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**QINGDAO WEST COAST HOLDINGS
(INTERNATION) LIMITED**

(Incorporated in the British Virgin Islands with limited liability)

**万 华 媒 体
ONEMEDIAGROUP**

ONE MEDIA GROUP LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 426)

JOINT ANNOUNCEMENT

**(1) SHARE TRANSFER AGREEMENT IN RELATION TO THE POSSIBLE SALE AND
PURCHASE OF SHARES IN ONE MEDIA GROUP LIMITED;**

**(2) POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER BY
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**



**國泰君安國際
GUOTAI JUNAN INTERNATIONAL
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**ON BEHALF OF QINGDAO WEST COAST HOLDINGS (INTERNATION) LIMITED
FOR ALL THE ISSUED SHARES OF ONE MEDIA GROUP LIMITED
(OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY
QINGDAO WEST COAST HOLDINGS (INTERNATION) LIMITED AND/OR
PARTIES ACTING IN CONCERT WITH ANY OF THEM); AND**

(3) RESUMPTION OF TRADING IN SHARES

**Financial Adviser to
Qingdao West Coast
Holdings (Internation) Limited**

 **國泰君安國際**
GUOTAI JUNAN INTERNATIONAL
GUOTAI JUNAN CAPITAL LIMITED

**Financial Adviser to
One Media Group Limited**

 **好盈**
HOORAY CAPITAL LIMITED

SHARE TRANSFER AGREEMENT

The Board has been informed by Comwell that on 22 July 2016 (after trading hours), Comwell and the Offeror entered into the Share Transfer Agreement pursuant to which, Comwell conditionally agreed to sell, and the Offeror conditionally agreed to acquire, the Sale Shares for a consideration of approximately HK\$498,058,320 (equivalent to approximately HK\$1.7016 per Sale Share) free from all encumbrances and with all existing rights attached to the Sale Shares. The Sale Shares represent approximately 73.01% of the existing issued share capital of the Company as at the date of this joint announcement.

The Share Transfer Closing is conditional upon the fulfilment (or, as appropriate, waiver by the Offeror as described below) of the Share Transfer Conditions as set out under the section headed “Conditions precedent to the Share Transfer Agreement” of this joint announcement, which amongst others, include the Connected Disposal Agreement, Sub-contracting Agreement, Management Service Agreement, the Service Contracts and the CCT Agreements becoming executed and unconditional.

As at the date of this joint announcement, the CP Agreements have neither been executed, nor have their terms been finalised. The execution of any or all of the CP Agreements may constitute special deal(s) pursuant to Rule 25 of the Takeovers Code which will require the consent of the Executive as well as the Independent Shareholders which may or may not be obtained. Further announcement(s) of the details of the transactions contemplated under the CP Agreements which include the Connected Disposal Agreement, the Sub-contracting Agreement, the Management Service Agreement, the Service Contracts and the CCT Agreements, together with updates to this joint announcement (if any), will be made by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate.

POSSIBLE UNCONDITIONAL MANDATORY CASH GENERAL OFFER FOR SHARES

As at the date of this joint announcement, the Offeror, its ultimate beneficial owners and parties acting in concert with any of them do not hold, own or have control over any Shares or voting rights of the Company. Assuming no other changes to the issued share capital of the Company from the date of this joint announcement, the Offeror, its ultimate beneficial owners and parties acting in concert with any of them will be interested in a total of 292,700,000 Shares, representing approximately 73.01% of the issued share capital of the Company immediately after the Share Transfer Closing.

As such, the Offeror will be required to make an unconditional mandatory cash general offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and parties acting in concert with any of them) pursuant to Rule 26.1 of the Takeovers Code.

As at the date of this joint announcement, the Company has 400,900,000 issued Shares and has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code). Assuming full acceptance of the Offer the aggregate cash consideration payable by the Offeror under the Offer will amount to approximately HK\$184.1 million.

Guotai Junan Capital, the financial adviser to the Offeror in relation to the Offer, is satisfied that sufficient financial resources are available to the Offeror to satisfy payment of the cash consideration on acceptance of the Offer in full.

THE CP AGREEMENTS

As at the date of this joint announcement, the CP Agreements namely, the Connected Disposal Agreement, the Sub-contracting Agreement, the Management Service Agreement, the Service Contracts and the CCT Agreements referred to in the conditions (l), (m), (n), (o), (p) under the section headed “Conditions precedent to the Share Transfer Agreement” have neither been executed, nor have their terms been finalised. The execution of any or all of the CP Agreements may constitute special deal(s), which will require the consent of the Executive, pursuant to Rule 25 of the Takeovers Code. Such consent, if granted, will be subject to (i) the Independent Financial Adviser publicly stating that in its opinion the terms of the CP Agreements (where applicable) are fair and reasonable; and (ii) the relevant special deal(s) being approved by the Independent Shareholders by way of poll at an extraordinary general meeting to be convened by the Company, at which the Shareholders who are involved or interested in any of the Share Transfer Agreement, the Offer and the CP Agreements, their respective associates and parties acting in concert with them will abstain from voting.

Moreover, some of the CP Agreements may constitute notifiable transactions of the Company under Chapter 14 of the Listing Rules and connected or continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

GENERAL

Tan Sri Datuk Sir TIONG Hiew King, the non-executive Director, is a director and controlling shareholder of MCIL, thus he has an indirect interest in the transactions contemplated under the Share Transfer Agreement. In addition, Mr. YU Hon To, David, an independent non-executive Director, is also a director of MCIL. In the interest of the Company and to avoid any conflict of interest, both Tan Sri Datuk Sir TIONG Hiew King and Mr. YU Hon To, David, will neither be voting at any Board meeting nor making any recommendation to the Independent Shareholders on the matters relating to the Offer. The Independent Board Committee, comprising the two remaining independent non-executive Directors, namely Mr. Victor YANG and Mr. LAU Chi Wah, Alex, has been formed by the Company to make a recommendation to the Independent Shareholders as to whether the terms of the Offer are fair and reasonable and as to the acceptance of the Offer.

An independent financial adviser will be appointed to advise the Independent Board Committee in respect of the Offer and, in particular, as to whether the Offer is fair and reasonable and as to acceptance of the Offer. Further announcement(s) will be made by the Company as soon as possible after the independent financial adviser to the Independent Board Committee is appointed.

It is the intention of the Offeror and the Company that the Composite Document will be jointly despatched by the Offeror and the Company to the Offer Shareholders in respect of the Offer.

