COMMON SPLENDOR INTERNATIONAL HEALTH INDUSTRY GROUP LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 286)

DISCLOSEABLE TRANSACTION
ISSUE OF SHARES UNDER GENERAL MANDATE

CMCM AGREEMENT

The Company announces that, on 2 December 2016 (after trading hours), the Company (as purchaser), the Vendors (as vendors) and CMCM (as target company) entered into the CMCM Agreement, pursuant to which the Company has conditionally agreed to purchase, and the Vendors have conditionally agreed to sell, the CMCM Shares, representing the entire issued share capital of CMCM, at the consideration of 400,000,000 Shares at an issue price of HK$1.00 each. The Consideration Shares will be issued and allotted under the General Mandate. Pursuant to the CMCM Agreement, CMCM agreed to enter into the SG Agreement, pursuant to which CMCM (as purchaser) shall purchase from Ms. Li (as vendor) the entire issued share capital of Smart Growth at the consideration of HK$5,000.

Accordingly, subject to the CMCM Completion and upon the occurrence of SG Completion, each of CMCM, Smart Growth and the PRC Subsidiary will become a wholly-owned subsidiary of the Company and be consolidated into the Company's consolidated financial statements.

ENTRUSTMENT MANAGEMENT BUSINESSES

It is intended that CMCM, through newly established or acquired company, will enter into Entrustment Management Agreements with relevant maternity and child medical institutions for the conduct of Entrustment Management Businesses in the PRC.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated pursuant to Chapter 14 of the Listing Rules exceeds 5% but is less than 25%, the CMCM Acquisition constitutes discloseable transaction for the Company. Accordingly, the CMCM Acquisition will be subject to the announcement and reporting requirements pursuant to Chapter 14 of the Listing Rules.

As the CMCM Acquisition is subject to fulfilment of condition precedent as set out in the CMCM Agreement and therefore may or may not proceed, Shareholders and investors are reminded to exercise caution when dealing in the Shares.

THE CMCM AGREEMENT

Pursuant to the CMCM Agreement, the Company has conditionally agreed to purchase and the Vendors have conditionally agreed to sell the CMCM Shares, representing the entire issued share capital of CMCM as at the date of the CMCM Agreement.

The principal terms of the CMCM Agreement are summarised as follows:

Date

2 December 2016 (after trading hours)

Parties

(i) the Company (as purchaser);

(ii) the Vendors (as vendors); and

(iii) CMCM (as target company).

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of the CMCM Agreement, each of the Vendors and CMCM and their respective ultimate beneficial owners are Independent Third Parties.

Condition Precedent and Completion

The Company's obligation to acquire CMCM is conditional upon the Company having obtained all necessary approvals in compliance with the Listing Rules for the CMCM Acquisition, including but not limited to Shareholders' approval (if applicable).

Within 10 business days after the date of fulfilment of such condition precedent, the Vendors shall transfer the CMCM Shares from the Vendors to the Company.

Upon CMCM Completion, CMCM will become an indirect wholly-owned subsidiary of the Company and the financial results of CMCM will be consolidated into the Company's consolidated financial statements.

CMCM Consideration

The consideration for the acquisition of the CMCM Shares shall be satisfied by the issue and allotment of the Consideration Shares (i.e. 400,000,000 Shares at an issue price of HK$1.00 each) by the Company to the Vendors in proportion to their respective shareholding in CMCM as at the date of the CMCM Agreement. The Company's issue and allotment of Consideration Shares is subject to:

1. transfer of the CMCM Shares from the Vendors to the Company as stated above; and

2. establishment of four Entrustment Management Businesses.

The CMCM Consideration was determined after arm's length negotiation between the respective parties to the CMCM Agreement with reference to, among others, the reasons and benefits as set out in the section headed "Reasons and Benefits for CMCM Acquisition and SG Acquisition".

Consideration Shares

The Consideration Shares represent (i) approximately 15.41% of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 13.35% of the issued share capital of the Company as enlarged by the issue and allotment of the Consideration Shares (assuming that there is no other change to the issued share capital of the Company from the date of this announcement to the date of issue of the Consideration Shares).

