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Physical asset transfer project announcement

Subject name Air plasma cutting machines and other idle machinery and equipment and raw materials group  
Item Number SW2014R0185-2-01  
Monitoring Number GR2014GD2000415-2

Guangzhou Property Exchange:

The transferor apply the legal hold (air plasma cutting machines and other idle machinery and equipment and raw materials group) for public sale. The parties agreed to transfer the content from your announcement in the press site and related media information publicly available by the transfer of assets of the organization and implementation of your transaction. The transferor pursuant to an open, fair, impartial, principles of integrity, make the following commitments:  
1, this is the true wishes of the transfer of assets of the transferor, said the transfer of ownership of assets is clear, the assets of the transferor has implemented a complete disposition time being there is no right to dispose of any restrictions;  
2. The transfer of assets has been legally required decisions, approvals and consents;  
3. ensure that the content of the transferor and fill your submissions are (including the original and copy) no false, misleading statements or material omissions, and its authenticity, legality, integrity, effectiveness responsibility agreed to be disclosed by law you have filled in the above content and submissions.

Transfer application and commitment

The transferor ensure compliance with these commitments, as a result of a breach of the undertaking, the parties to the transaction (including, but not limited to your being, intention of the transferee and third-party) causes losses of the transferor is willing to bear the legal responsibility and the resulting the corresponding financial liability.

Asset possession Party Name Guangzhou Institute of Food Science  
Property assets (assets source) Corporate real assets  
Asset Type Other  
Assessment bodies Guangzhou Heng Ding Real Estate Land and Assets Appraisal Co., Ltd.  
Assets Asset base date 2014-04-30  
assessment The assessed value of assets 63.1876 (million)  
Approval (for the record) Approval (for the record) organization Guangzhou Lingnan International Enterprise Group Co., Ltd.  
case Approval (for the record) date 2014-10-31  
Listed price 63.19 (million)  
Listed the starting date 2014-12-12  
Deadline listing 2014-12-25

Transferee qualifications

**Intention of the transferee must be incorporated within the People's Republic of China as the legitimate existence of a corporate or natural persons who have full civil capacity. Listing and trading of the underlying asset may refer to the number of "Assessment Report", but in view of this large number of trading of the underlying asset, part of the assets is more fragmented, the number of transactions the subject of the actual number may be disclosed and the "assessment report" in the presence of an error, the transferee shall agreed to spot the actual number of subject, 'asset transactions contract, "not because of the error and alteration, cancellation or termination of the transaction price is not adjusted for the above error.**

Disclosure of major issues

**First, the underlying asset information**

Name	Air plasma cutting machines and other idle machinery and equipment and raw materials group	Quantity-
Other assets	The assessed value (million)	63.1876
	Additional Information	

**Third, the trading conditions with the transferee qualifications**

Terms and Information Announcement of 10 working days  
Conditions Information released after the expiration,  
Failure to collect the intention of the transferee Information dissemination end.

After the release of the expiration information, such as two or more collection to meet the conditions and the intention of the transferee, then take

The payment methods

Other conditions associated with the sale.

Internet auction determined transferee

One-time payment

1, the transferor according to the existing quantity, quality, use and installation and storage of the status quo of the subject transaction (including the physical situation, the status quo of property rights and the removal of the status quo existing legacy equipment, etc.) for sale.

2, the transferee shall approve and commit the transaction underlying the existing quantity, quality, use and installation and storage of the status quo (including physical situation, the status quo of property rights and the removal of the status quo existing legacy equipment, etc.) to be the transferee.

3, signed by the transferor and the transferee from the "transaction confirmation" two working days of the date of the signing of "asset transactions contract" with the transferor, the transferee in the signing of "asset transactions contract" date two business days disposable way to transfer the payment transaction price and transaction service fees to Guangzhou Property Exchange designated account. Transferee or as breach of contract, the deposit is not returned, the transferor withdraw subject of the transaction. Has signed the "asset transactions contract" lifted.

4, the transferor has confirmed transferee Guangzhou Property Exchange transaction price paid in full, two working days from the date of removal of deposits and transaction fees apply for transfer procedures subject of the transaction. From the date of transfer of the subject of the transaction from the transferee may exercise all the duties, responsibilities associated with the subject of the transaction, while enjoying the corresponding rights. From 10 working days to move out of the transferor finished dismantling the plant daily trading since the transfer of the subject must.

5. The subject of transfer transactions involved are tariffs, fees, according to relevant national laws and regulations, each of the parties shall be borne by the transaction in accordance with law. Subject of the transaction to take delivery of all costs demolition, removal and disposal of all borne by the transferee.

6, the transaction subject to the processing plant transferor, finished workshop and a number of raw materials within the warehouse, finished goods inventory, machinery and equipment and unlisted assets (the date of the transaction are subject to install the transfer and storage of the status quo prevail). Do non-transaction subject disassembly plant workshop (including but not limited to: all fire, water, lighting systems, all the doors, extraction fan windows and walls, plant horizontal crane, marked "not for sale or plant equipment" and logo equipment, gates and cable). Prohibited drilling and damage plant workshop floor, wall, Cheng Liliang, columns, roof, etc. building ancillary facilities, to ensure buildings, workshops, integrity and security structures. If the transferee subject of the transaction due to the demolition and relocation of the building of the wall need to be removed, which may be removed after the transfer must agree that the subject of the demolition and relocation after the transaction is completed, the transferee will be required to demolish the wall restored to its original state, unless they are the subject of the transaction Equipment base contact area with the ground due to the addition of a fixed concrete needs to be taken outside the detached (limited to demolition and floor to floor level position), the transferee shall not be the subject of the transaction for any reason, under all equipment base and extension the plant, the subject of non-trading cables, lines, tank and pipe laying outside (including workshop equipment supply transaction subject to the control gates junction) mining.