Pursuant to Rule 8.2 of the Takeovers Code, the Composite Document is required to be posted by or on behalf of the Offeror within 21 days of the date of this joint announcement. Note 2 to Rule 8.2 of the Takeovers Code provides that the Executive's consent is required if the making of an offer is subject to the prior fulfilment of a precondition and the precondition cannot be fulfilled within the time period as contemplated by Rule 8.2 of the Takeovers Code. Since there are pre-conditions to the making of the Offer, such as, among others, each of the CP Agreements being executed and becoming unconditional and the Share Transfer Closing, it is expected that such pre-conditions may not be fulfilled, the Offer may therefore not be made within 21 days after the date of this joint announcement, and an application will be made by the Company for the Executive's consent under Note 2 to Rule 8.2 of the Takeovers Code to extend the deadline for the despatch of the Composite Document within seven (7) days of the fulfilment of such pre-conditions.

TRADING HALT AND RESUMPTION OF TRADING IN SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 25 July 2016, pending the release of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on 2 August 2016.

SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD NOTE THAT THE OFFER IS A POSSIBILITY ONLY. AS THE OFFER WILL ONLY BE MADE, AMONG OTHERS, AFTER THE SHARE TRANSFER CLOSING, WHICH IS SUBJECT TO A NUMBER OF CONDITIONS STATED HEREUNDER INCLUDING WITHOUT LIMITATION THE CP AGREEMENTS BEING EXECUTED AND BECOMING UNCONDITIONAL, AND ABOUT WHICH FURTHER DETAILS ARE TO BE DISCLOSED, THE OFFER MAY OR MAY NOT PROCEED. SHAREHOLDERS AND POTENTIAL INVESTORS ARE THEREFORE ADVISED TO EXERCISE CAUTION WHEN DEALING IN THE SHARES OF THE COMPANY, AND IF THEY ARE IN DOUBT ABOUT THEIR POSITION, THEY SHOULD CONSULT THEIR PROFESSIONAL ADVISERS.

FURTHER ANNOUNCEMENT(S) WILL BE MADE BY THE COMPANY AND THE OFFEROR IN RELATION TO UPDATES TO THIS JOINT ANNOUNCEMENT (IF ANY) AND DETAILS OF THE CP AGREEMENTS, AND ON WHETHER THE SHARE TRANSFER CLOSING WILL TAKE PLACE AND IF THE OFFER WILL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LISTING RULES AND THE TAKEOVERS CODE AS AND WHEN APPROPRIATE. INVESTORS ARE ADVISED TO READ SUCH FUTURE ANNOUNCEMENT(S) IN CONJUNCTION WITH THIS JOINT ANNOUNCEMENT TO CONSIDER WHETHER TO ACCEPT THE OFFER.

INTRODUCTION

Reference is made to the announcements of the Company dated 12 January 2016, 12 February 2016, 4 March 2016 and 1 April 2016, 15 April 2016, 13 May 2016, 13 June 2016 and 28 June 2016 in relation to, among other things, the Possible Disposal by Comwell of its shareholding interest in the Company.

The Board has been informed by Comwell that on 22 July 2016 (after trading hours), Comwell and the Offeror entered into the Share Transfer Agreement, pursuant to which Comwell conditionally agreed to sell and the Offeror conditionally agreed to acquire the Sale Shares, representing approximately 73.01% of the existing issued share capital of the Company as at the date of this joint announcement.

SHARE TRANSFER AGREEMENT

Date: 22 July 2016

Parties:

Vendor: Comwell

Offeror: Qingdao West Coast Holdings (Internation) Limited

Sale Shares: 292,700,000 Shares (representing approximately 73.01% of the existing issued share capital of the Company) as at the date of this joint announcement

Consideration: HK\$498,058,320

I. Subject of the Share Transfer Agreement:

Pursuant to the Share Transfer Agreement, Comwell conditionally agreed to sell the Sale Shares and the Offeror conditionally agreed to acquire the Sale Shares, representing approximately 73.01% of the existing issued share capital of the Company, for a consideration of HK\$498,058,320 (equivalent to approximately HK\$1.7016 per Sale Share), free from all encumbrances and with all rights attached to the Sale Shares.

The Sale Shares represent the entire holding of Shares by Comwell immediately prior to the entering of the Share Transfer Agreement.

The Offeror has confirmed that immediately before the entering into of the Share Transfer Agreement, it and its beneficial owners were third parties independent of the Company and its connected persons. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Offeror, its ultimate beneficial owners and parties acting in concert with any of them is a third party independent of and not connected with the Company and the Company's connected persons.

II. Consideration for the Sale Shares under Share Transfer Agreement:

The consideration for the Sale Shares is HK\$498,058,320, equivalent to the Per Share Consideration of approximately HK\$1.7016 per Sale Share, which was determined after arm's length negotiations between Comwell and the Offeror, after taking into consideration, among others, (i) the prevailing market prices of the Shares as further described in the sub-section headed "II. Comparisons of value" under the section headed "Possible Unconditional Mandatory Cash General Offer For Shares" below; (ii) the audited consolidated net assets value of the Group; and (iii) the fact that the Offeror can obtain a controlling interest in the Company upon the Share Transfer Closing.

The consideration shall be satisfied by the Offeror in cash in full upon the Share Transfer Closing.

III. Conditions precedent to the Share Transfer Agreement:

The Share Transfer Closing is conditional upon the following conditions being satisfied (or, where applicable, waived by the Offeror) before the Long Stop Date:

- (a) all necessary approvals, consents, clearance or waivers (if applicable) under the Listing Rules, the Takeovers Code, Bursa Malaysia Securities Berhad Listing Requirements or any applicable laws, rules or regulations for the consummation of the transactions contemplated under the Share Transfer Agreement having been obtained by MCIL and/or the Company and/or Comwell and remain to be in full force and effect;
- (b) all necessary approvals under the Listing Rules or Bursa Malaysia Securities Berhad Listing Requirements (where applicable) from the respective shareholders of the Company and MCIL approving the Share Transfer Agreement and the transactions contemplated thereunder, including the CP Agreements (which constitute special deals of the Company pursuant to the Takeovers Code and require, inter alia, approval by the Independent Shareholders at the extraordinary general meeting of the Company) and the respective transactions contemplated thereunder, if required, having been obtained by the Company and MCIL respectively (and the relevant approvals having not being withdrawn prior to the Share Transfer Closing);
- (c) the consent of the Executive for those transactions contemplated under the Share Transfer Agreement (i.e. the CP Agreements) which may constitute special deals under Rule 25 of the Takeovers Code having been obtained, and any condition for the giving of any such consent having been fulfilled (and the relevant consent not having been withdrawn);
- (d) the listing and trading of the Shares having been resumed following the clearance by the Stock Exchange and the SFC of the announcement concerning, among other matters, the subject matter of the Share Transfer Agreement and the transactions contemplated hereunder and its publication, and the Shares thereafter remaining so listed and traded on the Share Transfer Closing Date (save for the suspension of trading of the Shares for no more than 5 Stock Exchange trading days, or in relation to the issue of any announcement regarding the Share Transfer Agreement

or the Offer), and no indication being received on or before the Share Transfer Closing Date from the SFC or the Stock Exchange to the effect that the listing of the Shares on the Main Board of the Stock Exchange will be withdrawn or objected to (or conditions will be attached thereto) as a result of the Share Transfer Closing or in connection with the terms of or any transaction contemplated by the Share Transfer Agreement);

