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**SINOMEDIA HOLDING LIMITED**  
**中視金橋國際傳媒控股有限公司**

*(incorporated in Hong Kong with limited liability)*

**(Stock Code: 623)**

**MAJOR TRANSACTION — FRAMEWORK AGREEMENT  
IN RELATION TO  
(I) NOT TO PROCEED TO COMPLETION — ACQUISITION  
OF PROPERTY AT DONGDAQIAO  
(II) ACQUISITION OF PROPERTY AT TIANJIE BUILDING**

**MAJOR TRANSACTION — FRAMEWORK AGREEMENT**

In order to facilitate and accommodate the future development of the Group, the Board sees Dongdaqiao Property previously intended to be acquired from the Dongdaqiao Vendors may not be able to satisfy the Group's future expansion. Thus, on 12 December 2012, the Purchaser, a 99.7% owned subsidiary of the Company, entered into the Framework Agreement with the Vendor (being an affiliate of the Dongdaqiao Vendors), the Dongdaqiao Vendors and the Intercepting Agent, pursuant to which (i) the Dongdaqiao Vendors and the Purchaser have agreed to terminate the Dongdaqiao Acquisition; (ii) the Vendor agreed to sell, and the Purchaser agreed to purchase the Tianjie Property Interests for a Consideration of RMB665,629,800 (equivalent to approximately HK\$812,733,986) and (iii) the Purchaser agreed to pay an Intercepting Fees of RMB188,595,110 (equivalent to approximately HK\$230,274,629) to the Intercepting Agent. The aggregate amount payable by the Purchaser for the Tianjie Acquisition will thus be RMB854,224,910 (equivalent to approximately HK\$1,043,008,615).

The Dongdaqiao Vendors and the Purchaser being all the parties to the Dongdaqiao Agreement agreed not to proceed to completion of the Dongdaqiao Acquisition and the Dongdaqiao Vendors shall repay the Purchaser all the consideration paid by the Purchaser under the Dongdaqiao Agreement in the sum of RMB230,000,000 (equivalent to approximately HK\$280,830,000). The Purchaser agreed to deliver the Dongdaqiao Property back to the Dongdaqiao Vendors on conditions.

## **IMPLICATIONS UNDER THE LISTING RULES**

Pursuant to Rule 14.06 of the Listing Rules, the transactions contemplated under the Framework Agreement constitute a major transaction of the Company as certain relevant percentage ratio(s) under Rule 14.07 of the Listing Rules in respect of the aggregate amount payable by the Purchaser for the Tianjie Acquisition under the Framework Agreement exceeds 25% but are under 100% and is subject to the announcement requirement and the approval of the Shareholders under Chapter 14 of the Listing Rules.

The Board confirms that no Shareholder has a material interest in the Framework Agreement and the transactions contemplated thereunder, and none is required to abstain from voting if the Group was to convene a special general meeting for the approval of the Framework Agreement and the transactions contemplated thereunder. Moreover, a closely allied group of Shareholders which together are beneficially interested in an aggregate of 304,914,821 Shares, representing approximately 54.87% of the entire issued share capital of the Company as at the date of this announcement, has given its written approval for the Framework Agreement and the transactions contemplated thereunder pursuant to Rule 14.44 of the Listing Rules. Accordingly, such written approval will be accepted in lieu of convening an extraordinary general meeting to approve the Framework Agreement and the transactions contemplate thereunder as permitted under Rule 14.44.

A circular containing, amongst others, further information of the Framework Agreement and the transactions contemplated thereunder and a valuation report of the Tianjie Property Interests will be despatched to the Shareholders in accordance with the requirements of the Listing Rules on or before 7 January 2013.

## **BACKGROUND**

In order to facilitate and accommodate the future development of the Group, the Board sees the Dongdaqiao Acquisition, which has not been completed, may not be able to satisfy the Group's future expansion. The Intercepting Agent arranged the Vendor to sell to the Purchaser the Tianjie Property Interests. Thus, the Purchaser, the Vendor, the Dongdaqiao Vendors, who are the affiliates of the Vendor, and the Intercepting Agent entered into the Framework Agreement for the following matters:

- (A) not to proceed to completion of the Dongdaqiao Acquisition;
- (B) the Tianjie Acquisition; and
- (C) the settlement of the intercepting services provided to the Parties in relation to the Tianjie Acquisition.