7, the subject of the transaction to take delivery of disassembly during handling and safety responsibilities (including, but not limited to, the transferor belongs to personnel, equipment, facilities, buildings and construction workers involved in construction work, such as security) shall be borne by the transferee, the transferee must take before removing and handling operations in the transaction subject to the third party, including but not limited to all personnel involved in the construction and operation of the safety of buying insurance. As a result of the demolition of the transferee, any security responsibility handling occurs, the transferor and Guangzhou Property Exchange does not assume any responsibility.

8, the transferee subject of the transaction in the demolition process should be well in advance of fire, explosion and other safety work, such as demolition process related industries need qualified, responsible for the transferee.

9, if a third party transferee demolition, because third-party cause of the transferor or other third-party personnel, equipment, facilities, buildings, etc. all damage loss, assume all responsibility and liability by the transferee .

10, the transferee removal and handling operations are subject to on-site supervision of the transferor and the transferor shall be without prejudice to other property. When the transferee to take delivery of the demolition and removal of the subject transaction, for any reason

beyond the subject of the transaction and storage installation workshop scope for anything other than a transaction subject to demolition or removal, or as a transferee theft, all demolition personnel, trade into the subject, demolition of industrial equipment, transport vehicles, and parking should obey a reasonable instruction transferor, strict compliance with the relevant rules and regulations of the transferor.

11, the transferee shall undertake the subject matter of the transaction conditions, including but not limited to: the status quo subject property, purpose, structure, quantity, quality, performance, functionality, disassembly, transportation, installation, etc., and the actual situation has made a full understanding of the costs and risks exist that may occur after the transferee subject transaction has been carried out an independent investigation, analysis and evaluation. After the transferee transferee subject of the transaction, the transaction shall be subject to the above conditions and other relevant circumstances inconsistent with its case before the transferee knows of situations such as the grounds for the lifting of "asset transactions contract" or return the transfer price, ask for compensation.

12, while the transferee to pay the price of the transaction, it shall pay the relocation of Guangzhou Property Exchange deposit 100,000 yuan, to ensure that the date of the transfer of 10 working days to be completed demolition and removal work. Removing the handling process, such as causing the loss of the transferor for sale assets, or property damage caused by moving scene, floor, room, walls, equipment, etc., the transferee must compensate all losses, otherwise the deposit will not be returned relocation. Demolition and removal work as scheduled, complete security, the transferee with documents signed by the transferor to apply Guangzhou Property Exchange, Guangzhou Property Exchange in receipt of the relevant documents five working days, excluding interest the same route back to the relocation of the margin.

#### Transferee qualifications

Intention of the transferee must be incorporated within the People's Republic of China as the legitimate existence of a corporate or natural persons who have full civil capacity.

Amount paid

10 (million)

Payment deadline

17:00 deadline listed before (to the bank account up time)

Payment methods

Other: Bank transfer

Guarantee matters

(1) offer the highest intention of the transferee by trading rules and conventions signed by the transferor and the present "transaction confirmation", and according to the agreed to this transaction fees paid. The agreement signed with the transferor "Asset transaction contract"  
(2) The transferee shall trading rules.

Margin Setting

(1) If the intention of the transferee has not been confirmed as the transferee of the subject transaction, five working days from the end of the auction activity in the future, according to the provisions of this by its trading margin without interest to the same route back. (2) offer the highest intention of the transferee, the situation is a breach of the provisions to ensure that such matters arise, as default, it will not be returned to pay margin trading by the firm after deducting its payable to the firm's transaction fees, balance as liquidated damages all placed under the transferor. (3) the agreement signed by the transferee "transaction confirmation", "Asset transaction contract" after payment of transaction fees and its trading margin paid into part of the transaction according to the agreed purchase price.

Disposal methods

Margin and price settlement account

Margin and price unified settlement account:

Beneficiary: Guangzhou Property Exchange

Bank: China Minsheng Bank Guangzhou Branch, Account Number: 0319014140000136

Listing and trading of the underlying asset may refer to the number of "Assessment Report", but in view of this large number of trading of the underlying asset, part of the assets is more fragmented, the number of transactions the subject of the actual number may be disclosed and the "assessment report" in the presence of an error, the transferee shall agreed to spot the actual number of subject, 'asset transactions contract, "not because of the error and alteration, cancellation or termination of the transaction price is not adjusted for the above error.

Other content requires disclosure

Disclosure Accessories

[Air plasma cutting machine, a group of idle machinery and equipment and raw materials \(BOM\)](#)

[Air plasma cutting machines and other idle machinery and equipment and raw materials group \(intention of the transferee must submit material\)](#)

#### Fourth, Contact

Trading institutions    Guangzhou Property Exchange    Trading agency contacts    Mr. Wu    Tel trading institutions    89,160,903