- (e) all necessary approval procedures with the competent governmental and/or regulatory authorities in respect of the Share Transfer Agreement and the transactions hereunder having been completed by the Offeror;
- (f) the passing of the requisite resolutions by the Independent Shareholders at a general meeting approving those transactions contemplated under the Share Transfer Agreement (including, amongst others, the CP Agreements) which may require such approval under the requirements of the constitutional documents of the Company, the Listing Rules and the Takeovers Code;
- (g) the warranties remaining true, accurate and not misleading in all respects at the Share Transfer Closing, as if repeated at the Share Transfer Closing and at all times between the date of the Share Transfer Agreement and the Share Transfer Closing;
- (h) there is no material adverse effect taking place at any time from the date of the Share Transfer Agreement until the Share Transfer Closing Date;
- (i) no order or judgment (whether temporary, preliminary or permanent) of any relevant governmental authority or any applicable laws or regulations having been issued or made prior to the Share Transfer Closing, which has the effect of making unlawful or otherwise prohibiting or restricting or limiting any party from completing any transaction contemplated by the Share Transfer Agreement;
- (j) Comwell having performed all its respective undertakings and agreements in all material respects pursuant to the Share Transfer Agreement;
- (k) Comwell and MCIL having duly executed a deed of indemnity in the form scheduled to the Share Transfer Agreement;
- (l) the Management Service Agreement having been executed and become unconditional upon the Share Transfer Closing;
- (m) the Sub-contracting Agreement having been executed and become unconditional;
- (n) the Service Contracts having been executed and become unconditional upon the Share Transfer Closing;
- (o) the Connected Disposal Agreement having been executed and become unconditional (save for the condition as to the Share Transfer Agreement to become unconditional); and
- (p) the CCT Agreements having been executed and become unconditional upon the Share Transfer Closing.

The approval, consents, clearance or waivers mentioned in condition (a) above as envisaged as at the date of this joint announcement is the shareholders' approval of MCIL and Independent Shareholders' approval of the Company on the transactions contemplated under the Share Transfer Agreement as required by the Bursa Malaysia Securities Berhad Listing Requirements. Save as aforesaid and those referred to in conditions (b) and (c), as at the date of this joint announcement, the Company does not expect there are other approvals, consents, clearance or waivers required to be obtained by MCIL, the Company or Comwell in respect thereof.

The material adverse effect mentioned in condition (h) above refers to a material adverse effect on the financial position, business, operations, business prospects or assets of the Group as a whole.

The undertakings and agreements mentioned in condition (j) above include Comwell's undertaking to procure that the Remaining Business will be operated in a normal and prudent basis and in the ordinary course of business, and other customary pre-closing covenants not to cause material changes to the Remaining Business.

The Offeror has the right to waive the conditions set out above except for (a), (b), (c), (f), (i), (j), (l), (m), (n), (o) and (p), which cannot be waived, and, to the extent that it is permitted to be waived under the Listing Rules and/or the Bursa Malaysia Securities Berhad Listing Requirements. Comwell has agreed to use its reasonable efforts to procure the fulfilment of the above conditions (save for (e)) on or before the Long Stop Date.

The CP Agreements

As at the date of this joint announcement, the CP Agreements namely, the Connected Disposal Agreement, the Sub-contracting Agreement, the Management Service Agreement, the Service Contracts and the CCT Agreements referred to in the conditions (l), (m), (n), (o), (p) above have neither been executed, nor have their terms been finalised. The execution of any or all of the CP Agreements may constitute special deal(s), which will require the consent of the Executive, pursuant to Rule 25 of the Takeovers Code. Such consent, if granted, will be subject to (i) the Independent Financial Adviser publicly stating that in its opinion the terms of the CP Agreements (where applicable) are fair and reasonable; and (ii) the relevant special deal(s) being approved by the Independent Shareholders by way of poll at an extraordinary general meeting to be convened by the Company, at which the Shareholders who are involved or interested in any of the Share Transfer Agreement, the Offer and the CP Agreements, their respective associates and parties acting in concert with them will abstain from voting.

Moreover, some of the CP Agreements may constitute notifiable transactions of the Company under Chapter 14 of the Listing Rules and connected or continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

A brief description of the CP Agreements is set out below:

- (a) **Connected Disposal Agreement:** the conditional sale and purchase agreement to be entered into between the Company as vendor and MCIL as purchaser, whereby the Company will dispose of all its businesses (other than those related to the publication of the weekly magazine of “Ming Pao Weekly” (明周) in Hong Kong and its relevant digital business) (collectively the “**Disposal Businesses**”) to members of the MCIL Group. The Disposal Businesses are expected to include, among others, (i) the publication of the Hong Kong, PRC and Taiwan editions of “TopGear” magazines and its related digital businesses; (ii) the contract publication of the certain automobile publications; (iii) the publication of the Hong Kong and PRC editions of “Ming Watch” magazines; (iv) the operation of a digital entertainment news platform in the name of Hihoku; (v) the running of artistse and events management in the name of ST Productions Limited, and (vi) minority investments in media-related businesses such as Blackpaper Limited, Byread Inc. and Chu Kong Culture Media Company Limited.
- (b) **Sub-contracting Agreement:** the conditional agreement to be entered into regarding the sub-contracting of the management and operations of the Disposal Businesses by the MCIL Group to MPM for the purposes of maintaining the consistency in style and direction of the Disposal Businesses.
- (c) **Management Service Agreement:** the conditional agreement to be entered into between certain members of the Group, and certain key executives who have been instrumental in managing the businesses of the Group to date, which sets out the duties and rights of those key executives in managing the Group’s businesses and operations after the Share Transfer Closing.
- (d) **Service Contracts:** the possible revision and renewal of the terms of the employment contracts of those key executives of the Group who are parties to the conditional Management Service Agreement, in consideration of their continued services toward the Group after the Share Transfer Closing.
- (e) **CCT Agreements:** the series of agreements to be entered into between various members of the MCIL Group and the Group, relating to the provision of various services by the MCIL Group to the Group and vice versa on normal commercial terms, most of which have been in place between the two groups since 2013 to ensure minimal disruption to the Group’s operations, including:
 - (i) circulation services, library services, type-setting and pre-press services, air-ticketing and travel services, information systems programming services and information systems services to be provided by the MCIL Group to the Group;
 - (ii) content licensing arrangement to be provided by the Group to the MCIL Group;
 - (iii) advertising space and bartering services to be exchanged between the MCIL Group and the Group; and

- (iv) the letting and licensing of office, carpark and other premises to be provided by the MCIL Group to the Group.