# THE FRAMEWORK AGREEMENT

**Date** 12 December 2012

## **Parties**

- (1) Vendor Beijing Aozhong Xingye Real Estate Development Company Limited\* (北京奧中興業房地產開發有限公司 (Beijing Aozhong Xingye Real Estate Development Company Limited\*))
- (2) Purchaser CTV Golden Bridge International Media Group Co., Ltd., a sino-foreign equity joint venture enterprise which is owned as to 99.7% by the Company
- (3) Dongdaqiao Vendors Mr. Fan, Mr. Ji and Shi Mao Tian Jie; each an affiliate of the Vendor
- (4) Intercepting Agent an Independent Third Party

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, each of the Vendor, the Dongdaqiao Vendors and the Intercepting Agent is an Independent Third Party.

The major terms of the Framework Agreement in relation to the following matters are set out below:

## **TERMINATION OF THE DONGDAQIAO ACQUISITION**

Reference is made to the announcement of the Company dated 21 September 2011 in respect of the Dongdaqiao Agreement.

The Dongdaqiao Vendors and the Purchaser being all the parties to the Dongdaqiao Agreement agreed not to proceed to completion of the Dongdaqiao Acquisition and shall absolutely and irrevocably release the other from all obligations and duties under the Dongdaqiao Agreement whatsoever and neither party shall have any claims against the other whatsoever.

It is agreed that within 180 days from the date of the Framework Agreement, the Dongdaqiao Vendors shall repay the Purchaser all the consideration paid by the Purchaser under the Dongdaqiao Agreement in the sum of RMB230,000,000 (equivalent to approximately HK\$280,830,000) ("**the Refund**").

The Purchaser agreed to deliver to the Dongdaqiao Vendors the Dongdaqiao Property in its current physical condition within 1 working day of the completion of the registration of transfer of the property ownership rights and land use rights of the 6th to 16th Floor to the Purchaser. The Vendor agreed to pay the Purchaser such sum to be assessed and agreed by both parties in relation to the renovation done by the Purchaser on the Dongdaqiao Property which is taken up by the Dongdaqiao Vendors. The Purchaser shall remove any renovation on the Dongdaqiao Property which is not taken up by the Dongdaqiao Vendors within 60 days of the notice given by the Dongdaqiao Vendors.

The Board considers the termination of the Dongdaqiao Acquisition will not have any material adverse impact on the existing business, operation or financial condition of the Group.

## **TIANJIE ACQUISITION**

The Vendor agreed to sell and the Purchaser agreed to purchase the Tianjie Property Interests upon the terms and conditions contained therein.

### **The Tianjie Property Interests:**

The Tianjie Property Interests relate to the premises located in the Tianjie Building which is situated at Block 4, 9 Guanhua Road, Chaoyang District, Beijing, the PRC, and comprise a total of 25 floors above ground and 3 floors underground with the 1st to 5th floor for commercial use, the 6th to 25th floor for office use, the 1st underground floor for equipments storage, the 2nd underground floor for garage and the 3rd underground floor include an area for civil air defence.

The Tianjie Property Interests comprise the property ownership rights and land use rights of the entire 6th to 16th Floor of a total gross construction area of approximately 22,187 square meters, and the property ownership rights of the 40 parking lots located on the 2nd underground floor of the Tianjie Building.

The Tianjie Property Interests are currently mortgaged to Agricultural Bank of China Limited Beijing Chongwen Branch (中國農業銀行股份有限公司北京崇文支行) by the Vendor and shall be discharged within 20 working days after the 1st Instalment is paid in full by the Purchaser.

Part of the Tianjie Property Interests is subject to tenancy arrangements between the Vendor and the current tenants.

### **Consideration:**

The Consideration for the Tianjie Property Interests is RMB665,629,800 (equivalent to approximately HK\$812,733,986) payable to the Vendor by the Purchaser in cash. The Consideration was determined after arm's length negotiations amongst the Parties on normal commercial terms and with reference to the market value of the Tianjie Property Interests. The Directors (including the independent non-executive Directors) believe that the consideration is fair and reasonable in the interests of the Company and the Shareholders as a whole.

