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COL Capital Limited

(Incorporated in Bermuda with limited liability)

(Stock Code: 383)

**(I) DISCLOSEABLE TRANSACTION AND
CONNECTED TRANSACTION
IN RELATION TO THE ACQUISITION OF
EQUITY INTERESTS IN JIATAI CONSTRUCTION
INVOLVING ISSUE OF CONSIDERATION SHARES
UNDER SPECIFIC MANDATES;
(II) DISCLOSEABLE TRANSACTION
IN RELATION TO THE ACQUISITION OF
INTEREST IN AVEO CHINA
INVOLVING ISSUE OF CONSIDERATION SHARES
UNDER SPECIFIC MANDATE; AND
(III) PROPOSAL FOR
CHANGE OF COMPANY NAME**

The Board is pleased to announce that on 13 October 2015 (after trading hours), the Group (through Purchaser I, an indirect wholly-owned subsidiary of the Company) has entered into Jiatai Agreements with Vendor I, Vendor II and Vendor III, respectively, pursuant to which the Group has conditionally agreed to acquire, and Vendor I, Vendor II and Vendor III have conditionally agreed to sell, an aggregate of 39.48% equity interests in Jiatai Construction. Further, on the same day, Purchaser II, an indirect wholly-owned subsidiary of the Company, entered into Aveo Agreement, pursuant to which it has conditionally agreed to acquire, and Vendor IV has conditionally agreed to sell, 40% of the issued share capital in Aveo China. Each of the respective Jiatai Agreements and Aveo Agreement are not inter-conditional upon each other.

As one or more of the applicable percentage ratios (calculated under Rule 14.07 of the Listing Rules) in respect of each of Jiatai Acquisitions on an aggregated basis and Aveo Acquisition is more than 5% but all are less than 25%, each of Jiatai Acquisitions and Aveo Acquisition constitute discloseable transactions of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

As Jiatai Agreement I is entered into between the Group and a connected person at the non wholly-owned subsidiary level on normal commercial terms, it is only subject to reporting and announcement requirements and, therefore, is exempted from the circular, independent financial advice and shareholders' approval requirements under Rule 14A.101 of Chapter 14A of the Listing Rules. The Board has approved Jiatai Agreement I and the independent non-executive Directors have confirmed that the terms of Jiatai Agreement I are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

As completion of Jiatai Acquisition I, Jiatai Acquisition II, Jiatai Acquisition III and Aveo Acquisition are conditional on the satisfaction (or, if applicable, waiver) of certain conditions, Jiatai Acquisition I, Jiatai Acquisition II, Jiatai Acquisition III and/or Aveo Acquisition may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the Shares of the Company.

THE CHANGE OF COMPANY NAME

The Board of the Company proposes to change the English name of the Company from "COL Capital Limited" to "China Medical & HealthCare Group Limited" and to adopt a new Chinese name "中國醫療網絡有限公司" for identification purposes only in place of the existing Chinese name "中國網絡資本有限公司", which was adopted for identification purposes only.

SGM

The SGM will be convened for the Shareholders to consider, and if thought fit, among other things, to approve the granting of the Specific Mandates and the Change of Company Name. To the best knowledge of the Company, as at the date of this announcement, no Shareholder has a material interest in Jiatai Acquisitions, Aveo Acquisition and the Change of Company Name and hence all Shareholders can vote on the resolutions for approving the grant of the Specific Mandates and Change of Company Name.

GENERAL

A circular containing, among other matters, (i) details of Jiatai Acquisitions (including the allotment and issue of Jiatai Consideration Shares); (ii) Jiatai Specific Mandates; (iii) details of Aveo Acquisition (including the allotment and issue of Aveo Consideration Shares); (iv) Aveo Specific Mandate; (v) the Change of Company Name; (vi) a notice convening the SGM to approve the Change of Company Name; and (vii) other disclosure requirements under the Listing Rules will be despatched to the Shareholders as soon as practicable but in any event by no later than 4 November 2015.

Reference is made to the Company's announcements dated 15 September 2015 and 17 September 2015 relating to the issuance and acceptance of the Jiatai Offer Letters for the possible Jiatai Acquisitions.

Reference is also made to the Company's announcements dated 23 September 2015 and 24 September 2015 relating to the issuance and acceptance of the Aveo Offer Letter for the possible Aveo Acquisition.

Each of the respective Jiatai Agreements and Aveo Agreement are not inter-conditional upon each other.

The Board is pleased to announce that on 13 October 2015 (after trading hours), Purchaser I entered into Jiatai Agreements with the relevant vendors in respect of Jiatai Acquisitions.

JIATAI AGREEMENT I

The major terms of Jiatai Agreement I are as follows:

Date:

13 October 2015 (after trading hours)

Parties:

(i) Purchaser I

(ii) Vendor I

As at the date of this announcement, Jiatai Construction is held as to 60.52%, 28.07%, 9.00% and 2.41% by the Company, Vendor I, Vendor II and Vendor III, respectively. As Vendor I is a substantial shareholder of the Company's non wholly-owned subsidiary, Jiatai Construction, Vendor I is a connected person at the subsidiary level of the Company.

Assets to be acquired

28.07% equity interests in Jiatai Construction

Consideration

The consideration of Jiatai Acquisition I shall be RMB421,050,000 (equivalent to HK\$513,259,950) which, after setting-off of the amounts (principal and interests) as at the date of Jiatai Agreement I due from Vendor I and its associate to Jiatai Group on completion of Jiatai Agreement I, shall be satisfied by the allotment and issuance of Jiatai Consideration Shares I at the issue price of HK\$0.40 per Jiatai Consideration Share I credited as fully paid. As at the date of Jiatai Agreement I, such amounts due from Vendor I and its associate to Jiatai Group is RMB43,777,085 (equivalent to HK\$53,364,267). Vendor I has undertaken to pay Jiatai Group the interest accrued from the date of Jiatai Agreement I to the completion date of the said agreement in respect of the amounts due from the Vendor and its associates to Jiatai Group on the completion date thereof.

The original acquisition costs of 28.07% equity interests in Jiatai Construction of Vendor I was approximately USD32.8 million (equivalent to approximately HK\$255.7 million), being 28.07% of the registered capital of Jiatai Construction.