The issue price of the Consideration Shares of HK$1.00 represents:

1. a premium of approximately 49.25% over the closing price of HK$0.67 per Share as quoted on the Stock Exchange on the date of the CMCM Agreement; and

2. a premium of approximately 49.25% over the average closing price of approximately HK$0.67 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately before the date of the CMCM Agreement.

The Consideration Shares will be issued by the Company under the General Mandate. Under the General Mandate, the Directors are allowed to approve the issuance and allotment of up to 408,536,716 Shares as at the date of this announcement (after deducting 110,714,285 Shares that will be issued and allotted upon conversion of the convertible bonds of US$10,000,000 at an issue price of HK$0.70 per Share as disclosed in the Company's announcement dated 5 August 2016). On that basis, after the issue of the Consideration Shares, 8,536,716 new Shares may be further issued and allotted by the Company under the General Mandate.

An application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares. The Consideration Shares, when issued, will rank *pari passu* in all respects with the existing Shares in issue.

Profit guarantee

The Vendors guarantee to the Company that the CMCM Net Profit for the relevant years shall not be less than the following amounts:

Relevant year	Guaranteed CMCM Net Profit	Guaranteed establishment of Entrustment Management Business
1 January 2017 to 31 December 2017	HK$60 million	12 (including those established in 2016) *(Note)*
1 January 2018 to 31 December 2018	HK$60 million	–

Note: The relevant Entrustment Management Agreement must be valid and having a term of not less than 10 years including the renewable period.

In the event that the CMCM Net Profit for each of the relevant periods falls below the corresponding amount stated above, each of the Vendors shall (proportional to their respective shareholding in CMCM as at the date of the CMCM Agreement) pay to the Company in cash the amounts in accordance with the formula below (and for which the Company shall have the right to request the Vendors to dispose of the Consideration Shares for the purpose of such payment):

For 1 January 2017 to 31 December 2017

Vendors' Repayment Amount =

Higher of the following:

HK$400 million × (1 – actual CMCM Net Profit ÷ HK$60 million) or

HK$400 million × (1 – actual number of Entrustment Management Business ÷ 12)

For 1 January 2018 to 31 December 2018

Vendors' Repayment Amount = HK$60 million – actual CMCM Net Profit

Pursuant to the CMCM Agreement, the aggregate amount payable by the Vendors to the Company for the guaranteed CMCM Net Profit shall be capped at the value of the Consideration Shares upon its issuance.

Other major terms of the CMCM Agreement

Operation of CMCM and its subsidiaries

The board of each of CMCM and its subsidiaries shall be nominated and determined by the Company. The Company authorises the Vendors to establish teams for the operation of the respective businesses of CMCM and its subsidiaries.

Lock-up undertaking

Pursuant to the CMCM Agreement, unless otherwise agreed by the Company, the Consideration Shares are subject to lock-up undertaking from the Vendors that they shall not dispose of the Consideration Shares up to the date of final determination of the CMCM Net Profit guarantee as described above for the year ending 31 December 2017 and the settlement of the 2017 results undertaking repayments, if any, and prior to which, the Consideration Shares will be managed jointly by the Company and the Vendors and, if the CMCM Net Profit guarantee is not met, sold at the sole direction of the Company for cash compensation to the Company.

THE SG AGREEMENT

Pursuant to the CMCM Agreement, CMCM agreed to enter into the SG Agreement, pursuant to which CMCM shall purchase from Ms. Li, and Ms. Li shall sell to CMCM the entire issued share capital of Smart Growth.

The principal terms of the SG Agreement are summarised as follows:

Parties

(i) CMCM (as purchaser);

(ii) Ms. Li (as vendor); and

(iii) Smart Growth (as target company).

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of the CMCM Agreement, each of the parties to the SG Agreement and the ultimate beneficial owners of CMCM are Independent Third Parties.