Further announcement(s) will be made by the Company and the Offeror in relation to updates to this joint announcement (if any) and details of the CP Agreements, and on whether the Share Transfer Closing will take place and if the Offer will be made in accordance with the requirements of the Listing Rules and the Takeover Code as and when appropriate. Investors are advised to read such future announcement(s) in conjunction with this joint announcement to consider whether to accept the Offer.

IV. Share Transfer Closing:

After the fulfilment (and/or as permitted, waiver) of all the Share Transfer Conditions, completion of the Share Transfer Agreement shall take place on the Share Transfer Closing Date.

POSSIBLE UNCONDITIONAL MANDATORY CASH GENERAL OFFER FOR SHARES

As at the date of this joint announcement, the Offeror, its ultimate beneficial owners and parties acting in concert with any of them do not hold, own or have control over any Shares or voting rights of the Company.

Assuming no other changes to the issued share capital of the Company from the date of this joint announcement, upon the Share Transfer Closing, the Offeror, its ultimate beneficial owners and parties acting in concert with any of them will be interested in a total of 292,700,000 Shares, representing approximately 73.01% of the issued share capital of the Company immediately after the Share Transfer Closing. As such, the Offeror will be required to make an unconditional mandatory cash general offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror, its ultimate beneficial owners and parties acting in concert with any of them) pursuant to Rule 26.1 of the Takeovers Code.

As at the date of this joint announcement, the Company has 400,900,000 issued Shares and has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code).

Subject to and upon the Share Transfer Closing, Guotai Junan Securities, on behalf of the Offeror and in compliance with the Takeovers Code, will make the Offer to acquire all the Share(s) in issue, other than those Shares already owned or agreed to be acquired by the Offeror and parties acting in concert with any of them on the terms to be set out in the Composite Document to be issued in accordance with the Takeovers Code on the following basis:

I. The Offer:

For each Offer Share HK\$1.7016

The Offer Price is equivalent to the Per Share Consideration under the Share Transfer Agreement.

On the basis that the Offeror, its ultimate beneficial owners and parties acting in concert with any of them will own approximately 292,700,000 Shares immediately after the Share Transfer Closing, the total consideration of the Offer would be approximately HK\$184.1 million based on the Offer Price and 108,200,000 Shares under the Offer, which will be the maximum amount payable by the Offeror under the Offer in the event that the Offer is accepted in full.

The Offer will extend to all Shares in issue other than those Shares held by the Offeror and parties acting in concert with it on the date on which the Offer is made, being the date of despatch of the Composite Document.

The Offer, subject to the Share Transfer Closing, will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Shares or any other conditions.

Pursuant to the indication from the Offeror, it is intended that following the closing of the Offer, the Company will maintain its listing on the Main Board of the Stock Exchange.

II. Comparisons of value:

The Offer Price of HK\$1.7016 represents:

- (i) a premium of approximately 21.54% to the closing price of HK\$1.40 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a premium of approximately 26.23% to the average closing price of approximately HK\$1.35 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day;
- (iii) a premium of approximately 26.61% to the average closing price of approximately HK\$1.34 per Share as quoted on the Stock Exchange for the last 10 consecutive trading days up to and including the Last Trading Day;
- (iv) a premium of approximately 38.00% over the average closing price of approximately HK\$1.23 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days up to and including the Last Trading Day;
- (v) a premium of approximately 30.78% over the average closing price of approximately HK\$1.30 per Share as quoted on the Stock Exchange for the last 90 consecutive trading days up to and including the Last Trading Day;
- (vi) a premium of approximately 42.69% over the average closing price of approximately HK\$1.19 per Share as quoted on the Stock Exchange for the last 180 consecutive trading days up to and including the Last Trading Day; and
- (vii) a premium of approximately 361.63% to the audited consolidated net asset value attributable to the Shareholders of approximately HK\$0.369 per Share as at 31 March 2016.

III. Highest and lowest Share price:

During the six-month period preceding 12 January 2016 (being the commencement of the Offer Period) and the period up to and including the Last Trading Day:

- a. the highest closing price of the Shares as quoted on the Stock Exchange was HK\$1.58 on 25 January 2016; and
- b. the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$0.72 on 4 August 2015.

IV. Value of the Offer:

On the basis of the Offer Price of HK\$1.7016 per Offer Share and 400,900,000 Shares in issue as at the date of this joint announcement, the entire issued share capital of the Company is valued at approximately HK\$682.1 million. Upon the Share Transfer Closing, 108,200,000 Shares will be subject to the Offer and are valued at approximately HK\$184.1 million based on the Offer Price.

V. Effect of accepting the Offer:

By accepting the Offer, the Shareholders will sell their Shares free from all encumbrances and together with all rights attaching to them including the right to all dividends and distributions which may be declared, paid or made at any time on or after the date on which the Offer are made, being the date of despatch of the Composite Document.

Acceptance of the Offer by any Shareholder will be deemed to constitute a warranty by such person that all Shares sold by such person under the Offer are free from all encumbrances whatsoever and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and distributions recommended, declared, made or paid, if any, on or after the date on which the Offer is made. Acceptances of the Offer shall be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code.

VI. Hong Kong stamp duty:

The seller's Hong Kong ad valorem stamp duty on acceptances of the Offer at a rate of 0.1% (or part thereof) of the consideration payable in respect of the relevant acceptance by the Shareholders or if higher, the market value of the Shares, will be deducted from the amount payable to Shareholders who accept the Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the relevant Shareholders accepting the Offer and pay the buyer's Hong Kong ad valorem stamp duty in connection with the acceptance of the Offer and the transfer of the Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

VII. Payment:

Payment in cash in respect of acceptances of the Offer will be made as soon as possible but in any event within seven (7) business days (as defined under the Takeovers Code) of the date on which the duly completed acceptances of the Offer and the relevant documents of title in respect of such acceptances are received by the Offeror (or its agent) to render each such acceptance complete and valid.

VIII. Taxation advice:

Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, parties acting in concert with the Offeror, the Company, and their respective ultimate beneficial owners, directors, officers, agents or associates or any other person involved in the Offer accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

IX. Dealing and interests in the Company's securities:

For the six months immediately prior to 12 January 2016 (being the date of commencement of the Offer Period) and up to the date of this joint announcement, save for the Share Transfer Agreement, the Offeror, its ultimate beneficial owners and parties acting in concert with any of them had not dealt in nor did any of them have any shareholding interest in or control over any Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company.

