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GROUND INTERNATIONAL DEVELOPMENT LIMITED

廣澤國際發展有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 989)

SUBSCRIPTIONS OF NEW SHARES UNDER SPECIFIC MANDATE

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...the completion of each of the Subscription is subject to the fulfilment of the Condition(s) as set out in the Subscription Agreements, the Subscription may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.

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PRINCIPAL TERMS OF THE SUBSCRIPTION AGREEMENTS

Date

Parties to the Subscription Agreement-A

[Faint, illegible text describing the parties and terms for Agreement A]

Parties to the Subscription Agreement-B

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Parties to the Subscription Agreement-C

[Faint, illegible text describing the parties and terms for Agreement C]

Parties to the Subscription Agreement-D

[Faint, illegible text describing the parties and terms for Agreement D]

1. The undersigned hereby certifies that the information furnished in this report is true and correct to the best of his knowledge and belief, and that he is not aware of any material misstatements or omissions in this report.

Parties to the Subscription Agreement-E

1. The undersigned hereby certifies that the information furnished in this report is true and correct to the best of his knowledge and belief, and that he is not aware of any material misstatements or omissions in this report.

2. The undersigned hereby certifies that the information furnished in this report is true and correct to the best of his knowledge and belief, and that he is not aware of any material misstatements or omissions in this report.

3. The undersigned hereby certifies that the information furnished in this report is true and correct to the best of his knowledge and belief, and that he is not aware of any material misstatements or omissions in this report.

Parties to the Subscription Agreement-F

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Parties to the Subscription Agreement-G

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EFFECT ON SHAREHOLDING STRUCTURE OF THE COMPANY FOLLOWING COMPLETION OF THE SUBSCRIPTIONS

	As at the date of this announcement		Immediately after the Completion (assuming that all the Subscriptions Shares are fully subscribed and there will not be any change in the issued share capital of the Company from the date of this announcement to the Completion Date)	
	Number of Shares	Approximate %	Number of Shares	Approximate %
Issued and fully paid-up shares (Note 1)	1,170,000	42.00	1,170,000	42.00
Subscriptions (Notes 1 and 2)	1,131,450,000	48.00	1,131,450,000	48.00
Public				
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Investment Bankers	1,131,450,000	100.00	1,131,450,000	100.00
Total	2,301,450,000	100.00	2,772,900,000	100.00

Notes:

1. The number of shares issued and fully paid-up as at the date of this announcement is 1,170,000, representing 42.00% of the issued and fully paid-up share capital of the Company as at the date of this announcement.

2. The number of shares to be issued and fully paid-up by the Company upon completion of the subscriptions is 1,131,450,000, representing 48.00% of the issued and fully paid-up share capital of the Company immediately after the completion of the subscriptions. The number of shares to be issued and fully paid-up by the Company upon completion of the subscriptions is 1,131,450,000, representing 48.00% of the issued and fully paid-up share capital of the Company immediately after the completion of the subscriptions.

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REASONS FOR THE SUBSCRIPTIONS AND USE OF PROCEEDS

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Since the Completion of each of the Subscription is subject to the fulfilment of the Condition(s) as set out in the Subscription Agreements, the Subscription may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.

DEFINITIONS

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1. 本公司之董事及高級管理人員均具有豐富之經驗，且均具有良好之信譽，且均具有良好之信譽，且均具有良好之信譽。

2. 本公司之董事及高級管理人員均具有豐富之經驗，且均具有良好之信譽，且均具有良好之信譽。

3. 本公司之董事及高級管理人員均具有豐富之經驗，且均具有良好之信譽，且均具有良好之信譽。

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家譯投資有限公司

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Ground International Development Limited

Chai Xiu
Chairperson

As at the date of this announcement, the executive Directors of the Company are Ms. Chai Xiu, Ms. Cui Xintong, Mr. Wang Guanghui and Mr. Huang Bingxing; and the independent non-executive Directors of the Company are Mr. Chan Yuk Tong, Mr. Mei Jianping and Mr. Xiang Qiang.