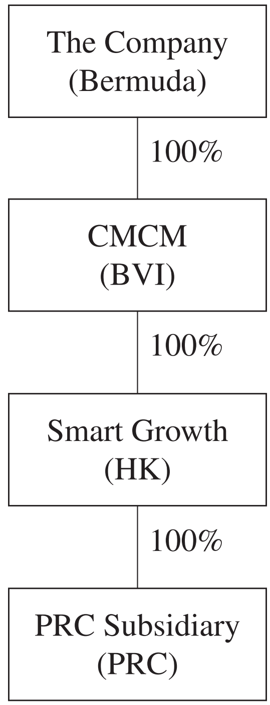
SG Consideration

The consideration for the acquisition of the SG Shares is HK$5,000, which shall be paid to Ms. Li in cash within 10 business days after the completion of the transfer of the entire share capital in Smart Growth from Ms. Li to CMCM pursuant to the SG Agreement. It is expected that SG Consideration payable by CMCM will be funded by its internal resources.

The SG Consideration was determined after arm's length negotiation between the respective parties to the SG Agreement with reference to, among others, the costs associated with (i) the incorporation of Smart Growth; and (ii) the establishment of the PRC Subsidiary.

Accordingly, subject to the CMCM Completion and upon the occurrence of SG Completion, each of CMCM, Smart Growth and the PRC Subsidiary will become a wholly-owned subsidiary of the Company and be consolidated into the Company's consolidated financial statements.

The following diagram depicts the simplified corporate structure of the Group, assuming that CMCM Completion has taken place, immediately after the SG Completion:



ENTRUSTMENT MANAGEMENT AGREEMENTS

The Company expects that CMCM, through newly established or acquired company, will enter into certain Entrustment Management Agreements with relevant maternity and child medical institutions for the conduct of Entrustment Management Businesses in the PRC.

Principal terms of the Entrustment Management Agreements are expected to include the following:

Entrustor	:	relevant MACM Institutions
Entrustee	:	PRC Subsidiary
Term	:	expected to range from 10 years to 20 years

Scope of the management and services	:	The Entrustee will provide management and consultancy services on various matters to the Entrustor, including (i) provision of operational consulting services; (ii) provision of standardised management consulting services; (iii) determine the Entrustor's annual budget; (iv) Entrustor's equipment upgrades and replacement services; (v) introduction of platform of talents; (vi) provision of information and database consulting services; (vii) provision of hospital management training courses; (viii) formulation of insurance programs for the Entrustor; and (ix) the provision of assistance in seeking financing services.
Entrustment	:	During the term of the Entrustment Management Agreement, the Entrustor shall hand over to the Entrustee the assets, facilities, seals, accounting books, qualification documents, agreements and all other documents involved in the operation and management of the Entrustor.
Service fee and payment term	:	A one-off service fee is payable by the Entrustor within 30 days from the date of the Entrustment Management Agreement. An annual fixed fee is payable by the Entrustor on a quarterly basis, and the Entrustee is entitled to an additional annual performance bonus payment equivalent to 50% of the net profit of the Entrustor (after deducting the relevant annual fixed service fee under the Entrustment Management Agreement), and payable annually.
Principal rights and responsibilities of the Entrustor	:	i. The Entrustor has the following rights: • to supervise the Entrustee in the course of its business, as to compliance with applicable laws and regulations; • to supervise the Entrustee as to the transfer of equipment applied by the Entrustor; and • to supervise the Entrustee as to the public health work and basic medical services provided by the Entrustor. ii. The Entrustor has the following responsibilities: • timely effectuate the transfer procedures to the Entrustee in respect of the relevant assets, licences, documents and seals; • provided that there is no violation of the relevant Entrustment Management Agreement on the part of the Entrustee, not to interfere with the operation and management of the Entrustor by the Entrustee;

- coordinate and maintain the relationships between the Entrustor and the local administrative departments and departments of the Entrustor;

- maintain a legal and valid lease relating to the premises of the Entrustor, and renew it under the same terms upon its expiry;

- assist in handling such procedures and formalities following the Entrustee's introduction of professionals to the business;

- cooperate and provide assistance in respect of legal proceedings or arbitrations relating to the Entrustor; and

- apply for relevant social medical insurance hospital system following local implementation.