The consideration for Jiatai Acquisition I has been determined between Purchaser I and Vendor I after arm's length negotiation with reference to, among others, (i) the recent operating performance and asset value of Jiatai Group, (ii) Jiatai Group's ownership of three operating and well-established integrated hospitals (i.e. two Class III integrated hospitals namely the Nanjing Tongren Hospital (南京同仁醫院) and the Kunming Tongren Hospital (昆明同仁醫院) and one Class II integrated hospital namely the Yunnan Xinxinhua Hospital (雲南新新華醫院)) and two pieces of land for medical and health purposes situated at Nanjing and Kunming, PRC respectively, (iii) the experienced management and medical specialists team of Jiatai Group, (iv) the future prospect of Jiatai Group and (v) the settlement of the consideration by means of the Jiatai Consideration Shares I which will not involve any cash outlay for the Company.

Having considered the factors taken into account by the parties in arriving at the consideration as mentioned above, the Directors (including the independent non-executive Directors) are of the view that the consideration under Jiatai Agreement I is fair and reasonable and in the interests of the Company and its Shareholders as a whole.

Conditions precedents

Completion of Jiatai Acquisition I is subject to the following conditions precedent being fulfilled and/or waived by Purchaser I:

- (i) the warranties and undertaking given by Vendor I in Jiatai Agreement I remaining true and accurate;
- (ii) Vendor I having fulfilled/complied with all responsibility, undertaking and performance under Jiatai Agreement I on or before completion of Jiatai Agreement I;
- (iii) (where applicable) the passing by the Shareholders (or where applicable, by the independent Shareholders) of an ordinary resolution at the SGM approving the allotment and issue of Jiatai Consideration Shares I pursuant to Specific Mandate I;
- (iv) all necessary or appropriate approval(s) required for the entering into and execution of Jiatai Agreement I having been made and obtained, including but not limited to the approval(s) and consent(s) by any third party in Hong Kong, the PRC, Bermuda or any other places (including but not limited to any relevant governmental or regulatory authorities), and all the required filings and registrations having been completed with the relevant governmental or regulatory authorities, agencies or bodies; and the compliance of all applicable legal or other obligations;
- (v) there being no material adverse change with respect to the financial condition, business, operation or assets, operating results or business prospects of Jiatai Group having occurred from the date of Jiatai Agreement I to the completion of Jiatai Agreement I;

- (vi) the listing of and permission to deal in Jiatai Consideration Shares I having been granted by Listing Committee of the Stock Exchange and such listing and permission not subsequently being revoked prior to completion of Jiatai Agreement I; and
- (vii) the completion of registration and filing procedures in relation to the transfer of equity interests of Jiatai Construction, change of director(s) and legal representative (where applicable) pursuant to Jiatai Agreement I.

Purchaser I and Vendor I shall use their respective reasonable endeavours to procure the fulfilment of the above conditions. All of the above conditions can be waived by Purchaser I in writing in its sole discretion, except for conditions numbered (iii), (iv), (vi) and (vii), which cannot be waived. If the above conditions are not fulfilled (or as the case may be, waived by Purchaser I) within six months from the date of Jiatai Agreement I or such later date as Purchaser I may agree, Purchaser I may extend the aforesaid long stop date or take appropriate course of action (including the termination of Jiatai Agreement I) in its sole discretion. In the event that Purchaser I elects to terminate Jiatai Agreement I, save and except for the general provisions relating to, among others, confidentiality, governing law and process agent, Jiatai Agreement I shall cease and terminate and save and except antecedent breach thereof, neither Purchaser I and Vendor I shall have any obligations towards each other.

Completion

Subject to fulfilment and/or waiver of all the conditions precedent, completion of Jiatai Acquisition I shall take place on the tenth business day following the day on which the last of the conditions is fulfilled and the consideration shall be paid to Vendor I at the same time.

Lock-up undertaking

Vendor I irrevocably undertakes and guarantees to the Company and Purchaser I that it shall not directly or indirectly, conditionally or unconditionally, sell, transfer, dispose of or otherwise deal with any right or interest in any Jiatai Consideration Shares I together with any shares derived from such Jiatai Consideration Shares I upon any consolidation or subdivision of share capital by the Company or any issue of bonus shares by the Company from time to time (including the grant of any option over or in respect of any such shares) for a period of 24 months after the completion of Jiatai Agreement I.

JIATAI AGREEMENT II

The major terms of Jiatai Agreement II are as follows:

Date:

13 October 2015 (after trading hours)

Parties:

- (i) Purchaser I
- (ii) Vendor II

As at the date of this announcement, the Group holds approximately 2.59% shareholding interests in the listed holding company of Vendor II. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Vendor II and its ultimate beneficial owners are Independent Third Parties.

Assets to be acquired

The entire issued share capital in Super Red, a company incorporated in the BVI and indirectly holds 9.00% equity interests in Jiatai Construction. The 9.00% equity interests in Jiatai Construction will be Super Red Group's sole asset with no other assets and liabilities on completion of Jiatai Agreement II.

Consideration

The consideration of Jiatai Acquisition II shall be RMB135,000,000 (equivalent to HK\$164,565,000), which shall be satisfied by the allotment and issuance of Jiatai Consideration Shares II at the issue price of HK\$0.40 per Jiatai Consideration Share II credited as fully paid.

The consideration for Jiatai Acquisitions II has been determined between Purchaser I and Vendor II after arm's length negotiation with reference to, among others, (i) the recent operating performance and asset value of Jiatai Group, (ii) Jiatai Group's ownership of three operating and well established integrated hospitals (i.e. two Class III integrated hospitals namely the Nanjing Tongren Hospital (南京同仁醫院) and the Kunming Tongren Hospital (昆明同仁醫院) and one Class II integrated hospital namely the Yunnan Xinxinhua Hospital (雲南新新華醫院)) and 2 pieces of land for medical and health purposes situated at Nanjing and Kunming, PRC respectively, (iii) the experienced management and medical specialists team of Jiatai Group, (iv) the future prospect of Jiatai Group and (v) the settlement of consideration by means of the Jiatai Consideration Shares II which will not involve any cash outlay for the Company.

Having considered the factors taken into account by the parties in arriving at the consideration as mentioned above, the Directors are of the view that the consideration under Jiatai Agreement II is fair and reasonable and in the interests of the Company and the its Shareholders as a whole.