### **Terms of Payment of the Consideration:**

The Consideration shall be paid by the Purchaser in the following manners:

- (1) A sum of RMB140,000,000 (equivalent to approximately HK\$170,940,000) and a sum of RMB400,000,000 (equivalent to approximately HK\$488,400,000) will be paid by the Purchaser to a designated account for the discharge of the Mortgage respectively (i) within 1 working day after the signing of the Framework Agreement and (ii) within 1 working day after the signing of the Sale and Purchase Agreement and the online record filing of the Sale and Purchase Agreement (collectively the “**1st Instalment**”);

- (2) A sum of RMB41,404,890 (equivalent to approximately HK\$50,555,371) will be paid by the Purchaser to the Vendor on the day when the Dongdaqiao Vendors complete the payment of the Refund in relation to the Dongdaqiao Property to the Purchaser in accordance with the terms of the Framework Agreement (the “**2nd Instalment**”);
- (3) A sum of RMB54,224,910 (equivalent to approximately HK\$66,208,615) will be paid by the Purchaser to the Vendor (the “**3rd Instalment**”) within 2 working days after the Vendor has completed the followings:
- (i) transfers the property ownership rights and land use rights of the 6th to 16th Floor to the Purchaser; and
  - (ii) delivers possession of (a) the 5th Floor, (b) the 6th to 16th Floor and (c) the parking lots located on the 2nd underground floor and the 3rd underground floor which is scheduled to take place no later than 5 working days after the payment of the 1st Instalment for the parts not subject to tenancy and 15 working days after the payment of the 1st Instalment for the parts subject to tenancy in accordance with the terms of the Framework Agreement; and
- (4) A sum of RMB30,000,000 (equivalent to approximately HK\$36,630,000) will be paid by the Purchaser to the Vendor (collectively the “**4th Instalment**”) in the following manner:
- (i) RMB9,000,000 (equivalent to approximately HK\$10,989,000) will be paid within 2 working days after the Vendor transfers the property ownership rights of the 40 parking lots on the 2nd underground floor of the Tianjie Building to the Purchaser;
  - (ii) RMB5,000,000 (equivalent to approximately HK\$6,105,000) will be paid within 2 working days after the Vendor delivers possession of an area of 500 square meters on the 3rd underground floor of the Tianjie Building which is scheduled to take place no later than 9 February 2013 in accordance with the terms of the Framework Agreement;
  - (iii) RMB3,000,000 (equivalent to approximately HK\$3,663,000) will be paid within 2 working days after the Vendor delivers possession of an area of 366 square meters on the 3rd underground floor of the Tianjie Building which is scheduled to take place no later than 31 January 2014 in accordance with the terms of the Framework Agreement; and
  - (iv) RMB13,000,000 (equivalent to approximately HK\$15,873,000) will be paid by the Purchaser to the Vendor within 2 working days after the completion of the Renaming of the Tianjie Building.

The Tianjie Acquisition will be financed by internal resources of the Group.

## **Other Major Terms of the Tianjie Acquisition:**

### **1. Licence to the exclusive use of the part of the 5th floor, certain parking lots and area of the 3rd underground floor of the Tianjie Building**

The Vendor undertakes to grant a licence to the exclusive use of 16 parking lots and an area of 866 square meters on the 3rd underground floor of the Tianjie Building until 7 August 2057.

In relation to the commercial area of the 5th floor of the Tianjie Building with gross internal floor area of approximately 430 square meters and balcony area of approximately 230 square meters (the “**5th Floor Commercial Area**”), the Vendor undertakes to first let the 5th Floor Commercial Area to the Purchaser for 20 years from the date of the payment of the 1st Instalment followed by the immediate grant of licence to exclusive use of such area to the Purchaser till 7 August 2047. The Purchaser is under no obligation to pay rent during the tenancy period.