X. Overseas Shareholders:

The Overseas Shareholders should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice. It is the responsibility of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant overseas jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such Overseas Shareholders in respect of such overseas jurisdictions).

XI. Other arrangements:

The Offeror confirms that as at the date of this joint announcement:

- (i) the Offeror, its ultimate beneficial owners, and/or parties acting in concert with any of them have not received any irrevocable commitment to vote for/against the CP Agreements (if any) or accept the Offer;
- (ii) there is no outstanding derivative in respect of securities in the Company which has been entered into by the Offeror, its ultimate beneficial owners and/or any person acting in concert with any of them;

- (iii) there is no arrangement (whether by way of option, indemnity or otherwise) in relation to the shares of the Offeror or the Company and which may be material to the Share Transfer Agreement, the Offer and the CP Agreements;
- (iv) none of the Offeror, its ultimate beneficial owners and/or parties acting in concert with any of them owns or has control or direction over any voting rights or rights over the Shares or convertible securities, options, warrants or derivatives of the Company;
- (v) there is no agreement or arrangement to which the Offeror, its ultimate beneficial owners and/or parties acting in concert with any of them is a party which relates to circumstances in which it may or may not invoke or seek to invoke a pre-condition or a condition to the Share Transfer Agreement, the Offer and the CP Agreements; and
- (vi) there are no relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Offeror, its ultimate beneficial owners and/or any person acting in concert with any of them has borrowed or lent.

Shareholders are reminded to read the recommendations of the Independent Board Committee and the advice of the Independent Financial Adviser in respect of the Offer (which would include information contained in this joint announcement or any subsequent announcements thereof in relation to the CP Agreements) that will be included in the Composite Document before deciding whether or not to accept the Offer.

XII. Financial resources available to the Offeror:

As at the date of this joint announcement, there are 400,900,000 Shares in issue and the Company does not have any outstanding options, warrants, derivatives or other securities which may confer to the holder(s) thereof any right to subscribe for, convert or exchange into Shares. The Company has not entered into any agreement for the issue of any Shares or options, warrants, derivatives or other securities which may confer to the holder(s) thereof any right to subscribe for, convert or exchange into Shares.

Based on the Offer Price of HK\$1.7016 per Share, the entire issued share capital of the Company is valued at approximately HK\$682,171,440. The Offer will be made to the Offer Shareholders. As the Offeror, its ultimate beneficial owners and parties acting in concert with any of them will hold an aggregate of 292,700,000 Shares immediately after the Share Transfer Closing, 108,200,000 Shares will be subject to the Offer. Based on the Offer Price of HK\$1.7016 per Share, the total consideration of the Offer would be approximately HK\$184,113,120.

The Offeror intends to finance the total consideration payable by the Offeror in respect of the Sale Shares under the Share Transfer Agreement and the Offer by a combination of internal resources of the Offeror and WCIL and the ABC Facility. An amount which is sufficient to satisfy such total consideration has been deposited into bank accounts of the Offeror and WCIL. Guotai Junan Capital, the financial adviser to the Offeror, is

satisfied that sufficient financial resources are, and will remain, available to the Offeror to satisfy the total consideration for the Sale Shares under the Share Transfer Agreement and the acceptance of the Offer in full.

XIII. Intentions of the Offeror:

Following the completion of the Offers, the Offeror intends that the Group will continue its existing principal activities. The Offeror will conduct a detailed review of the business operations and financial position of the Group for the purpose of developing a sustainable business plan or strategy for the Group. Subject to the result of the review and should suitable investment or business opportunities arise, the Offeror may diversify the business of the Group with the objective of broadening its sources of income. However, as of the date of this joint announcement, no such investment or business opportunities have been identified nor has the Offeror entered into any agreement, arrangements, understandings, intention or negotiation in relation to the injection of any assets or business into the Group.

Save for the proposed changes of the Board composition mentioned below, the Offeror has no intention to discontinue the employment of key employees of the Group in relation to its principal business or to dispose of or re-deploy the assets of the Group other than those in its ordinary course of business.

XIV. Proposed change of Board composition:

The Board is currently made up of six Directors, comprising two executive Directors, one non-executive Director and three independent non-executive Directors.

It is expected that the Offeror will require certain or all of the Directors to resign from the Board and the Offeror will nominate new Directors to the Board at the earliest time as allowed under the Takeovers Code. Any such resignation and appointment will be made in compliance with the Takeovers Code and the Listing Rules.

Such proposed nomination of new Directors has not yet been finalised as at the date of this joint announcement. Further announcement(s) will be made upon any changes to the composition of the Board in accordance with the requirements of the Listing Rules and the Takeovers Code as appropriate.

XV. Maintaining the listing status of the Company:

The Offeror intends to maintain the listing status of the Company on the Stock Exchange upon the completion of the Offer. In the event that the public float of the Company falls below 25% after the completion of the Offer, the new Director(s) (if any) to be nominated by the Offeror as Director(s) and then Director(s) will jointly and severally undertake to the Stock Exchange to take appropriate steps to restore the minimum public float as required under the Listing Rules following the close of the Offer to ensure that sufficient public float exists for the Shares.

The Stock Exchange has stated that if, upon completion of the Offer, less than the minimum prescribed percentage applicable to the Company, being 25% of the Shares, are held by the public, or if the Stock Exchange believes that (i) a false market exists or may exist in the trading of the Shares; or (ii) there are insufficient Shares in public hands to maintain an orderly market, it will consider exercising its discretion to suspend trading in the Shares until the prescribed level of public float is restored.

The Offer will only be made if the Share Transfer Closing takes place. The Share Transfer Closing is conditional upon the fulfilment or waiver (where applicable) of certain conditions under the Share Transfer Agreement stated herein including without limitation the CP Agreements being executed and becoming unconditional. Accordingly, the Share Transfer Agreement may or may not be completed and the Offer may or may not proceed. The Shareholders and potential investors are therefore urged to exercise caution when dealing in the Shares, and if they are in doubt about their position, they should consult their professional adviser. Further announcement(s) will be made by the Company and the Offeror in relation to updates to this joint announcement (if any) and details of the CP Agreements, and on whether the Share Transfer Closing will take place and if the Offer will be made in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate. Investors are advised to read such future announcement(s) in conjunction with this joint announcement to consider whether to accept the Offer.