Conditions precedents

Completion of Jiatai Acquisition II is subject to the following conditions precedent being fulfilled and/or waived by Purchaser I:

- (i) the warranties and undertaking given by Vendor II in Jiatai Agreement II remaining true and accurate;
- (ii) Vendor II having fulfilled/complied with all responsibility, undertaking and performance under Jiatai Agreement II on or before completion of Jiatai Agreement II;
- (iii) (where applicable) the passing by the Shareholders (or where applicable, by the independent Shareholders) of an ordinary resolution at the SGM approving the allotment and issue of the Jiatai Consideration Shares II pursuant to Specific Mandate II;
- (iv) all necessary or appropriate approval(s) required for the entering into and execution of Jiatai Agreement II having been made and obtained, including but not limited to the approval(s) and consent(s) by any third party in Hong Kong, the PRC, Bermuda or any other places (including but not limited to any relevant governmental or regulatory authorities), and all the required filings and registration having been completed with the relevant governmental or regulatory authorities, agencies or bodies; and the compliance of all applicable legal or other obligations;
- (v) there being no material adverse change with respect to the financial condition, business, operation or assets, operating results or business prospects of Super Red Group having occurred from the date of Jiatai Agreement II to the completion of Jiatai Agreement II;
- (vi) the listing of and permission to deal in Jiatai Consideration Shares II having been granted by Listing Committee of the Stock Exchange and such listing and permission not subsequently being revoked prior to completion of Jiatai Agreement II; and
- (vii) the completion of the due diligence exercise on Super Red Group to the satisfaction of Purchaser I in its sole discretion (with the rendering of all necessary assistance by Vendor II).

Purchaser I and Vendor II shall use their respective reasonable endeavours to procure the fulfilment of the above conditions. All of the above conditions can be waived by Purchaser I in writing in its sole discretion, except for conditions numbered (iii), (iv) and (vi), which cannot be waived. If the above conditions are not fulfilled (or as the case may be, waived by Purchaser I) within six months from the date of Jiatai Agreement II or such later date as Purchaser I may agree, Purchaser I may extend the aforesaid long stop date or take appropriate course of action (including the termination of Jiatai Agreement II) in its sole discretion. In the event that Purchaser I elects to terminate Jiatai Agreement II, save and except for the general provisions relating to, among others, confidentiality, governing law and process agent, Jiatai Agreement II shall cease and terminate and save and except antecedent breach thereof, neither Purchaser I and Vendor II shall have any obligations towards each other.

Completion

Subject to fulfilment and/or waiver of all the conditions precedent, completion of Jiatai Acquisition II shall take place on the tenth business day following the day on which the last of the conditions is fulfilled and the consideration shall be paid to Vendor II at the same time.

Lock-up undertaking

Vendor II irrevocably undertakes and guarantees to the Company and Purchaser I that it shall not directly or indirectly, conditionally or unconditionally, sell, transfer, dispose of or otherwise deal with any right or interest in any Jiatai Consideration Shares II together with any shares derived from such Jiatai Consideration Shares II upon any consolidation or subdivision of share capital by the Company or any issue of bonus shares by the Company from time to time (including the grant of any option over or in respect of any such shares) for a period of 24 months after the completion of Jiatai Agreement II.

JIATAI AGREEMENT III

The major terms of Jiatai Agreement III are as follows:

Date:

13 October 2015 (after trading hours)

Parties:

- (i) Purchaser I
- (ii) Vendor III

Dato' Wong Peng Chong, an executive Director, is also an executive director of Vendor III. As at the date of this announcement, the Group holds approximately 4.78% shareholding interests in Vendor III. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Vendor III and its ultimate beneficial owners are Independent Third Parties.

Assets to be acquired

2.41% equity interests in Jiatai Construction

Consideration

The consideration of Jiatai Acquisition III shall be RMB36,150,000 (equivalent to HK\$44,066,850), which shall be satisfied by the allotment and issuance of Jiatai Consideration Shares III at the issue price of HK\$0.40 per Jiatai Consideration Share III credited as fully paid.

The consideration for Jiatai Acquisitions III has been determined between Purchaser I and Vendor III after arm's length negotiation with reference to, among others, (i) the recent operating performance and asset value of Jiatai Group, (ii) Jiatai Group's ownership of three operating and well established integrated hospitals (i.e. two Class III integrated hospitals namely the Nanjing Tongren Hospital (南京同仁醫院) and the Kunming Tongren Hospital (昆明同仁醫院) and one Class II integrated hospital namely the Yunnan Xinxinhua Hospital (雲南新新華醫院)) and two pieces of land for medical and health purposes situated at Nanjing and Kunming, PRC respectively, (iii) the experienced management and medical specialists team of Jiatai Group, (iv) the future prospect of Jiatai Group and (v) the settlement of consideration by means of the Jiatai Consideration Shares III which will not involve any cash outlay for the Company.

Having considered the factors taken into account by the parties in arriving at the consideration as mentioned above, the Directors are of the view that the consideration under Jiatai Agreement III is fair and reasonable and in the interests of the Company and its Shareholders as a whole.

Conditions precedents

Completion of Jiatai Acquisition III is subject to the following conditions precedent being fulfilled and/or waived by Purchaser I:

- (i) the warranties and undertaking given by Vendor III in Jiatai Agreement III remaining true and accurate;
- (ii) Vendor III having fulfilled/complied with all responsibility, undertaking and performance under Jiatai Agreement III on or before completion of Jiatai Agreement III;
- (iii) (where applicable) the passing by the Shareholders (or where applicable, by the independent Shareholders) of an ordinary resolution at the SGM approving the allotment and issue of Jiatai Consideration Shares III pursuant to Specific Mandate III;

- (iv) all necessary or appropriate approval(s) required for the entering into and execution of Jiatai Agreement III having been made and obtained, including but not limited to the approval(s) and consent(s) by any third party in Hong Kong, the PRC, Bermuda or any other places (including but not limited to any relevant governmental or regulatory authorities), and all the required filings and registration having been completed with the relevant governmental or regulatory authorities, agencies or bodies; and the compliance of all applicable legal or other obligations;
- (v) there being no material adverse change with respect to the financial condition, business, operation or assets, operating results or business prospects of Jiatai Group having occurred from the date of Jiatai Agreement III to the completion of Jiatai Agreement III;
- (vi) the listing of and permission to deal in the Jiatai Consideration Shares III having been granted by Listing Committee of the Stock Exchange and such listing and permission not subsequently being revoked prior to completion of Jiatai Agreement III; and
- (vii) the completion of registration and filing procedures in relation to the transfer of equity interests of Jiatai Construction pursuant to Jiatai Agreement III.