Pursuant to the Framework Agreement, the Vendor shall enter into a tenancy agreement of the 5th Floor Commercial Area with the Purchaser on the date of the Framework Agreement with the following conditions, among other things, that

- (i) the Purchaser shall not sublet or change the structure of any part of the 5th Floor Commercial Area without the consent of the Vendor; otherwise, the Purchaser shall rectify within 5 days after the receipt of the Vendor’s notice;
  - a) in case the Purchaser fails to do so, the Vendor is entitled to a compensation per day at 0.021% of the paid Consideration until such rectifications are made; and
  - b) in case the Purchaser fails to rectify within 3 months after the receipt of the Vendor’s notice, or in case the Purchaser enters into any business agreement in respect of the 5th Floor Commercial Area with any third party without the consent of the Vendor, the Vendor is entitled to withdraw the Purchaser’s licence to the exclusive use of the 5th Floor Commercial Area without any compensation to the Purchaser;
- (ii) the Vendor may pledge or mortgage the 5th Floor Commercial Area but shall ensure the Purchaser that the leasehold rights and the subsequent licence right of the Purchaser would not be affected by such pledge or mortgage, otherwise the Vendor shall compensate all the damages suffered by the Purchaser.

### **2. Renaming of Tianjie Building**

The Vendor is required to arrange the change of name of Tianjie Building to “金橋天階大廈 (Golden Bridge Tianjie Building)” within 1 year after the signing of the Framework Agreement and the Purchaser is responsible for the costs of relevant governmental administration and instalment of new name signs on the Tianjie Building.

### ***3. Discharge of the Mortgage***

The Vendor undertakes to arrange the discharge of the Mortgage within 20 working days upon the 1st Instalment is paid in full by the Purchaser.

### ***4. Registration of the transfer of property ownership rights and land use rights of Tianjie Property Interests***

The Vendor agrees to complete all the necessary procedures for the registration of the transfer of the property ownership rights and land use rights of the 6th to 16th Floor to the Purchaser no later than 30 working days after the payment of the 1st Instalment and the property ownership rights of the 40 parking lots on the 2nd underground floor within 1 year after the Mortgage is discharged.

### ***5. Tenants of the Tianjie Property Interests***

The Vendor shall notify the tenants of the 6th to 16th Floor in writing that the property ownership rights and the land use rights of the 6th to 16th Floor shall be transferred to the Purchaser and shall coordinate each of the tenants to enter into new tenancy arrangement with the Purchaser after the 1st Instalment is paid in full by the Purchaser. The Purchaser is entitled to the rent paid by the tenants of the 6th to 16th Floor from the date of payment of the 1st Instalment. The Vendor shall return such rent to the Purchaser within 15 working days upon its receipt on behalf of the Purchaser.

For those tenants of the 6th to 16th Floor who do not enter into new tenancy arrangement with the Purchaser, the Vendor shall be responsible to effect the moving out of the tenants and the costs and liabilities thereof and to deliver vacant possession of the respective property to the Purchaser at the end of such tenants' respective tenancy and in any event no later than 31 December 2015.

## **REASONS FOR THE TIANJIE ACQUISITION**

The Tianjie Acquisition was mainly due to the fact that the floor area of the Dongdaqiao Property the Group originally planned to acquire is inadequate to satisfy the needs of the current business development and team expansion of the Group. Also, the existing office locations of the Group are widely scattered, while the consolidation of office locations can simplify management, strengthen communication and improve operational efficiency, which will in turn support the Group's overall development. Furthermore, the Tianjie Building, which will be renamed as "Golden Bridge Tianjie Building", is located near the new China Central Television building, and will give regional advantage for related business development and enhance the overall corporate image and the brand name of the Group as a domestic media operation group. The Directors are of the view that the Tianjie Acquisition would be beneficial to the Group.

Having considered to the aforesaid reasons, the Directors considered that the terms of the Framework Agreement and the transactions contemplated thereunder were fair and reasonable and on normal commercial terms, and that the entering into the Framework Agreement is in the interests of the Company and the Shareholders as a whole.

## **SETTLEMENT FOR THE INTERCEPTING SERVICES**

The Intercepting Agent provided intercepting services for the Tianjie Acquisition in return for an Intercepting Fees in the sum of RMB188,595,110 (equivalent to approximately HK\$230,274,629). Pursuant to the Framework Agreement, it is agreed that such Intercepting Fees shall be borne by the Purchaser and be payable in cash upon the fulfillment of the following conditions by the Vendor and/or the Dongdaqiao Vendors:

1. after 20 working days of the payment of the Refund to the Purchaser by the Dongdaqiao Vendors in accordance with the Framework Agreement; and
2. the Vendor completes the registration of the transfer of the property ownership rights and the transfer of land use rights of the 6th to 16th Floor to the Purchaser in accordance with the Framework Agreement.