SHAREHOLDING STRUCTURE OF THE COMPANY

The following table sets out the shareholding structure of the Company (assuming no other changes to the issued share capital of the Company from the date of this joint announcement) (i) as at the date of this joint announcement; and (ii) immediately upon the Share Transfer Closing:

	As at the date of this joint announcement		Immediately upon Share Transfer Closing	
	<i>Number of Shares held</i>	<i>%</i>	<i>Number of Shares held</i>	<i>%</i>
Comwell and parties acting in concert with any of them (<i>Note 1</i>)	292,700,000	73.01	—	—
Mr. LAM Pak Cheong and parties acting in concert with him (<i>Note 2</i>)	3,000,000	0.75	3,000,000	0.75
Offeror, its ultimate beneficial owners and parties acting in concert with any of them	—	—	292,700,000	73.01
Public Shareholders (<i>Note 3</i>)	<u>105,200,000</u>	<u>26.24</u>	<u>105,200,000</u>	<u>26.24</u>
TOTAL	<u><u>400,900,000</u></u>	<u><u>100.00</u></u>	<u><u>400,900,000</u></u>	<u><u>100.00</u></u>

Notes:

1. Comwell is an indirect wholly-owned subsidiary of MCIL. Tan Sri Datuk Sir TIONG Hiew King, a director and substantial shareholder of MCIL, is deemed interested in MCIL in an aggregate of 52.40% by virtue of his personal interests, family interests and corporate interests.
2. The corporate interests of Mr. LAM Pak Cheong of 3,000,000 shares are held by Venture Logic Investments Limited, in which Mr. LAM holds 100% of its equity interests.
3. To the best knowledge of the Company, as at the date of this joint announcement, the “Public Shareholders” as stated above are independent third parties of the Company and its connected persons as defined in the Listing Rules.

INFORMATION ON THE GROUP

The Company is a company incorporated in Cayman Islands with limited liability and its Shares are listed on the Main Board of the Stock Exchange. The Group is principally engaged in the business of the (i) publication of the weekly magazine of “Ming Pao Weekly” (明周) in Hong Kong and its relevant digital business; (ii) publication for the Hong Kong, PRC and Taiwan’s editions of “TopGear” magazines and the related digital businesses; (iii) contract publication of the certain automobile publications; (iv) publication of the Hong Kong and PRC editions of “Ming Watch” magazines; (v) digital entertainment news platform in the name of Hihoku; (vi) artists and event management in the name of ST Productions Limited, and (vii) minority investments in media-related business such as Blackpaper Limited, ByRead Inc. and Chu Kong Culture Media Company Limited.

The following table is a summary of certain financial information of the Group extracted from the respective published annual report of the Company for the two financial years ended 31 March 2016:

	Year ended 31 March	
	2015	2016
	<i>HK\$'000</i>	<i>HK\$'000</i>
	(audited)	(audited)
Turnover	179,248	137,247
Gross profit	94,532	62,623
(Loss)/profit before income tax	(5,081)	(11,427)
(Loss)/profit for the year attributable to owners of the Company	(11,072)	(15,605)
Total equity	167,495	147,773

INFORMATION OF COMWELL AND MCIL GROUP

Comwell, a company incorporated in the British Virgin Islands with limited liability, is a direct wholly owned subsidiary of MCIL. Its principal activity is investment holding. As at the date of this joint announcement, it holds 292,700,000 Shares (representing approximately 73.01% of existing issued share capital of the Company as at the date of this joint announcement).

MCIL is a company incorporated in Bermuda with limited liability and is principally engaged in investment holding. The shares of MCIL are listed on the Main Board of the Stock Exchange with the stock code 685 and on Bursa Malaysia Securities Berhad with the stock code 5090. The current principal activities of MCIL Group consist of: (i) publishing, printing and distribution of newspapers, magazines, digital contents and books; (ii) travel and travel related businesses; and (iii) investment holding.

INFORMATION OF THE OFFEROR

The Offeror is an investment holding company incorporated in the British Virgin Islands with limited liability in 2014 and is principally engaged in investment holding business in the PRC.

The Offeror is indirectly wholly-owned by the Qingdao West Coast Development (Group) Limited* 青島西海岸發展(集團)有限公司 who is the ultimate parent company of the Offeror and a State-owned Enterprise wholly-owned by the State-owned Asset Supervision and Administration Commission of Qingdao. Qingdao West Coast Development (Group) Limited* 青島西海岸發展(集團)有限公司 is principally engaged in infrastructure construction, land development, real estate development and other industrial investment and operations (including cultural, tourism and financial services). Qingdao West Coast Development (Group) Limited* 青島西海岸發展(集團)有限公司 won the award of the Most Influential Enterprise of Qingdao in 2015.

Immediately prior to the Share Transfer Closing, the Offeror, its ultimate beneficial owners and parties acting in concert with any of them did not hold any securities of the Company and were third parties independent of the Company and its connected persons.

GENERAL

I. Independent Board Committee

Under Rule 2.1 of the Takeovers Code, a board which receives an offer, or is approached with a view to an offer being made, must, in the interests of shareholders, establish an independent committee of the board to make a recommendation: (i) as to whether the offer is, or is not, fair and reasonable; and (ii) as to acceptance. Tan Sri Datuk Sir TIONG Hiew King, the non-executive Director, is a director and controlling shareholder of MCIL, thus he has an indirect interest in the transactions contemplated under the Share Transfer Agreement. In addition, Mr. YU Hon To, David, an independent non-executive Director, is also a director of MCIL. In the interest of the Company and to avoid any conflict of interest, both Tan Sri Datuk Sir TIONG Hiew King and Mr. YU Hon To will neither be voting at any Board meeting nor making any recommendation to the Independent Shareholders on the matters relating to the Offer. The Independent Board Committee, comprising two remaining independent non-executive Directors, namely Mr. Victor YANG and Mr. LAU Chi Wah, Alex, has been formed by the Company to advise the Offer Shareholders as to whether the terms of the Offer are fair and reasonable and as to the acceptance of the Offer.

An independent financial adviser will be appointed to advise the Independent Board Committee in respect of the Offer and, in particular, as to whether the Offer is fair and reasonable and as to acceptance of the Offer. Further announcement(s) will be made by the Company as soon as possible after the independent financial adviser to the Independent Board Committee is appointed.

II. Possible Application Waiver of Rule 8.2 of the Takeovers Code

It is the intention of the Offeror and the Company that the Composite Document will be jointly despatched by the Offeror and the Company to the Qualifying Shareholders in respect of the Offer.