Principal rights and responsibilities of the Entrustee : i. The Entrustee has the following rights:

- the operation and management of the Entrustor, and be entitled to the relevant service fee payable by the Entrustor (including the ownership of assets held following such investment by the Entrustee);

- in accordance with business needs of the Entrustor, to purchase new equipment, supplies, devices, ancillary office supplies and other items, and provide maintenance to relevant equipment during operation;

- according to the actual needs, restructure or renovate the medical spaces of the Entrustor;

- recruit healthcare and management personnel, and take control of the staff recruitment;

- formulate various management systems, and establish accounting systems in accordance with applicable laws; and

- introduce capital, technology and personnel, and expand the operational scale of the Entrustor, and develop the ability to provide specialist medical services.

ii. The Entrustee has the following responsibilities:

- comply with national laws and regulations and related policies during the course of engagement in various medical activities;

- be supervised by local administrative departments, and pay operational-related administrative fees;

- be responsible for relevant legal, administrative and economic consequences in the event of any violation of laws and regulations; and

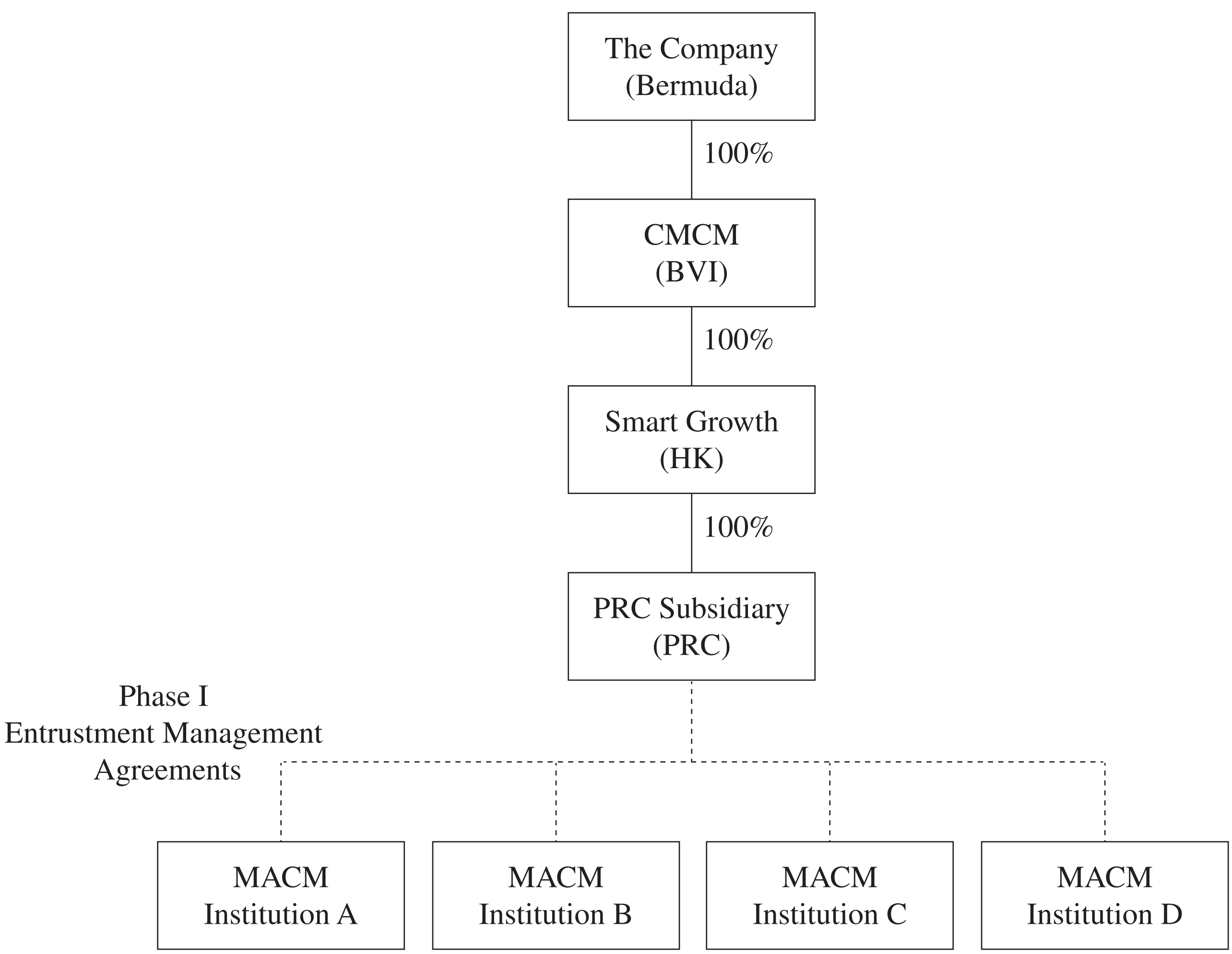
- be supervised by the Entrustor, to ensure the Entrustor's assets are used reasonably and effectively.