In the event that the Framework Agreement or any of the agreement contemplated thereunder is terminated and that results in the Purchaser could not acquire the property ownership rights and land use rights of the 6th to 16th Floor, the Purchaser shall not be liable to pay any Intercepting Fees and any Intercepting Fees paid shall be returned to the Purchaser.

## **DUE PERFORMANCE OF THE FRAMEWORK AGREEMENT BY THE VENDOR**

Shi Mao Tian Jie, 北京奧中基業房地產開發有限公司 (Beijing Aozhong Jiye Property Development Limited\*) and 北京奧中世貿物業管理有限公司 (Beijing Aozhong Shi Mao Property Management Limited\*) shall jointly guarantee the due performance of the Vendor's obligations under the Framework Agreement in relation to the sale of the property ownership rights and land use rights of the 6th to 16th Floor to the Purchaser up and until the date of completion of the transfer of the property ownership rights and the transfer of land use rights of the 6th to 16th Floor to the Purchaser. Pursuant to the Framework Agreement, Shi Mao Tian Jie, 北京奧中基業房地產開發有限公司 (Beijing Aozhong Jiye Property Development Limited \*), 北京奧中世貿物業管理有限公司 (Beijing Aozhong Shi Mao Property Management Limited\*) and the Vendor shall enter into a guarantee agreement on the date of the Framework Agreement in favour of the Purchaser.

## **TERMINATION OF THE FRAMEWORK AGREEMENT**

In case of default or delay of the Vendor in respect of any of its obligations under the Framework Agreement, for each day of such default or delay the Purchaser is entitled to 0.021% of the paid Consideration as compensation and entitled to delay payment of any parts of the unpaid Consideration until such obligations are fulfilled. In case the default or delay of the Vendor in respect of any of its obligations under the Framework Agreement exceeds 30 days, the Purchaser is entitled to terminate the Framework Agreement.



Upon such termination, (a) the Vendors shall repay to the Purchaser all the Consideration paid by the Purchaser under the Framework Agreement within 15 working days after the receipt of the termination notice and a compensation per day at 0.021% of the paid Consideration if in default; and (b) a compensation representing an interest at 10% per annum of the Consideration paid from the day of actual payment of the Consideration until the actual repayment.

In case of default or delay of the Purchaser in respect of any of its obligations under the Framework Agreement, for each day of such default or delay the Vendor is entitled to 0.021% of the unpaid Consideration as compensation until such obligations are fulfilled. In case the default or delay of the Purchaser in respect of its obligations under the Framework Agreement exceeds 30 days, the Vendor is entitled to terminate the Framework Agreement.

Upon such termination, (a) the Purchaser shall pay the Vendor a compensation representing 10% of the unpaid Consideration within 30 working days after the receipt of the termination notice from the Vendor and a compensation per day at 0.021% of the unpaid Consideration if in default; and (b) the Vendors shall repay to the Purchaser all the Consideration paid by the Purchaser under the Framework Agreement.

In case the Vendor sells the Tianjie Property Interests to a party other than the Purchaser, the Vendor shall compensate the Purchaser in the sum equals to 20% of the Consideration within 10 working days after the receipt of the compensation notice issued by the Purchaser.

## **IMPLICATIONS UNDER THE LISTING RULES**

Pursuant to Rule 14.06 of the Listing Rules, the transactions contemplated under the Framework Agreement constitute a major transaction of the Company as certain relevant percentage ratio(s) under Rule 14.07 of the Listing Rules in respect of the aggregate amount payable by the Purchaser for the Tianjie Acquisition under the Framework Agreement exceeds 25% but are under 100% and is subject to the announcement requirement and the approval of the Shareholders under Chapter 14 of the Listing Rules.

The Board confirms that no Shareholder has a material interest in the Framework Agreement and the transactions contemplated thereunder, and none is required to abstain from voting if the Group was to convene an extraordinary general meeting for the approval of the Framework Agreement and the transactions contemplated thereunder. Moreover, the following closely allied group of Shareholders who together are beneficially interested in an aggregate of 304,914,821 Shares, representing approximately 54.87% of the entire issued share capital of the Company as at the date of this announcement, has given its written approval for the Framework Agreement and the transactions contemplated thereunder pursuant to Rule 14.44 of the Listing Rules:

1. Golden Bridge International Culture Limited, holding 209,941,513 Shares (representing approximately 37.79% of the issued share capital of the Company), is a wholly-owned subsidiary of Golden Bridge Int'l Advertising Holdings Limited, which is wholly owned by CLH Holding Limited. CLH Holding Limited is wholly owned by Equity Trustee Limited as trustee of CLH Trust, a discretionary trust set up by Chen Xin and Liu Jinlan.