Pursuant to Rule 8.2 of the Takeovers Code, the Composite Document is required to be posted by or on behalf of the Offeror within 21 days of the date of this joint announcement. Note 2 to Rule 8.2 of the Takeovers Code provides that the Executive's consent is required if the making of an offer is subject to the prior fulfilment of a precondition and the precondition cannot be fulfilled within the time period as contemplated by Rule 8.2 of the Takeovers Code. Since there are pre-conditions to the making of the Offer, such as, among others, the CP Agreements being executed and becoming unconditional and the Share Transfer Closing, it is expected that such pre-conditions may not be fulfilled, the Offer may therefore not be made within 21 days after the date of this joint announcement, and an application will be made by the Company for the Executive's consent under Note 2 to Rule 8.2 of the Takeovers Code to extend the deadline for the despatch of the Composite Document within seven (7) days of the fulfilment of such pre-conditions.

III. Dealing disclosure

In accordance with Rule 3.8 of the Takeovers Code, respective associates (as defined in the Takeovers Code, including among others, shareholders having interests of 5% or more in the relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company) of the Company and of the Offeror are hereby reminded to disclose their dealings in the securities of the Company pursuant to the requirements of the Takeovers Code. As at the date of this joint announcement, the Company has 400,900,000 Shares in issue. Save for the aforesaid, the Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) as at the date of this joint announcement.

In accordance with Rule 3.8 of the Takeovers Code, the full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below:

“Responsibilities of stockbrokers, banks and other intermediaries: Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates and other persons under Rule 22 of the Takeovers Code and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant rules of the Takeovers Code. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7-day period is less than HK\$1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”

RESUMPTION OF TRADING IN SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 25 July 2016 pending the release of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on 2 August 2016.

WARNING: SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD NOTE THAT THE OFFER IS A POSSIBILITY ONLY. AS THE OFFER WILL ONLY BE MADE, AMONG OTHERS, AFTER THE SHARE TRANSFER CLOSING, WHICH IS SUBJECT TO A NUMBER OF CONDITIONS STATED HEREINABOVE INCLUDING WITHOUT LIMITATION THE CP AGREEMENTS BEING EXECUTED AND BECOMING UNCONDITIONAL, AND ABOUT WHICH FURTHER DETAILS ARE TO BE DISCLOSED, THE OFFER MAY OR MAY NOT PROCEED. SHAREHOLDERS AND POTENTIAL INVESTORS ARE THEREFORE ADVISED TO EXERCISE CAUTION WHEN DEALING IN THE SHARES OF THE COMPANY, AND IF THEY ARE IN DOUBT ABOUT THEIR POSITION, THEY SHOULD CONSULT THEIR PROFESSIONAL ADVISERS.

FURTHER ANNOUNCEMENT WILL BE MADE BY THE COMPANY AND THE OFFEROR IN RELATION TO DETAILS OF THE CP AGREEMENTS, AND ON WHETHER THE SHARE TRANSFER CLOSING WILL TAKE PLACE AND IF THE OFFER WILL BE MADE. INVESTORS ARE ADVISED TO READ SUCH FUTURE ANNOUNCEMENT(S) IN CONJUNCTION WITH THIS JOINT ANNOUNCEMENT TO CONSIDER WHETHER TO ACCEPT THE OFFER.

DEFINITIONS

In this joint announcement, unless the context otherwise requires, the following terms have the meanings set out below:

“ABC Facility”	the banking facility in the sum of USD100 million obtained by the WCIL which will be used by the Offeror in financing part of the purchase of the Sale Shares and the Offer
“acting in concert”	has the same meaning ascribed to it under the Takeovers Code
“associate”	has the same meaning ascribed to it under the Listing Rules
“Board”	the board of Directors of the Company

“Business Day(s)”	a day (other than a Saturday or Sunday, public holiday and days on which a tropical cyclone warning No. 8 or above or a “black” rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. or 5:00 p.m.) on which banks are open in Hong Kong and the PRC to the general public for normal banking business
“CCT Agreements“	a series of agreements in relation to certain continuing connected transactions to be entered into between various members of the MCIL Group and the Group, details of which are set out in the sub-section headed the “CP Agreements” under the section headed “III. Conditions Precedent to the Share Transfer Agreement”, and will be announced by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate
“Company”	One Media Group Limited, a company incorporated in the Cayman Islands with limited liability, the Shares are listed on the Main Board of the Stock Exchange with the stock code 426
“Composite Document”	the composite offer document to be jointly despatched by the Offeror and the Company in accordance with the Takeovers Code, containing, among other things, details of the Offer, the acceptance and transfer forms, the recommendation of the Independent Board Committee and the advice of the Independent Financial Adviser
“Comwell”	Comwell Investment Limited, an indirectly wholly owned subsidiary of MCIL
“Connected Disposal Agreement”	the conditional sale and purchase agreement to be entered into between the Company relating to the disposal by the Company to MCIL of the Disposal Businesses, details of which are set out in the sub-section headed the “CP Agreements” under the section headed “III. Conditions Precedent to the Share Transfer Agreement”, and will be announced by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate
“connected person”	has the meaning ascribed to it in the Listing Rules
“Consideration”	being HK\$498,058,320, representing the amount paid by the Offeror to Comwell for the Sale Shares
“controlling shareholder”	has the meaning ascribed to it in the Listing Rules

“CP Agreements”	collectively, the Connected Disposal Agreement, the Sub-contracting Agreement, the Management Service Agreement, the Service Contracts and the CCT Agreements
“Directors”	the director(s) of the Company, from time to time
“Disposal Business(es)”	the possible disposal of the business(es) of the Group, details of which will be announced by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate
“Executive”	Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director
“Group”	the Company and its subsidiaries
“Guotai Junan Capital”	Guotai Junan Capital Limited, a licensed corporation to carry out type 6 (advising on corporate finance) regulated activities under the SFO, being the financial adviser to the Offeror
“Guotai Junan Securities”	Guotai Junan Securities (Hong Kong) Limited, a licensed corporation to carry out type 1 (dealing in securities) and type 4 (advising on securities) regulated activities under the SFO, and a fellow subsidiary of Guotai Junan Capital
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hooray”	Hooray Capital Limited, a licensed corporation to carry out type 6 (advising on corporate finance) regulated activities under the SFO, being the financial adviser to the Company
“Independent Board Committee”	the independent committee of the Board comprising two independent non-executive Directors, namely Mr. Victor YANG and Mr. LAU Chi Wah, Alex, which has been established by the Company to make recommendations to the Offer Shareholders as to whether the terms of the Offer is fair and reasonable and as to acceptance of the Offer
“Independent Financial Adviser”	an independent financial adviser, to be appointed by the Independent Board Committee to advise the Independent Board Committee to make recommendation to the Offer Shareholders as to whether the terms of the Offer is fair and reasonable and as to acceptance of the Offer