Purchaser I and Vendor III shall use their respective reasonable endeavours to procure the fulfilment of the above conditions. All of the above conditions can be waived by Purchaser I in writing in its sole discretion, except for conditions numbered (iii), (iv), (vi) and (vii), which cannot be waived. If the above conditions are not fulfilled (or as the case may be, waived by Purchaser I) within six months from the date of Jiatai Agreement III or such later date as Purchaser I may agree, Purchaser I may extend the aforesaid long stop date or take appropriate course of action (including the termination of Jiatai Agreement III) in its sole discretion. In the event that Purchaser I elects to terminate Jiatai Agreement III, save and except for the general provisions relating to, among others, confidentiality, governing law and process agent, Jiatai Agreement III shall cease and terminate and save and except antecedent breach thereof, neither Purchaser I and Vendor III shall have any obligations towards each other.

Completion

Subject to fulfilment and/or waiver of all the conditions precedent, completion of Jiatai Acquisition III shall take place on the tenth business day following the day on which the last of the conditions is fulfilled and the consideration shall be paid to Vendor III at the same time.

Lock-up undertaking

Vendor III irrevocably undertakes and guarantees to the Company and Purchaser I that it shall not directly or indirectly, conditionally or unconditionally, sell, transfer, dispose of or otherwise deal with any right or interest in any Jiatai Consideration Shares III together with any shares derived from such Jiatai Consideration Shares III upon any consolidation or subdivision of share capital by the Company or any issue of bonus shares by the Company from time to time (including the grant of any option over or in respect of any such shares) for a period of 24 months after the completion of Jiatai Agreement III.

INFORMATION ON JIATAI CONSTRUCTION

Jiatai Construction was established in the PRC with limited liability. As at the date of this announcement, Jiatai Construction is a non wholly-owned subsidiary of the Company and is held as to 60.52%, 28.07%, 9.00% and 2.41% by the Company, Vendor I, Vendor II and Vendor III, respectively. Jiatai Construction, through its subsidiaries, engages in the investment in and management and operation of healthcare and hospital businesses, trading of medical equipment and related supplies, and property development in the PRC.

Currently Jiatai Group owns three well-established operating integrated hospitals consisting of the Nanjing Tongren Hospital (南京同仁醫院) (Class III Integrated Hospital), the Kunming Tongren Hospital (昆明同仁醫院) (Class III Integrated Hospital) and Yunnan Xinxinhua Hospital (雲南新新華醫院) (Class II Integrated Hospital), offering a wide range of comprehensive hospital and healthcare services. Jiatai Group owns two pieces of vacant land for medical and health purposes each located near the Nanjing Tongren Hospital and the Kunming Tongren Hospital respectively. Jiatai Group also engages in property development operation in Nanjing, PRC and owns certain residential and commercial lands in Lianyungang, PRC.

For the year ended 31 December 2014, the property development project, Kangya Garden Phase III, was still in progress of which certain units had been pre-sold and any contribution to the result of Jiatai Group is expected only be recorded in late 2015.

Upon completion of Jiatai Acquisitions, Jiatai Construction will become a wholly-owned subsidiary of the Group.

The following is the audited consolidated financial information of the Jiatai Group as extracted from its audited consolidated financial statements for the two years ended 31 December 2013 and 31 December 2014 which were prepared in accordance with PRC accounting standards:

	For the year ended 31 December 2013 <i>RMB'000</i>	For the year ended 31 December 2014 <i>RMB'000</i>
Loss before taxation	1,827	71,612
Loss after taxation	24,176	81,126
Net assets	742,635	652,036

REASONS FOR AND BENEFITS OF JIATAI ACQUISITIONS

The Group considers that the outlook for the private healthcare sector in the PRC is positive due to its favourable demographic (such as aging population) and macro factors (such growing middle class), supportive government policies (such as the “Opinions on Promoting Further Reform of the Healthcare System (中共中央國務院關於深化醫藥衛生體制改革的意見) “which were promulgated by the State Council on March 17, 2009, the “Notice on the Implementation Measures for the Reform of the Healthcare System (2009 to 2011) (國務院關於印發醫藥衛生體制改革近期重點實施方案(2009-2011年)的通知)”, which was promulgated by the State Council on March 18, 2009 and the “Notice of the State Council on Forwarding the Opinions of the NDRC, the NHFPC and other Departments on Further Encouraging and Guiding Private Capital to Invest in Medical Institutions (關於進一步鼓勵和引導社會資本舉辦醫療機構意見的通知) (“Order No.58””, which was promulgated by the General Office of the State Council on November 26, 2010) and low penetration of private healthcare institutions. Further, there is an increase in the public awareness of health and safety in the PRC. As such, private sector investments in medical institutions, a key part of the ongoing healthcare reform in the PRC, is expected to continue to provide Jiatai Group with significant growth opportunities.

The Board considers that the terms and conditions of Jiatai Agreement I, Jiatai Agreement II and Jiatai Agreement III are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

AVEO AGREEMENT

The Board is pleased to announce that on 13 October 2015 (after trading hours), Purchaser II entered into Aveo Agreement with Vendor IV in respect of Aveo Acquisition.

The major terms of the Aveo Agreement are as follows:

Date:

13 October 2015 (after trading hours)

Parties:

- (i) Purchaser II
- (ii) Vendor IV

As at the date of this announcement, Ms. Chong Sok Un, being an executive Director, owns 4.125% of the issued share capital in Vendor IV. Save for the aforesaid, to the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, Vendor IV and its ultimate beneficial owners are Independent Third Parties.

Assets to be acquired

40% of the issued share capital in Aveo China (being 1,600 shares).

Consideration

The consideration of Aveo Acquisition shall be HK\$120 million, which shall be satisfied by the allotment and issuance of Aveo Consideration Shares at the issue price of HK\$0.40 per Consideration Share credited as fully paid.

The consideration for Aveo Acquisition has been determined between Purchaser II and Vendor IV after arm's length negotiation with reference to, among others, (i) the recent operating performance and asset value of Aveo China Group, (ii) Aveo China's development project, Tide Health Campus (天地健康城), an elderly care and retirement community platform in the PRC, (iii) the experienced management and professional team of Aveo China Group, (iv) the future prospect of Aveo China Group (v) the significant synergies with existing integrated hospitals, operations and other assets of Jiatai Group, (vi) the settlement of the consideration by means of the Aveo Consideration Shares which will not involve any cash outlay for the Company and (vii) the waiver on rights to any performance bonus pursuant to Aveo China Group's existing policy by Management Shareholders of Aveo China on completion of Aveo Acquisition.

Having considered the factors taken into account by the parties in arriving at the consideration as mentioned above, the Directors are of the view that the consideration under Aveo Agreement is fair and reasonable and in the interests of the Company and its Shareholders as a whole.

