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FEISHANG

Feishang Anthracite Resources Limited

飛尚無煙煤資源有限公司

(Incorporated in the British Virgin Islands with limited liability)

(Stock code: 1738)

**ANNOUNCEMENT
MADE PURSUANT TO RULE 13.09 OF
THE RULES GOVERNING THE LISTING OF SECURITIES
ON THE STOCK EXCHANGE OF HONG KONG LIMITED AND
THE INSIDE INFORMATION PROVISIONS**

This announcement is made by the Board pursuant to Rule 13.09 of the Listing Rules and the inside information provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong).

Reference is made to the announcement of the Company dated 30 June 2015 in which it was disclosed that the Company, as the purchaser, entered into the Original SPA on the same day to acquire from the Original Shareholders, as the vendors, the Sale Shares and the Original Shareholders' Loans. Original Completion took place on 30 June 2015 immediately after the execution of the Original SPA. The Target Company and the Original Shareholders confirmed that no Original Shareholders' Loans were due and owed by the Target Company to the Original Shareholders as at the date of the Original Completion. Accordingly, assignment and transfer of the Original Shareholders' Loans from the Original Shareholders to the Company as contemplated under the Original SPA did not take place.

The Board wishes to announce that on 23 December 2015 (after trading hours), the Company, as the vendor, entered into the Sale and Purchase Deed with the Original Shareholders and the Target Company, pursuant to which, among other things, the Company sold to Mr. Liao the Sale Shares, free from any encumbrance together with all rights attaching thereto, at the Consideration. Completion is scheduled to take place after the execution of the Sale and Purchase Deed.

The transactions contemplated under the Sale and Purchase Deed do not constitute any notifiable transaction of the Company under Chapter 14 of the Listing Rules nor any connected transaction under Chapter 14A of the Listing Rules.

This announcement is made by the Board pursuant to Rule 13.09 of the Listing Rules and the inside information provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong).

BACKGROUND

Reference is made to the announcement of the Company dated 30 June 2015 in which it was disclosed that the Company, as the purchaser, entered into the Original SPA on the same day to acquire from the Original Shareholders, as the vendors, the Sale Shares and the Original Shareholders' Loans. Original Completion took place on 30 June 2015 immediately after the execution of the Original SPA, and the Company thereby became the legal and beneficial owner of the Sale Shares, representing the entire issued share capital of the Target Company. The Target Company and the Original Shareholders confirmed that no Original Shareholders' Loans were due and owed by the Target Company to the Original Shareholders as at the date of the Original Completion. Accordingly, assignment and transfer of the Original Shareholders' Loans from the Original Shareholders to the Company as contemplated under the Original SPA did not take place. As at the date of the Original SPA and up to the date of the Sale and Purchase Deed, the Target Company was/remains the beneficial owner of (i) 35% of the issued share capital of/equity interest in Sri Lanka Electroteks Ceke, (ii) 70% of the issued share capital of/equity interest in Kyrgyzstan KDM, (iii) 50% of the issued share capital of/equity interest in Madagascar Ceke and (iv) 33% of the issued share capital of/equity interest in Costa Rica TV UHF.

Under the Original SPA, as soon as practicable after the Original Completion, the Original Shareholders shall procure the satisfaction of the Conditions, which include among other things, completion of the Restructuring. Under the Original SPA, payment of the Original Consideration shall be made by the Company by stages upon satisfaction of the relevant Conditions. Under the Original SPA, the Original Shareholders undertook with the Company and the Target Company to procure and complete the Restructuring on or before 31 December 2015 or other later date that the Company may agree in writing ("**Undertaking**").

The Original Shareholders admitted and acknowledged that, in breach of their agreement under the Original SPA and the Undertaking, they have failed to procure the satisfaction of the Conditions and have failed to procure the completion of the Restructuring in accordance with the Original SPA ("**Original Shareholders' Breach**") and have requested the Company to release and discharge them from their obligations under the Undertaking.

Should the completion of the Restructuring have taken place, the Target Company would, among other things, (a) have become the legal and beneficial interest in (i) 51.25% of the issued share capital of/equity interest in Sri Lanka Electroteks Ceke, (ii) 33% of the issued share capital of/equity interest in Costa Rica TV UHF, (iii) 70% of the issued share capital of/equity interest in Kyrgyzstan KDM, and (iv) 50% of the issued share capital of/equity interest in Madagascar Ceke; (b) be able to control the management, financial and operational policies of each of Sri Lanka Electroteks Ceke, Kyrgyzstan KDM and Madagascar Ceke; and (c) have a significant influence on the management, financial and operational policies of Costa Rica TV UHF.