Rights of first refusal	:	Upon the end of the relevant term of the Entrustment Management Agreement, the Entrustee shall have a right of first refusal to renew the Entrustee's entrustment management in the Entrustor's business. In the event that the Entrustee agrees to the Entrustor's change in hospital's sponsor or nature, or dispose of the hospital's assets, proprietary rights or sponsorship right, the Entrustee shall have the first right of refusal to obtain the Entrustor's relevant assets, proprietary rights and sponsorship right by way of acquisition or injection of capital.
Entrustor's warranty	:	The Entrustor warrants that it will not entrust, grant, transfer any hospital management right or operational rights to any third party before the expiration of the Entrustment Management Agreement or negotiate or enter into any agreement with any third party in connection with the operation and management of the Entrustor, nor will it exercise the management rights provided under the Entrustment Management Agreement such that will be in conflict with the terms of the Entrustment Management Agreement, including any acts of profit sharing.
Entrustor's Undertakings	:	Unless otherwise agreed by the Entrustee in writing, the sponsor of the Entrustor shall not (i) change the hospital's sponsor; (ii) change the nature of the hospital; or (iii) transfer, entrust, lease or by similar means dispose of the assets or the sponsorship rights of the hospital, or by other means dispose of its interest in the hospital. Furthermore, the sponsor of the Entrustor shall not effectuate any disposition on major matters such as restructuring of the hospital's proprietary rights, merger, division, capital increase, capital reduction, dissolution and liquidation of the hospital, otherwise it will be deemed as a breach of the Entrustment Management Agreement.

Termination	:	The Entrustment Management Agreement may be terminated by mutual consent of the parties thereto. In the event that the parties thereto are unable to cooperate due to reasons such as medical reform, policy change etc, the Entrustor and Entrustee shall comply with such policy and change the mode of operation, otherwise the Entrustment Management Agreement may be early terminated by agreement of the parties thereto.

The Phase I Entrustment Management Agreements include the Entrustee's option to purchase the respective Entrustor's equity interest during a fixed period after the end of term of the relevant Entrustment Management Agreements with reference to the respective Entrustor's audited net profit of the previous financial year multiplied by a fixed multiple of the Entrustor's price-earnings ratio.

The following diagram depicts the simplified corporate structure of the Group after the CMCM Completion and SG Completion and upon the Phase I Entrustment Management Agreements having become effective:



The Company expects that the MACM Institutions will not, by virtue of the Entrustment Management Agreements, be treated as subsidiaries of the Company or otherwise consolidated into the consolidated financial statements of the Company.

INFORMATION OF THE PARTIES

The Group is principally engaged in the precision life healthcare services, healthcare investment management, and investment and finance businesses. The Group has implemented a new "Focus on Social Elites" development strategy and has commenced the layout of global direct operating chain life club plan, including life clubs in Guangzhou, Shenzhen and Huizhou. The Group has initiated the global chain healthcare nursing base plan, with the first nursing base situated at a PRC Grade 5A scenic area in Luofu Shan. The Company is principally engaged in investment holding.

So far as the Directors are aware, CMCM was founded by Mr. Chen, and CMCM receives related advisory services and support from EYEIS Group. EYEIS Group was established in 1997 and it is a comprehensive health industry group, which engages in, among others, the operation of eye clinics chain. EYEIS Group is one of the leading comprehensive healthcare services providers in the PRC, and provides eye-care related health services to a significant number of MACM Institutions in the PRC. The Company entered into a non-legally binding strategic cooperation agreement ("**Strategic Cooperation Agreement**") with EYEIS Group on 28 October 2016 as disclosed in the Company's announcement dated 28 October 2016.

The Company understands that the CMCM Management is in negotiation with other parties for a series of potential projects in the PRC relating to maternity and child healthcare, including maternity and child hospital and maternal and postnatal care centre, and the relevant projects will be carried out through cooperation by way of entrustment management or mergers and acquisitions, which will be subject to further agreements that may be entered into by CMCM (or through its subsidiaries) and other parties.