Conditions precedents

Completion of Aveo Acquisition is subject to the following conditions precedent being fulfilled and/or waived by Purchaser II:

- (i) the warranties and undertaking given by Vendor IV in Aveo Agreement remaining true and accurate;
- (ii) Vendor IV having fulfilled/complied with all responsibility, undertaking and performance under Aveo Agreement on or before completion of Aveo Agreement;
- (iii) (where applicable) the passing by the Shareholders (or where applicable, by the independent Shareholders) of an ordinary resolution at the SGM approving the allotment and issue of Aveo Consideration Shares pursuant to Aveo Specific Mandate;
- (iv) all necessary or appropriate approval(s) required for the entering into and execution of Aveo Agreement having been made and obtained, including but not limited to the approval(s) and consent(s) by any third party in Hong Kong, the PRC, Bermuda or any other places (including but not limited to any relevant governmental or regulatory authorities), and all the required filings and registrations having been completed with the relevant governmental or regulatory authorities, agencies or bodies; and the compliance of all applicable legal or other obligations;

- (v) there being no material adverse change with respect to the financial condition, business, operation or assets, operating results or business prospects of the Aveo China Group having occurred from the date of Aveo Agreement to the completion of Aveo Agreement;
- (vi) the listing of and permission to deal in Aveo Consideration Shares having been granted by Listing Committee of the Stock Exchange and such listing and permission not subsequently being revoked prior to completion of Aveo Agreement; and
- (vii) the completion of the due diligence exercise on Aveo China Group to the satisfaction of Purchaser II in its sole discretion (with the rendering of all necessary assistance by Vendor IV).

Purchaser II and Vendor IV shall use their respective reasonable endeavours to procure the fulfilment of the above conditions. All of the above conditions can be waived by Purchaser II in writing in its sole discretion, except for conditions numbered (iii), (iv) and (vi), which cannot be waived. If the above conditions are not fulfilled (or as the case may be, waived by Purchaser II) within six months from the date of the Aveo Agreement or such later date as Purchaser II may agree, Purchaser II may extend the aforesaid long stop date or take appropriate course of action (including the termination of Aveo Agreement) in its sole discretion. In the event that Purchaser II elects to terminate Aveo Agreement, save and except for the general provisions relating to, among others, confidentiality, governing law and process agent, Aveo Agreement shall cease and terminate and save and except antecedent breach thereof, neither Purchaser II and Vendor IV shall have any obligations towards each other.

Completion

Subject to fulfilment of all the conditions precedent, completion of Aveo Acquisition shall take place on the tenth business day following the day on which the last of the conditions is fulfilled and the consideration shall be paid to Vendor IV at the same time.

The Aveo Agreement also stipulates that each of the Management Shareholders of Aveo China would have to undertake that they would unconditionally and irrevocably waive the rights to any performance bonus, quarterly bonus, annual bonus, profit entitlement or bonus pursuant to Aveo China Group's existing policy upon completion of the Aveo Acquisition.

Lock-up undertaking

Vendor IV irrevocably undertakes and guarantees to the Company and Purchaser II that it shall not directly or indirectly, conditionally or unconditionally, sell, transfer, dispose of or otherwise deal with any right or interest in any Aveo Consideration Shares together with any shares derived from such Aveo Consideration Shares upon any consolidation or subdivision of share capital by the Company or any issue of bonus shares by the Company from time to time (including the grant of any option over or in respect of any such shares) for a period of 24 months after the completion of Aveo Agreement.

Information of the Aveo China Group

The Group currently owns 30% interest of Aveo China.

Aveo China Group is principally engaged in property development and project management businesses in the PRC with focus on elderly care and retirement community.

Currently, Aveo China Group has a development, namely Tide Health Campus (天地健康城), located in Zhu Jia Jiao County, Shanghai in the PRC to develop into a showcase project comprising a health industry headquarter and base, offering a range of elderly care and health services, and retirement related services packages to the elderlies. Tide Health Campus (天地健康城) consists of an elderly nursing home, service apartments, independent living units and a commercial area comprising shopping mall, retail shops and club hall facilities. Construction of the elderly nursing home, the independent living units and the commercial areas are expected to be completed around late 2015 to first quarter of 2016 of which certain units had been pre-sold and any contribution to the result of Aveo China Group is expected only be recorded following the completion of the development and issuance of occupation permits by relevant authorities. The construction of the service apartments is in progress.

Upon completion of Aveo Acquisition, Aveo China will be owned as to 70% by the Group and its result and assets and liabilities will be accounted for in the consolidated financial statements of the Group.

The following is the audited consolidated financial information of Aveo China for the two financial years ended 31 December 2013 and 2014 as extracted from its audited consolidated financial statements for the two years ended 31 December 2013 and 31 December 2014 which were prepared in accordance with Hong Kong accounting standards:

	For the year ended 31 December 2013	For the year ended 31 December 2014
	<i>HK\$'000</i>	<i>HK\$'000</i>
Loss before taxation	31,401	46,526
Loss after taxation	31,401	46,526
Net assets	145,319	85,366

On 11 February 2015, Ms. Chong Sok Un (an executive Director) and Aveo China entered into a call option agreement, whereby Aveo China granted a call option in favour of Ms. Chong Sok Un to acquire new shares in Aveo China at a consideration of HK\$75,000 per share, to the effect that Ms. Chong shall own 10% of the total number of issued shares in Aveo China at the time of exercise of the said option (approximately 9.09% of the total number of issued shares in Aveo China Group on an enlarged basis after the exercise of the said option). The call option is exercisable in whole or in part by Ms. Chong Sok Un from the date of the said agreement to the second anniversary of the date thereof. As at the date of this announcement, the total number of issued shares of Aveo China is 4,000 shares.