The Board wishes to announce that on 23 December 2015 (after trading hours), the Company, as the vendor, entered into the Sale and Purchase Deed with the Original Shareholders and the Target Company pursuant to which, among other things, the Company agreed to release and discharge the Original Shareholders from their respective past, present and future liabilities and obligations under the Original SPA with effect from Completion and the Company agreed to sell to Mr. Liao the Sale Shares, free from any encumbrance together with all rights attaching thereto, at the Consideration.

As at the date of this announcement, no payment of the Original Consideration had been made by the Company to the Original Shareholders.

SALE AND PURCHASE DEED

Details of the Sale and Purchase Deed are as follows:

Date: 23 December 2015

Parties: (1) the Company
(2) the Original Shareholders
(3) the Target Company

Release and Discharge

The Original Shareholders agreed and acknowledged that completion of the Restructuring has not taken place and will not take place on or before 31 December 2015. The Company agreed to release and discharge the Original Shareholders from their respective past, present and future liabilities and obligations under the Original SPA with effect from Completion.

The Original Shareholders further agreed and acknowledged that due to the Original Shareholders' Breach, the Company's payment obligations of the Original Consideration shall be released and be forever discharged.

The Company, the Original Shareholders and the Target Company each covenanted not to take any action or make any claim against the relevant party under or pursuant to the Original SPA.

Sale of Target Company

Pursuant to the Sale and Purchase Deed, the Company sold the Sale Shares to Mr. Liao, free from any encumbrance together with all rights attaching thereto, at the Consideration.

Consideration and Payment

The Consideration for the Sale Shares shall be the aggregate sum of HK\$1,000,000 payable by Mr. Liao upon Completion.

Completion

Completion is scheduled to take place after the execution of the Sale and Purchase Deed.

Upon Completion, the Target Company ceases to be a subsidiary of the Company.

REASONS FOR AND BENEFITS OF THE SALE OF TARGET COMPANY

The Company is an investment holding company. The Group is principally engaged in the acquisition, construction and development of anthracite coal mines and extraction and sale of thermal and anthracite coal in the PRC.

As mentioned in the announcement of the Company dated 30 June 2015, the Company entered into the Original SPA with the intention of exploring other investment opportunities and to broaden its investment portfolio, diversify its operations and increase its income stream by exploring TV broadcasting operations overseas.

However, since the Original Completion, the Original Shareholders have failed to carry out their obligations under the Undertaking in procuring the completion of the Restructuring. It became clear to the Directors and the Original Shareholders also admitted and acknowledged that the Restructuring would not be completed by 31 December 2015, as stipulated under the terms of the Original SPA. In view of the Original Shareholders' Breach and hence the failure to complete the Restructuring, the Company would not be able to acquire the legal and beneficial interest in the Overseas Companies or be able to control/have significant influence on the management, financial and operational policies of the Overseas Companies as contemplated in the Original SPA. As such, the Directors consider that it is in the interest of the Company and its Shareholders as a whole to enter into the Sale and Purchase Deed with the Original Shareholders to release and discharge each other from that party's past, present and future liabilities and obligations under the Original SPA with effect from Completion and sell the Target Company back to Mr. Liao to recover the costs incurred by the Company under the Original SPA.

The terms of the Sale and Purchase Deed were determined after arm's length negotiations between the parties. The Directors (including the independent non-executive Directors) consider that the terms of the Sale and Purchase Deed are normal commercial terms and fair and reasonable and the transactions contemplated under the Sale and Purchase Deed are in the interests of the Company and the Shareholders as a whole.

GENERAL

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, Mr. Liao, Guilin Ceke and the ultimate beneficial owner(s) of Guilin Ceke are Independent Third Parties. The transactions contemplated under the Sale and Purchase Deed do not constitute any notifiable transaction of the Company under Chapter 14 of the Listing Rules nor any connected transaction under Chapter 14A of the Listing Rules.

As performance of an agreement may be affected by various uncertainties leading to potential risks resulting from default and/or non-performance thereunder, the Company will make timely disclosure by publishing an announcement as and when appropriate and necessary if the Company encounters any material risk in the course of enforcing its rights under the Sale and Purchase Deed.

Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

DEFINITIONS

“Board”	the board of Directors
“Company”	Feishang Anthracite Resources Limited, a company incorporated in the British Virgin Islands with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange
“Completion”	the completion of the sale and purchase of the Sale Shares in accordance with the Sale and Purchase Deed
“Conditions”	the conditions set out in the Original SPA
“connected person”	has the meaning ascribed to it under the Listing Rules

“Consideration”	the consideration of HK\$1,000,000 being the aggregate sum payable by Mr. Liao to the Company for the purchase of the Sale Shares pursuant to the terms of the Sale and Purchase Deed
“Costa Rica TV UHF”	TV de San José UHF, S.A., a company incorporated in the Republic of Costa Rica with limited liability
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries
“Guilin Ceke”	桂林市思奇通信設備有限公司 (Guilin City Ceke Communication Equipment Company Limited), one of the Original Shareholders
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong
“Independent Third Parties”	persons who are not connected persons of the Group and its connected persons
“Kyrgyzstan KDM”	КиДиЭмТиВи, a company incorporated in Kyrgyzstan Republic with limited liability
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Madagascar Ceke”	Ceke Madagascar Private Investment Agency SA, a company incorporated in the Republic of Madagascar with limited liability
“Mr. Liao”	Mr. Liao Jun, one of the Original Shareholders
“Overseas Companies”	Sri Lanka Electroteks Ceke, Costa Rica TV UHF, Kyrgyzstan KDM, and Madagascar Ceke
“Original Completion”	the completion of the sale and purchase of the Sale Shares in accordance with the Original SPA
“Original Consideration”	the consideration of US\$6,500,000 (equivalent to approximately HK\$50,700,000) payable by the Company to the Original Shareholders under the terms of the Original SPA
“Original Shareholders”	Guilin Ceke and Mr. Liao
“Original Shareholders’ Loans”	the interest-free loans (if any) due and owing by the Target Company to the Original Shareholders as at the date of the Original Completion
“Original SPA”	the sale and purchase agreement dated 30 June 2015 entered into among the Company as the purchaser, the Original Shareholders as the vendors and the Target Company for the sale and purchase of the Sale Shares and the Original Shareholders’ Loans

“PRC”	the People’s Republic of China
“Restructuring”	Target Company’s acquisition at an aggregate nominal consideration of RMB1 of the legal and beneficial interest in (i) 51.25% of the issued share capital of/equity interest in Sri Lanka Electroteks Ceke; (ii) 33% of the issued share capital of/equity interest in Costa Rica TV UHF; (iii) 70% of the issued share capital of/equity interest in Kyrgyzstan KDM; and (iv) 50% of the issued share capital of/equity interest in Madagascar Ceke as stipulated in the Original SPA
“Sale and Purchase Deed”	the sale and purchase deed dated 23 December 2015 entered into among the Company, the Original Shareholders and the Target Company for, among other things, the sale and purchase of the Sale Shares
“Sale Shares”	the 10,000 shares of the Target Company, representing the entire issued share capital of the Target Company held by the Company
“Shareholder(s)”	the shareholder(s) of the Company
“Shares”	ordinary shares of HK\$0.001 each in the share capital of the Company
“Sri Lanka Electroteks Ceke”	Electroteks Ceke (Private) Limited, a company incorporated in Democratic Socialist Republic of Sri Lanka with limited liability
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Hongkong Madia Investment Manage Co., Limited, a company incorporated in Hong Kong
“US\$”	United States Dollars, the lawful currency of the United States of America
“%”	per cent.

In this announcement, the conversion of US\$ into HK\$ has been made at the rate of US\$1.00:HK\$7.80. Such conversion rate is included in this announcement for indicative purpose only and should not be construed as a representation that any amount has been, could have been or may be, exchanged at this or any other rate.

By Order of the Board
FEISHANG ANTHRACITE RESOURCES LIMITED
YUE Ming Wai Bonaventure
Executive Director and Company Secretary

Hong Kong, 23 December 2015

As at the date of this announcement, the executive Directors of the Company are LI Feilie, HAN Weibing, WAN Huojin, TAM Cheuk Ho, WONG Wah On Edward and YUE Ming Wai Bonaventure; and the independent non-executive Directors of the Company are LO Kin Cheung, HUANG Zuye and HUANG Songzhong.