For the purpose of conducting the Entrustment Management Business through the PRC Subsidiary, according to the information from the Vendors, the Phase I Entrustment Management Agreements may include cooperations with four MACM Institutions, namely, Guangzhou Tongjian Medical Investment Co., Ltd. (Xiyue Club Postnatal Care Centre)* (廣州通健醫療投資有限公司(禧悅會月子中心)), Zhenxiong Changzheng Hospital (Yunnan)* (鎮雄長征醫院(雲南)), Shenzhen Hanjia Medical Beauty Clinic Co., Ltd.* (深圳韓佳醫療美容門診部有限公司), and Nanjing Qing'an Beauty Hospital Co., Ltd.* (南京擎安美容醫院有限公司), and CMCM (i) targets to enter into not less than four Entrustment Management Agreements within 2016, and enter into not less than 12 Entrustment Management Agreements, in aggregate, by 2017; and (ii) aims to attain profits of RMB15 million, RMB60 million and RMB60 million in 2016, 2017 and 2018, respectively.

So far as the Company is aware: (a) each of the Vendors (i) is a company incorporated in the BVI with limited liability and principally engaged in investment holding; and (ii) is owned by the corresponding member of the CMCM Management; and (b) each of the CMCM Management is an individual merchant and is independent from each other. Each of the Vendors and the CMCM Management is an Independent Third Party.

So far as the Directors are aware, CMCM is a limited liability company incorporated in the BVI and is principally engaged in investment holding. As at the date of the CMCM Agreement, the entire issued share capital of CMCM is wholly-owned by the Vendors.

So far as the Directors are aware, Smart Growth is a limited liability company incorporated in Hong Kong and is principally engaged in investment holding. As at the date of the SG Agreement, the entire issued share capital of Smart Growth is wholly-owned by Ms. Li.

FINANCIAL INFORMATION ON CMCM AND SMART GROWTH

As advised by the Vendor, since each of CMCM and Smart Growth has short and insignificant operational history since its incorporation, the financial performance of CMCM and Smart Growth is insignificant.

REASONS AND BENEFITS FOR CMCM ACQUISITION AND SG ACQUISITION

The Group adopts a development strategy of "focusing on life and healthcare"*(專注生命健康), and it is developing a global chain of "life club" and "healthcare base" for the elites. At the same time, it continues to seek various investment and development opportunities in the region of life and healthcare.

The Group notes that the global health industry continues to develop, while the growth of the healthcare industry in Mainland China accelerated along with the PRC Government's introduction of relevant policies. In 2015, the PRC Government promulgated and implemented the two-child policy, which brought along rapid growth in relevant industries, including reproduction healthcare, maternity, after-birth and post-natal services, child healthcare and other industries. As such, the Group is optimistic about the development of maternal and child healthcare and related services.

Taking into account (i) CMCM Management's network in the healthcare industry in the PRC, particularly in the region of maternity and child healthcare; (ii) CMCM Management's intention and ability to cooperate with EYEIS Group by utilising its healthcare platform in the PRC; (iii) the Group's intention to cooperate with the EYEIS Group under the Strategic Cooperation Agreement, including the carrying out of maternity and child healthcare business in China; (iv) the Group's development strategy to capture the rapid growth of the maternity and child healthcare industry in the PRC; and (v) pursuant to the terms of the CMCM Agreement, the CMCM Consideration only includes the Company's issuance of Consideration Shares (and does not involve utilisation of the Group's cash) for the CMCM Acquisition, the Board considers that the CMCM Acquisition are in line with the Group's investment strategy and the CMCM Agreement is on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated pursuant to Chapter 14 of the Listing Rules exceeds 5% but all relevant percentage ratios are less than 25%, the CMCM Acquisition constitutes discloseable transaction for the Company. Accordingly, the CMCM Acquisition will be subject to the announcement and reporting requirements pursuant to Chapter 14 of the Listing Rules.

As the CMCM Acquisition is subject to fulfilment of a condition precedent as set out in the CMCM Agreement and therefore may or may not proceed, Shareholders and investors are reminded to exercise caution when dealing in the Shares.