“Independent Shareholders”	for the purpose of approving the Special Deals under Rule 25 of the Takeovers Code, Shareholders other than Comwell, Tan Sri Datuk Sir TIONG Hiew King, Mr. TIONG Kiew Chiong and Mr. YU Hon To, David, Mr. LAM Pak Cheong, the Offeror and its ultimate beneficial owners, their respective associates and parties acting in concert with any of them and those who are involved in or interested in the Connected Disposal Agreement, the Sub-contracting Agreement, the Management Service Agreement and the Service Contracts, the CCT Agreements, the Share Transfer Agreement, if applicable
“Last Trading Day”	22 July 2016, being the last trading day for the Shares immediately prior to the suspension in the trading of the Shares on the Stock Exchange pending the publication of this joint announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	30 November 2016 (or such later date as Comwell and the Offeror may agree in writing)
“Management Service Agreement”	the conditional agreement to be entered into between certain members of the Group, and certain key executives in respect of the duties and rights of the key executives in managing the Remaining Businesses, details of which are set out in the sub-section headed the “CP Agreements” under the section headed “III. Conditions Precedent to the Share Transfer Agreement”, and will be announced by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate
“MCIL”	Media Chinese International Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange with the stock code 685 and on Bursa Malaysia Securities Berhad with the stock code 5090
“MCIL Group”	MCIL and its subsidiaries but excluding the Group
“MPM”	Ming Pao Magazines Limited, a company incorporated in Hong Kong and is an indirectly wholly owned subsidiary of the Company

“Offer”	the mandatory unconditional cash offer to be made by Guotai Junan Securities for and on behalf of the Offeror for all the issued Shares (other than those already owned and/or agreed to be acquired by the Offeror and/or parties acting in concert with any of them) pursuant to Rule 26.1 of the Takeovers Code
“Offer Period”	has the meaning given to it in the Takeovers Code
“Offer Price”	the price at which the Offer will be made, being HK\$1.7016 per Share
“Offer Share(s)”	all the Share(s) in issue, other than those Shares already owned or agreed to be acquired by the Offeror, its ultimate beneficial owners and parties acting in concert with any of them
“Offer Shareholders” or “Qualifying Shareholders”	Shareholders other than the Offeror, its ultimate beneficial owners and parties acting in concert with any of them
“Offeror”	Qingdao West Coast Holdings (Internation) Limited 青島西海岸控股(國際)有限公司, a company incorporated in the British Virgin Islands, whose ultimate controlling shareholder is Qingdao West Coast Development (Group) Limited* 青島西海岸發展(集團)有限公司, who is a State-owned Enterprise wholly-owned by the State-owned Asset Supervision and Administration Commission of Qingdao
“Overseas Shareholders”	Shareholder(s) whose addresses, as shown on the register of members of the Company, are outside Hong Kong
“Per Share Consideration”	the Consideration divided by the number of Sale Shares
“PRC”	the People’s Republic of China which, for the purpose of this joint announcement, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Remaining Businesses”	the business to be carried on by the Group after the completion of the Connected Disposal Agreement, including among other things, the publication of the weekly magazine, “Ming Pao Weekly” (明周) in Hong Kong and its relevant digital business
“Sale Shares”	an aggregate of 292,700,000 Shares, legally and beneficially owned by Comwell and agreed to be sold under the Share Transfer Agreement

“Service Contract(s)”	the possible revision and renewal of the terms of the employment contracts of certain key executives of the Group, details of which are set out in the sub-section headed the “CP Agreements” under the section headed “III. Conditions Precedent to the Share Transfer Agreement”, and will be announced by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate
“SFC”	the Securities and Futures Commission
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended from time to time
“Shares”	ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of Shares
“Share Transfer Agreement”	the conditional sale and purchase agreement dated 22 July 2016 entered into between Comwell and the Offeror in respect of sale and purchase of the Sale Shares
“Share Transfer Closing”	the completion of the sale and purchase of the Sale Shares, further details of which are set out in this joint announcement
“Share Transfer Closing Date”	the date on which the Share Transfer Closing shall take place, which shall be on the seventh (7th) Business Day following satisfaction or, where appropriate, waiver of the Share Transfer Conditions, or such other date as Comwell and the Offeror may agree in writing
“Share Transfer Condition(s)”	the condition(s) precedent to the Share Transfer Closing as stipulated in the Share Transfer Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Sub-contracting Agreement”	the conditional agreement to be entered into between Comwell and MPM regarding the sub-contracting of the management and operations of the Disposal Businesses by Comwell as contractor to MPM as the sub-contractor, details of which are set out in the sub-section headed the “CP Agreements” under the section headed “III. Conditions Precedent to the Share Transfer Agreement”, and will be announced by the Company in accordance with the requirements of the Listing Rules and the Takeovers Code as and when appropriate
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers

“Trading Day”	a day when the Stock Exchange is open for trading in Hong Kong
“USD”	United States Dollars, the lawful currency of the United States of America
“WCIL”	West Coast Investment (Hong Kong) Limited 西海岸投資(香港)有限公司, a company incorporated in Hong Kong and is direct parent company of the Offeror
“%”	per cent.

By Order of the board of directors of
**QINGDAO WEST COAST HOLDINGS
 (INTERNATION) LIMITED**
YU Zhan
Director

By Order of the Board
ONE MEDIA GROUP LIMITED
TIONG Kiew Chiong
Director

Hong Kong, 1 August 2016

As at the date of this joint announcement, the board of the Company comprises Tan Sri Datuk Sir TIONG Hiew King, being non-executive director; Mr. TIONG Kiew Chiong and Mr. LAM Pak Cheong, being executive directors; and Mr. YU Hon To, David, Mr. Victor YANG and Mr. LAU Chi Wah, Alex, being independent non-executive directors.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than the information relating to the Offeror) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Offeror) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any statement in this joint announcement misleading.

As at the date of this joint announcement, the directors of the Offeror are Mr. WANG Zhijun, Mr. ZHANG Hao, Mr. WANG Xuejun, Mr. ZHU Jiangfeng and Mr. YU Zhan and the directors of Qingdao West Coast Development (Group) Limited (青島西海岸發展(集團)有限公司) are Mr. WANG Zhijun and Mr. LIU Luqiang.*

The directors of the Offeror and Qingdao West Coast Development (Group) Limited (青島西海岸發展(集團)有限公司) jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than the information relating to the Group, MCIL Group, Comwell, their respective associates and parties acting in concert with them), and confirm, having made all reasonable enquires, that to the best of their knowledge, opinions expressed in this joint announcement (other than the opinions expressed by the Group, MCIL Group, Comwell, their respective associates and parties acting in concert with them) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statement contained in this joint announcement misleading.*

* For identification purposes only