representing approximately 6.14% and 6.14% of the issued share capital of the Company respectively) (the “**Disposal**”). The principal conditions precedent set forth in the Agreement are as follows:

- (i) the Purchaser and/or the Vendors having received and obtained from the relevant government authorities, the Stock Exchange or any other stock exchanges and regulatory bodies (in whatever form) all authorizations, approvals, waivers, licenses or recordation (including approvals of other third parties) required under the applicable laws, regulations and rules (including but not limited to the Listing Rules or the rules of other stock exchanges) for entering into the Agreement, performance of the transactions under the Agreement, and valid signing of each of the documents required for completing the transactions under the Agreement;

- (ii) during the period from the signing date of the Agreement to the transaction date (inclusive of the signing date of the Agreement and the transaction date), there being nothing occurring to the Company and its subsidiaries (the “**Group**”), which has caused or may reasonably be expected to cause any material adverse change of or variation in the Group as a whole, and as a result affecting the decision of Purchaser (in the Purchaser’s reasonable judgment) to proceed with the transaction;
- (iii) in respect of the transactions under the Agreement and the impact of completing the transactions under the Agreement, the Purchaser having obtained from all relevant authorities in or outside of China all necessary approvals, permits or authorizations required in accordance with the relevant domestic provisions of China;
- (iv) the Purchaser and/or the Vendors not being required to make a mandatory general offer in accordance with Rule 26 of the Hong Kong Code on Takeovers and Mergers as a result of carrying out or completing the transactions under the Agreement; and
- (v) the Company having maintained its listing status and the trading of its shares on the Stock Exchange being continuing.

Under the Agreement, the Purchaser may waive or exempt the above principal condition precedent (ii) in whole or in part. If all conditions precedent cannot be fulfilled in full or waived or exempted before 30 June 2013 (or such other date as agreed between the Purchaser and the Vendors in writing), the Agreement shall be terminated immediately. After the termination of the Agreement, the parties to the Agreement shall not be under any obligation to continue the performance of the responsibilities and obligations under the Agreement.

In addition, under the Agreement, the Vendors and its related parties shall not within six months after the transaction increase their holdings or enter into any agreement with a view to increasing their holdings of any shares, bonds, share options, stock options or other similar securities of the Company, exception made for share options having been granted before the Agreement was entered into.

On the date of this announcement and before the completion of the Disposal, Prime United Industries and China Pharmaceutical respectively hold the interest in 769,986,000 shares and 685,800,000 shares of the Company (representing approximately 26.28% and 23.41% of the issued share capital of the Company). Assuming no additional new shares are issued by the Company, upon completion of the Disposal, Prime United Industries and China Pharmaceutical will respectively hold the interest in 589,986,000 shares and 505,800,000 shares of the Company (representing approximately 20.14% and 17.26% of the issued share capital of the Company) and the Purchaser will hold 360,000,000 shares of the Company (representing approximately 12.29% of the issued share capital of the Company) and will become another substantial shareholder of the Company.

**As the conditions precedent may or may not be fulfilled, shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.**

On behalf of the Board  
**Chow Hing Yeung**  
*Company Secretary*

Hong Kong, 28 December 2012

*As at the date of this announcement, the Board comprises Mr. Wu Qin, Mr. Qu Jiguang, Mr. Xie Yunfeng, Mr. Wang Xianjun and Mr. Duan Wei as executive Directors, and Mr. Wang Yibing, Mr. Leung Chong Shun and Mr. Chow Kwok Wai as independent non-executive Directors.*