SHAREHOLDING STRUCTURE

For illustration purpose only, the shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately after the issuance of the Consideration Shares in full (assuming that there is no other change in the share capital of the Company) are as follows:

	As at the date of this announcement		**Assuming all the Consideration Shares are issued**	
	Number of Shares	*Approximate % of issued Shares*	*Number of Shares*	*Approximate % of issued Shares*
Substantial Shareholders				
Champion Dynasty Limited *(Note)*	930,379,671	35.835%	930,379,671	31.051%
國泰君安證券QDIIZH2015-002 資產管理計劃	337,428,000	12.997%	337,428,000	11.262%
Public Shareholders				
Vendor A (wholly-owned by Mr. Chen)	–	0.000%	40,000,000	1.335%
Vendor B (wholly-owned by Mr. Chen)	–	0.000%	40,000,000	1.335%
Vendor C (wholly-owned by Mr. Chen)	–	0.000%	40,000,000	1.335%
Vendor D (wholly-owned by Ms. Wei)	–	0.000%	40,000,000	1.335%
Vendor E (wholly-owned by Ms. Huang)	–	0.000%	40,000,000	1.335%
Vendor F (wholly-owned by Mr. Lu)	–	0.000%	40,000,000	1.335%
Vendor G (wholly-owned by Ms. Deng)	–	0.000%	40,000,000	1.335%
Vendor H (wholly-owned by Ms. Deng)	–	0.000%	40,000,000	1.335%
Vendor I (wholly-owned by Ms. Zhang)	–	0.000%	40,000,000	1.335%
Vendor J (wholly-owned by Ms. Zhang)	–	0.000%	40,000,000	1.335%
Other public Shareholders	1,328,447,337	51.168%	1,328,447,337	44.337%
Total	**2,596,255,008**	**100.000%**	**2,996,255,008**	**100.000%**

Note: Champion Dynasty Limited is a company wholly owned by Mr. Cheung Wai Kuen, an executive Director and chairman of the Board, and a controlling shareholder of the Company.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Board"	the board of Directors
"BVI"	British Virgin Islands
"Company"	Common Splendor International Health Industry Group Limited, an exempted company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 286)
"Consideration Shares"	400,000,000 Shares to be issued at HK$1 each for the settlement of the consideration for the CMCM Acquisition pursuant to the CMCM Agreement

"CMCM"	Cherish Maternity and Child Medical Group (International) Limited (愛氏婦幼醫療集團(國際)有限公司), a company incorporated in the BVI with limited liability, being the subject company of the CMCM Acquisition
"CMCM Acquisition"	the acquisition of the CMCM Shares by the Company from the Vendors pursuant to the CMCM Agreement
"CMCM Agreement"	the share purchase agreement dated 2 December 2016 entered into between the Company, the Vendors and CMCM in relation to the CMCM Acquisition
"CMCM Completion"	completion of the CMCM Acquisition in accordance with the terms and conditions of the CMCM Agreement
"CMCM Consideration"	consideration for the CMCM Acquisition (i.e. the Consideration Shares)
"CMCM Management"	the six management members of CMCM as at the date of the CMCM Agreement and the proposed management members of CMCM after CMCM Completion, who are ultimate beneficial owners of the Vendors, namely Mr. Chen, Mr. Lu, Ms. Deng, Ms. Huang, Ms. Wei and Ms. Zhang
"CMCM Net Profit"	the audited consolidated annual net profit of CMCM for the period from 1 January to 31 December
"CMCM Shares"	issued shares of CMCM, representing the entire issued share capital of CMCM, which is wholly and beneficially owned by the Vendors, collectively, as at the date of the CMCM Agreement
"Directors"	the directors of the Company
"Entrustee"	the entrustee under the Entrustment Management Agreement, being the PRC Subsidiary
"Entrustment Management Agreements"	the entrustment management agreements proposed to be entered by Smart Growth, through the PRC Subsidiary, with certain MACM Institutions pursuant to which the PRC subsidiary shall manage the MACM Institutions in return for management fees
"Entrustment Management Businesses"	the entrustment management businesses proposed to be conducted by Smart Growth, through the PRC Subsidiary, pursuant to the respective Entrustment Management Agreements
"Entrustor"	each of the MACM Institutions under the relevant Entrustment Management Agreement