2. SinoMedia Investment Limited, holding 21,565,312 Shares (representing approximately 3.88% of the issued share capital of the Company), is a wholly-owned subsidiary of DFS Management Limited, which is wholly owned by Equity Trustee Limited as trustee of DFS (No. 2) Trust, a discretionary trust set up by Liu Jinlan.
3. Merger Holding Service Company Limited, holding 25,921,344 Shares (representing approximately 4.66% of the issued share capital of the Company), is a wholly-owned subsidiary of MHS Holding Limited, which is wholly owned by Equity Trustee Limited as trustee of the MHS Trust, a discretionary trust set up by Chen Xin.
4. United Marine Enterprise Company Limited, holding 25,921,344 Shares (representing approximately 4.66% of the issued share capital of the Company), is a wholly-owned subsidiary of UME Holding Limited, which is wholly owned by Equity Trustee Limited as trustee of the UME Trust, a discretionary trust set up by Liu Jinlan.
5. Digital Finance Service Company Limited, holding 21,565,308 Shares (representing approximately 3.88% of the issued share capital of the Company), is a wholly-owned subsidiary of DFS Holding Limited, which is wholly owned by Equity Trustee Limited as trustee of the DFS (No. 1) Trust, a discretionary trust set up by Chen Xin.

Accordingly, such written approval will be accepted in lieu of convening an extraordinary general meeting to approve the Framework Agreement and the transactions contemplated thereunder as permitted under Rule 14.44.

A circular containing, amongst others, further information of the Framework Agreement and the transactions contemplate thereunder and a valuation report of the Tianjie Property Interests will be despatched to the Shareholders in accordance with the requirements of the Listing Rules on or before 7 January 2013.

## **GENERAL INFORMATION OF THE PARTIES**

The Company is principally engaged in media advertising business.

The Vendor is an enterprise established under the PRC laws which is the 100% legal and beneficial owner of the Tianjie Property Interests. Based on the information provided by the Vendor, its principal business activity is property development, construction projects management and services and property management.

One of the Dongdaqiao Vendors, Shi Mao Tian Jie, is an enterprise established under the PRC laws and is principally engaged in property development, construction projects management and services and property management.

The Intercepting Agent is a company incorporated under the Companies Ordinance (Cap 32 of the Laws of Hong Kong) and is principally engaged in provision of advisory and consultation services in relation to property.

## DEFINITION

“1st Instalment”	being part of the Consideration to be paid by the Purchaser to a designated account for the repayment of the Mortgage in a sum of RMB540,000,000 (equivalent to approximately HK\$659,340,000)
“5th Floor”	part of the 5th floor of the Tianjie Building with gross internal floor area of approximately 430 square meters and balcony area of approximately 230 square meters
“6th to 16th Floor”	the entire 6th to 16th floor of the Tianjie Building
“associate(s)”	has the meanings ascribed thereto under the Listing Rules
“Board”	the board of Directors
“Consideration”	the consideration for the Tianjie Acquisition in the sum of RMB665,629,800 (equivalent to approximately HK\$812,733,986) payable by the Purchaser
“Company”	SinoMedia Holding Limited (中視金橋國際傳媒控股有限公司), a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 623)
“Directors”	directors of the Company
“Dongdaqiao Acquisition”	the acquisition of the Dongdaqiao Property by the Purchaser from the Dongdaqiao Vendors
“Dongdaqiao Property”	the land and building situated at 12 Dongdaqiao Road, Chaoyang District, Beijing, the PRC (中國北京市朝陽區東大橋路 12 號), comprising a total land use area of approximately 3,651 square meters
“Dongdaqiao Vendors”	Mr. Ji (吉先生), Mr. Fan (樊先生) and Shi Mao Tian Jie
“Dongdaqiao Agreement”	the framework agreement entered into among the Dongdaqiao Vendors and the Purchaser on 21 September 2011