REASONS FOR AND BENEFITS OF AVEO ACQUISITION

The Group considers that the outlook for the private elderly care sector in the PRC is bright due to its favourable demographic (such as aging population) and macro factors (such growing middle class), supportive government policies (such as the “Opinions on Establishing a Unified Basic Pension Insurance System for Rural and Non-working Urban Residents (Guo Fa [2014] No. 8) (關於建立統一的城鄉居民基本養老保險制度的意見) (國發 [2014] 8號)” promulgated on 21 February 2014; the “Several Opinions on Promoting the Development of Health Service Industry (Guo Fa [2013] No. 40) (關於促進健康服務業發展的若干意見) (國發 [2013] 40號)” published on 28 September 2013; the “Several Opinions on Accelerating the Development of the Pension Service Industry (Guo Fa [2013] No. 35)(關於加快發展養老服務業的若干意見) (國發[2013] 35號)” issued on 6 September 2013, the “Notice on Issuing China’s Twelfth Five-year Plan for the Development of Elderly Care Industry (Guo Fa [2011] No.28) (關於印發中國老齡事業發展“十二五”規劃的通知) (國發 [2011] 28號)” promulgated on 17 September 2011; and the “Notice on Issuing the Plan for the Development of the Social Pension Service Industry (2011-2015) (Guo Ban Fa [2011] No.60) (關於印發社會養老服務體系建設規劃(2011-2015年)) (國辦發[2011] 60號)” published on 16 December 2011) and low penetration of private healthcare institutions. Further, there is an increase in the public awareness of health and safety in the PRC. As such, private sector investments in medical institutions, a key part of the ongoing healthcare reform in China, will continue to provide Aveo China Group with significant growth opportunities.

The Board considers that the terms and conditions of Aveo Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

THE CONSIDERATION SHARES AND ISSUE PRICE

The Consideration Shares will be issued under the respective Specific Mandates to be approved by the Shareholders for the issuance of Jiatai Consideration Shares I, Jiatai Consideration Shares II, Jiatai Consideration Shares III and Aveo Consideration Shares. Jiatai Consideration Shares I represents approximately 10.94% of the issued share capital of the Company as at the date of this announcement and approximately 9.86% of the issued share capital of the Company as enlarged by Jiatai Consideration Shares I. Jiatai Consideration Shares II represents approximately 3.91% of the issued share capital of the Company as at the date of this announcement and approximately 3.77% of the issued share capital of the Company as enlarged by Jiatai Consideration Shares II. Jiatai Consideration Shares III represents approximately 1.05% of the issued share capital of the Company as at the date of this announcement and approximately 1.04% of the issued share capital of the Company as enlarged by Jiatai Consideration Shares III. Aveo Consideration Shares represents approximately 2.85% of the issued share capital of the Company as at the date of this announcement and approximately 2.78% of the issued share capital of the Company as enlarged by Aveo Consideration Shares.

The Consideration Shares will, upon issue and credited as fully paid, rank *pari passu* in all respect with all the existing Shares then in issue. Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares.

Issue Price

The issue price of the Consideration Shares at HK\$0.40 per Share represents:

- (a) a discount of approximately 17.53% to the closing price of HK\$0.485 per Share as quoted on the Stock Exchange on 13 October 2015, the date of Jiatai Agreements and Aveo Agreement;
- (b) a discount of approximately 17.18% over the average closing price of approximately HK\$0.483 per Share as quoted on the Stock Exchange for the five consecutive trading days up to and including the date of Jiatai Agreements and Aveo Agreement;
- (c) a discount of approximately 16.67% over the average closing price of approximately HK\$0.48 per Share as quoted on the Stock Exchange for the ten consecutive trading days up to and including the date of Jiatai Agreements and Aveo Agreement;
- (d) no discount or premium over the closing price of HK\$0.4 per Share as quoted on the Stock Exchange on 15 September 2015, the date of Jiatai Offer Letters;
- (e) a discount of approximately 13.04% over the closing price of HK\$0.46 per Share as quoted on the Stock Exchange on 23 September 2015, the date of Aveo Offer Letter; and
- (f) a premium of 150% to the audited net asset value per share of the Group of HK\$0.16 as at 30 June 2015.

The issue price has been determined among the Company, Vendor I, Vendor II, Vendor III and Vendor IV after arm's length negotiation with reference to, the prevailing market price of the Shares and the financial performance of the Group.

Having considered the factors taken into account by the parties in arriving at the issue price as mentioned above, the Directors are of the view that the issue price is fair and reasonable and the issue of the Consideration Shares at the issue price is in the interests of the Company and Shareholders as a whole.

SHAREHOLDING STRUCTURE

Set out below is the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately following completion of Jiatai Acquisitions; and (iii) immediately following completion of Aveo Acquisition (assuming there is no other change in the shareholding structure of the Company from the date of this announcement up to the date of completion of Jiatai Acquisitions and Aveo Acquisition):

Name of Shareholder	Number of Shares as at the date of this announcement <i>Shares</i> (%)	Number of Shares immediately following completion of Jiatai Acquisitions <i>Shares</i> (%)	Number of Shares immediately following completion of Aveo Acquisition <i>Shares</i> (%)	Number of Shares immediately following completion of Jiatai Acquisitions and Aveo Acquisition <i>Shares</i> (%)
Vendor I	–	1,149,739,208 (9.44%)	–	1,149,739,208 (9.21%)
Vendor II	–	411,412,500 (3.38%)	–	411,412,500 (3.30%)
Vendor III	–	110,167,125 (0.91%)	–	110,167,125 (0.88%)
Vendor IV	–	–	300,000,000 (2.78%)	300,000,000 (2.40%)
Vigor Online (<i>Note</i>)	7,822,514,140 (74.44%)	7,822,514,140 (64.22%)	7,822,514,140 (72.37%)	7,822,514,140 (62.68%)
Other public Shareholders	2,686,239,800 (25.56%)	2,686,239,800 (22.05%)	2,686,239,800 (24.85%)	2,686,239,800 (21.53%)
Total	10,508,753,940 (100%)	12,180,072,773 (100%)	10,808,753,940 (100%)	12,480,072,773 (100%)

Note: On 13 July 2015, Vigor Online granted call options to certain grantees over an aggregate of 2,000,000,000 Shares in the Company held by it, representing approximately 19.03% of the total number of issued Shares of the Company as at the date of this announcement.

LISTING RULES IMPLICAITONS

As one or more of the applicable percentage ratios (calculated under Rule 14.07 of the Listing Rules) in respect of Jiatai Acquisitions on an aggregated basis is more than 5% but all are less than 25%, Jiatai Acquisitions constitute a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

As Jiatai Agreement I is entered into between the Group and a connected person at the non wholly-owned subsidiary level on normal commercial terms, it is only subject to reporting and announcement requirements and, therefore, is exempted from the circular, independent financial advice and shareholders' approval requirements under Rule 14A.101 of Chapter 14A of the Listing Rules. The Board has approved Jiatai Agreement I and the independent non-executive Directors have confirmed that the terms of Jiatai Agreement I are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole. As no Director has any material interest in Jiatai Agreement I and the transactions contemplated thereunder, no Director had abstained from voting in the resolution(s) of the Board to approve Jiatai Agreement I and the transactions contemplated thereunder.