"EYEIS Group"	深圳愛視健康產業集團股份有限公司 (Shenzhen EYEIS Health Industry Group Co., Ltd*), an Independent Third Party
"General Mandate"	the general mandate granted to the Directors at the Company's annual general meeting date 31 May 2016 to allot, issue or deal with up to 20% of the then issued share capital of the Company as at the date of the annual general meeting, being 519,251,001 Shares
"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 PRC
"Independent Third Party(ies)"	party(ies) independent of and not connected with the Company and its connected persons (as defined under the Listing Rules)
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"MACM Institutions"	maternity and child medical institutions in the PRC
"Mr. Chen"	Mr. Chen Xuanxiong (陳璇雄)
"Mr. Lu"	Mr. Lu Boping (吕伯平)
"Ms. Deng"	Ms. Deng Chanji (鄧嬋姬)
"Ms. Huang"	Ms. Huang Yuchang (黃玉嫦)
"Ms. Li"	Ms. Li Lai (李麗)
"Ms. Wei"	Ms. Wei Shaoling (魏少玲)
"Ms. Zhang"	Ms. Zhang Xiaoxia (張曉霞)
"Phase I Entrustment Management Agreements"	the four Entrustment Management Agreements to be executed
"PRC"	the People's Republic of China and, for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
"PRC Subsidiary"	Shenzhen Cherish Corporate Management Advisory Co., Ltd.* (深圳愛氏企業管理諮詢有限公司), a company established in the PRC by Smart Growth, for the conduct of Entrustment Management Businesses in the PRC
"SG Acquisition"	the proposed acquisition of the SG Shares by CMCM from Ms. Li pursuant to the SG Agreement

"SG Agreement"	the share purchase agreement expected to be entered into between CMCM, Ms. Li and Smart Growth in relation to the SG Acquisition
"SG Completion"	completion of the SG Acquisition in accordance with the terms and conditions of the SG Agreement
"SG Consideration"	the total consideration in the amount of HK$5,000 payable by CMCM to Ms. Li for the entire issued share capital of Smart Growth under the SG Agreement
"Shareholder(s)"	the shareholder(s) of the Company
"Share(s)"	ordinary share(s) of the Company
"Smart Growth"	Smart Growth Investments Limited (俊喜投資有限公司), a company incorporated in Hong Kong with limited liability
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Vendor A"	Golden Trophy International Limited (錦標國際有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Mr. Chen, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor B"	Wealthy Fortress Holdings Limited (裕堡控股有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Mr. Chen, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor C"	Creative Galaxy Asia Limited (創星亞洲有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Mr. Chen, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor D"	Champion One Enterprises Limited (進宏企業有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Ms. Wei, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor E"	Access Reliant Global Limited (盈信環球有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Ms. Huang, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor F"	Baohua Asia Limited (寶華亞洲有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Mr. Lu, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement

"Vendor G"	Baokang International Corporation (保康國際有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Ms. Deng, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor H"	Billion Excel Enterprises International Corporation (億強企業有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Ms. Deng , which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor I"	Huahong Worldwide Limited (華康國際有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Ms. Zhang, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendor J"	Million Asia Enterprises Limited (萬亞企業有限公司), a company incorporated in the BVI with limited liability and wholly-owned by Ms. Zhang, which holds 10% of the entire issued share capital in CMCM as at the date of the CMCM Agreement
"Vendors"	collectively, Vendor A, Vendor B, Vendor C, Vendor D, Vendor E, Vendor F, Vendor G, Vendor H, Vendor I, and Vendor J, which together holds the entire issued share capital in CMCM

By order of the Board
Common Splendor International Health Industry Group Limited
Cheung Wai Kuen
Chairman

Hong Kong, 2 December 2016

As at the date of this announcement, the Board comprises Mr. Cheung Wai Kuen, Mr. Cheng Hau Yan and Mr. Ye Jiong Xian as executive Directors; Mr. Lin Jiang as non-executive Director; and Mr. Mai Yang Guang, Mr. Yau Chi Ming and Mr. Lam Chi Wing as independent non-executive Directors

* *denotes English translation of the name of a Chinese company or entity, and is provided for identification purposes only.*