“Framework Agreement”	the framework agreement entered into among the Vendor, the Purchaser, the Dongdaqiao Vendors and the Intercepting Agent on 12 December 2012
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Intercepting Agent”	a company incorporated under the Companies Ordinance (Cap 32 of the Laws of Hong Kong)
“Intercepting Fees”	the intercepting fees in the sum of RMB188,595,110 (equivalent to approximately HK\$230,274,629) payable by the Purchaser to the Intercepting Agent in accordance with the terms of the Framework Agreement
“Independent Third Party(ies)”	an individual(s) or a company(ies) who or which is/are not connected with (within the meanings of the Listing Rules) any Directors, chief executive or substantial shareholders (within the meanings of the Listing Rules) of the Company, its subsidiaries or any of their respective associates
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mortgage”	the mortgage on the Tianjie Property Interests to the Agricultural Bank of China Limited Beijing Chongwen Branch ( 中國農業銀行股份有限公司北京崇文支行 ) as the mortgagor
“PRC”	the People’s Republic of China, excluding Hong Kong, the Macao Special Administrative Region and Taiwan, for the purposes of this announcement
“Parties”	the parties to the Framework Agreement
“Purchaser”	CTV Golden Bridge International Media Group Co., Ltd. ( 中視金橋國際傳媒集團有限公司 ), a sino-foreign equity joint venture enterprise which is owned as to 99.7% by the Company
“RMB”	Renminbi, the lawful currency of the PRC

“Refund”	the total refund payable by the Dongdaqiao Vendors to the Purchaser for the termination of the Dongdaqiao Acquisition being all the consideration paid by the Purchaser under the Dongdaqiao Agreement in the sum of RMB230,000,000 (equivalent to approximately HK\$280,830,000)
“Renaming”	the renaming of the Tianjie Building to the name “金橋天階大廈 (Golden Bridge Tianjie Building)”
“Sale and Purchase Agreement”	the Contract on Purchase and Sale of Completed Commercial Residential Buildings with Certificates in Beijing (北京市商品房現房買賣合同) to be entered into between the Vendor and the Purchaser on or before 7 January 2013 in relation to the sale and purchase of the Tianjie Property Interests
“Share(s)”	ordinary share(s) of HK\$0.0003125 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Shi Mao Tian Jie”	世貿天階投資(北京)有限公司 (Shi Mao Tian Jie Investment (Beijing) Company Limited*), an enterprise established under the PRC laws
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Tianjie Acquisition”	the acquisition of the Tianjie Property Interests
“Tianjie Building”	the building situated at Block 4, 9 Guanghua Road, Chaoyang District, Beijing, the PRC (北京市朝陽區光華路9號4號樓), comprising a total of 25 floors above ground and 3 floors underground with the 1st to 5th floor for commercial use, the 6th to 25th floor for office use, the 1st underground floor for equipment storage, the 2nd underground floor for garage and the 3rd underground floor including an area for civil air defence
“Tianjie Property Interests”	relate to the premises located at the Tianjie Building and the property interests comprises the property ownership rights and land use rights of the entire 6th to 16th floor of a total gross construction area of approximately 22,187 square meters and the property ownership rights of the 40 parking lots located on the 2nd underground floor of Tianjie Building

“Vendor”	北京奧中興業房地產開發有限公司 (Beijing Aozhong Xingye Real Estate Development Company Limited*), a company established in the PRC
“working day(s)”	a day in a week excluding Saturday and Sunday and other statutory holiday of the PRC

*For the purposes of this announcement, unless otherwise indicated, the exchange rate of RMB1.00 = HK\$1.221 has been used, where applicable, for purpose of illustration only and does not constitute a representation that any amount has been, could have been or may be exchanged at such a rate or at any other rates.*

On behalf of the Board  
**SinoMedia Holding Limited**  
**Chen Xin**  
*Chairman*

Hong Kong, 12 December 2012

*As at the date of this announcement, the Board comprises Mr. Chen Xin, Ms. Liu Jinlan and Mr. Li Zongzhou as executive directors, Mr. Zhu Jia and Mr. He Hui David as non-executive directors and Mr. Ding Junjie, Mr. Qi Daqing, Mr. Lian Yuming and Ms. Wang Xin as independent non-executive directors.*

\* *For identification only*