As one or more of the applicable percentage ratios (calculated under Rule 14.07 of the Listing Rules) in respect of Aveo Acquisition is more than 5% but all are less than 25%, Aveo Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Pursuant to the Listing Rules, the consent of Shareholders in general meeting is required for the approving of the Specific Mandates. To the best knowledge of the Company, as at the date of this announcement, no Shareholder has a material interest in Jiatai Acquisitions and Aveo Acquisition and if a general meeting were required to be held, all Shareholders can vote on the resolution for approving the grant of the Specific Mandates.

GENERAL INFORMATION

The principal business of the Company is investment holding and through its subsidiaries engaged in securities trading and investments, provision of financial services, property investment and development, investment in and management and operation of healthcare and hospital businesses, trading of medical equipment and related supplies and strategic investment.

Each of Vendor I, Vendor II, Vendor III and Vendor IV is an investment holding company.

As completion of Jiatai Acquisition I, Jiatai Acquisition II, Jiatai Acquisition III and Aveo Acquisition are conditional on the satisfaction (or, if applicable, waiver) of certain conditions, Jiatai Acquisition I, Jiatai Acquisition II, Jiatai Acquisition III and/or Aveo Acquisition may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the shares of the Company.

THE CHANGE OF COMPANY NAME

The Board of the Company proposes to change the English name of the Company from "COL Capital Limited" to "China Medical & HealthCare Group Limited" and to adopt a new Chinese name "中國醫療網絡有限公司" for identification purposes only in place of the existing Chinese name "中國網絡資本有限公司", which was adopted for identification purposes only.

REASONS FOR THE CHANGE OF COMPANY NAME

The Group's principal business is investment holding and through its subsidiaries engaged in investment in and management and operation of healthcare and hospital businesses, trading of medical equipment and related supplies, property investment and development, securities trading and investments, provision of financial services and strategic investment.

In order to better reflect and benefit the Company's future development following the above acquisitions, the Board considers that the Change of Company Name is in the interests of the Company and its Shareholders as a whole.

CONDITIONS OF THE CHANGE OF COMPANY NAME

The Change of Company Name is subject to the following conditions:

1. the passing of a special resolution by the shareholders of the Company to approve the Change of Company Name at the SGM; and
2. the approval by the Registrar of Companies in Bermuda.

Subject to the satisfaction of the conditions set out above, the Change of Company Name will take effect on the date of issuance of the Certificate of Incorporation on Change of Name to be issued by the Registrar of Companies in Bermuda. The Company will carry out all necessary registration and/or filing procedures with the Registrar of Companies in Bermuda and the Companies Registry in Hong Kong.

EFFECTS OF THE CHANGE OF COMPANY NAME

The Change of Company Name will not affect any of the rights of the Shareholders or the Company's daily business operation and its financial position. All existing share certificates of the Company in issue bearing the existing name of the Company will, after the Change of Company Name becoming effective, continue to be evidence of title to the shares of the Company and will be valid for trading, settlement, registration and delivery for the same number of shares of the Company in the new name of the Company. As soon as the Change of Company Name has become effective, any new issue of share certificates will be issued in the new name of the Company. There will not be any arrangement for free exchange of the existing share certificates of the Company for new share certificates bearing the new name of the Company.

SGM

The SGM will be convened for the Shareholders to consider, and if thought fit, among other things, to approve the granting of the Specific Mandates and the Change of Company Name. To the best knowledge of the Company, as at the date of this announcement, no Shareholder has a material interest in Jiatai Acquisitions, Aveo Acquisition and the Change of Company Name and hence all Shareholders can vote on the resolutions for approving the grant of the Specific Mandates and Change of Company Name.

GENERAL

A circular containing, among other matters, (i) details of Jiatai Acquisitions (including the allotment and issue of Jiatai Consideration Shares); (ii) Jiatai Specific Mandates; (iii) details of Aveo Acquisition (including the allotment and issue of Aveo Consideration Shares); (iv) Aveo Specific Mandate; (v) the Change of Company Name; (vi) a notice convening the SGM to approve the Change of Company Name; and (vii) other disclosure requirements under the Listing Rules will be despatched to the Shareholders as soon as practicable but in any event by no later than 4 November 2015.

DEFINITIONS

Unless otherwise specified, the following terms have the following meanings in this announcement:

“associates”	has the meaning ascribed to it in the Listing Rules;
“Aveo Acquisition”	the acquisition of 40% of the issued share capital in Aveo China by Purchaser II from Vendor IV pursuant to the terms and conditions of the Aveo Agreement;
“Aveo Agreement”	the agreement dated 13 October 2015 entered into between Purchaser II and Vendor IV in relation to Aveo Acquisition;
“Aveo China”	Aveo China (Holdings) Limited, a limited liability company incorporated in the BVI and owned as to, among others, 30% and 40% by Star Paging and Vendor IV, respectively;
“Aveo China Group”	Aveo China and its subsidiaries;
“Aveo Consideration Shares”	300,000,000 new Shares to be allotted and issued by the Company credited as fully paid as consideration for the Aveo Acquisition;
“Aveo Offer Letter”	the offer letter dated 23 September 2015 issued to Vendor IV by Star Paging in relation to Aveo Acquisition;
“Aveo Specific Mandate”	the mandate to be sought from Shareholders for the allotment and issuance of the Aveo Consideration Shares;
“Board”	the board of Directors;
“BVI”	British Virgin Islands;
“Company”	COL Capital Limited (stock code: 383), a company incorporated in Bermuda and the Shares of which are listed on the Main Board of the Stock Exchange;
“Change of Company Name”	the change of English name of the Company from “COL Capital Limited” to “China Medical & HealthCare Group Limited” and the Chinese name of the Company from “中國網絡資本有限公司” for identification purposes only to “中國醫療網絡有限公司”, which was adopted for identification purposes only;

“connected person(s)”	has the meaning ascribed thereto in the Listing Rules;
“Consideration Share(s)”	Jiatai Consideration Shares I, Jiatai Consideration Shares II, Jiatai Consideration Shares III and Aveo Consideration Shares, each a “Consideration Share”;
“Director(s)”	director(s) of the Company;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	Hong Kong Special Administrative Region of the PRC;
“Independent Third Party(ies)”	third party independent of and not connected with the Company and any of its connected persons or their respective associates;
“Jiatai Acquisition I”	the acquisition of 28.07% equity interests in Jiatai Construction by Purchaser I from Vendor I pursuant to the terms and conditions of Jiatai Agreement I;
“Jiatai Acquisition II”	the acquisition of the entire issued share capital in Super Red (which indirectly holds 9.00% equity interests in Jiatai Construction) by Purchaser I from Vendor II pursuant to the terms and conditions of Jiatai Agreement II;
“Jiatai Acquisition III”	the acquisition of 2.41% equity interests in Jiatai Construction by Purchaser I from Vendor III pursuant to the terms and conditions of Jiatai Agreement III;
“Jiatai Acquisitions”	Jiatai Acquisition I, Jiatai Acquisition II and Jiatai Acquisition III, and each a “Jiatai Acquisition”;
“Jiatai Agreement I”	the agreement dated 13 October 2015 entered into between Vendor I and Purchaser I in relation to Jiatai Acquisition I;
“Jiatai Agreement II”	the agreement dated 13 October 2015 entered into between Vendor II and Purchaser I in relation to Jiatai Acquisition II;
“Jiatai Agreement III”	the agreement dated 13 October 2015 entered into between Vendor III and Purchaser I in relation to Jiatai Acquisition III;

“Jiatai Agreements”	Jiatai Agreement I, Jiatai Agreement II and Jiatai Agreement III, and each a “Jiatai Agreement”;
“Jiatai Construction”	Lianyungang Jiatai Construction Co. Ltd.* (連雲港嘉泰建設工程有限公司), a limited liability company established under the laws of the PRC and owned as to approximately 60.52% by the Company;
“Jiatai Group”	Jiatai Construction and its subsidiaries;
“Jiatai Consideration Shares”	Jiatai Consideration Shares I, Jiatai Consideration Shares II and Jiatai Consideration Shares III;
“Jiatai Consideration Shares I”	1,149,739,208 new Shares to be allotted and issued by the Company credited as fully paid as consideration for Jiatai Acquisition I;
“Jiatai Consideration Shares II”	411,412,500 new Shares to be allotted and issued by the Company credited as fully paid as consideration for Jiatai Acquisition II;
“Jiatai Consideration Shares III”	110,167,125 new Shares to be allotted and issued by the Company credited as fully paid as consideration for the Jiatai Acquisition III;
“Jiatai Offer Letters”	Jiatai Offer Letter I, Jiatai Offer Letter II and Jiatai Offer Letter III, and each a “Jiatai Offer Letter”;
“Jiatai Offer Letter I”	the offer letter dated 15 September 2015 issued to Vendor I by the Company in relation to Jiatai Acquisition I;
“Jiatai Offer Letter II”	the offer letter dated 15 September 2015 issued to 泰球(上海)投資管理有限公司(Taiqiu (Shanghai) Investment Management Company Limited*, the direct shareholder holding 9% equity interests in Jiatai Construction, which in turn is indirect wholly-owned by Super Red) by the Company in relation to Jiatai Acquisition II;
“Jiatai Offer Letter III”	the offer letter dated 15 September 2015 issued to Vendor III by the Company in relation to Jiatai Acquisition III;
“Jiatai Specific Mandates”	Specific Mandate I, Specific Mandate II and Specific Mandate III
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;

“PRC”	the People’s Republic of China, for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;
“Purchaser I”	Join Capital Limited (邦盈有限公司), a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company;
“Purchaser II”	Track Record Global Limited, a limited liability company incorporated in the BVI and an indirect wholly-owned subsidiary of the Company;
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“SGM”	the special general meeting of the Company to be convened to consider, and if thought fit, among other things, to approve the granting of the Specific Mandates and the Change of Company Name;
“Share(s)”	ordinary share(s) of HK\$0.0005 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of the issued Share(s);
“Specific Mandates”	Jiatai Specific Mandates and Aveo Specific Mandate;
“Specific Mandate I”	the mandate to be sought from Shareholders for the allotment and issuance of Jiatai Consideration Shares I;
“Specific Mandate II”	the mandate to be sought from Shareholders for the allotment and issuance of Jiatai Consideration Shares II;
“Specific Mandate III”	the mandate to be sought from Shareholders for the allotment and issuance of Jiatai Consideration Shares III;
“Star Paging”	Star Paging (BVI) Limited, a limited liability company in the BVI and a direct wholly-owned subsidiary of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Super Red”	Super Red Investments Limited, a company incorporated in the BVI and indirectly holds 9.00% equity interests in Jiatai Construction;

“Super Red Group”	Super Red and its subsidiaries;
“Vendor I”	Greatime Management Corp., a company incorporated in the BVI with limited liability, a connected person at the subsidiary level of the Company;
“Vendor II”	Fareast Global Limited, a company established in the BVI with limited liability;
“Vendor III”	Asia Development Capital Co., Ltd. (formerly known as Asia Alliance Holdings Co., Ltd.), a Japanese stock company, the shares of which are listed on the Tokyo Stock Exchange;
“Vendor IV”	Jian Xiang Limited, a limited liability company incorporated in the BVI and owned as to 50%, 25%, 12.5%, 3%, 2.875% and 2.5% beneficially by Zhang Huagang, Deng Yaodong, Xu Lingyun, Li Zhi, Han Zhiyong and Xue Lian (all being management of Aveo China Group “Management Shareholders of Aveo China”), and 4.125% by Chong Sok Un, respectively;
“Vigor Online”	Vigor Online Offshore Limited, a company incorporated in the BVI with limited liability and a controlling Shareholder holding 7,822,514,140 Shares representing approximately 74.44% of the entire issued share capital of the Company. On 13 July 2015 Vigor Online Offshore Limited granted call options to certain grantees over an aggregate of 2,000,000,000 Shares in the Company representing approximately 19.03% of the total number of issued Shares of the Company as at the date of this announcement;
“%”	per cent.;
“RMB”	Renminbi, the lawful currency of the PRC; and
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong.

By Order of the Board
COL Capital Limited
Chong Sok Un
Chairman

Hong Kong, 13 October 2015

As at the date of this announcement, the Board comprises Ms. Chong Sok Un (Chairman), Dato’ Wong Peng Chong and Mr. Kong Muk Yin as Executive Directors; and Mr. Lau Siu Ki, Mr. Ma Wah Yan and Mr. Zhang Jian as Independent Non-Executive Directors.

For the purpose of illustration only and unless otherwise stated, conversion of USD into HK\$ in this announcement is based on the exchange rate of USD1.00 to HK\$7.8. Such conversion should not be construed as a representation that any amount has been, could have been, or may be, exchanged at this or any other rate.