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Oriental Ginza Holdings Limited

東方銀座控股有限公司

(Incorporated in Bermuda with limited liability)
(Stock Code: 0996)



**NEO-CHINA LAND GROUP
(HOLDINGS) LIMITED**

中新地產集團(控股)有限公司*

(Incorporated in Bermuda with limited liability)
(Stock Code: 0563)

JOINT ANNOUNCEMENT

**DISCLOSURE UNDER
RULE 13.09(1)
of the
LISTING RULES**

**SUPPLEMENTAL FRAMEWORK
AGREEMENT
IN RELATION TO
PROPOSED ACQUISITION OF
INTERESTS
IN
PROFIT KINGSWAY**

**DISCLOSURE UNDER
RULE 13.09(1)
of the
LISTING RULES**

**SUPPLEMENTAL FRAMEWORK
AGREEMENT
IN RELATION TO
PROPOSED DISPOSAL
OF INTERESTS
IN
PROFIT KINGSWAY**

SUPPLEMENTAL FRAMEWORK AGREEMENT

On 8 September 2009 (after the trading hours), the Purchaser, a wholly-owned subsidiary of Oriental Ginza, entered into the Supplemental Framework Agreement with the Vendor, a wholly-owned subsidiary of Neo-China Land Group. The Supplemental Framework Agreement is supplemental to the Framework Agreement and is entered with a view to demonstrating that the parties to the Framework Agreement are earnest in seeking to enter into the Agreement. Under the Supplemental Framework Agreement:

1. the Purchaser has agreed to pay HK\$20,000,000.00 as Earnest Money to a firm of solicitors as Escrow Agent within 7 days after the signing of the Supplemental Framework Agreement;
2. the Escrow Agent shall deposit the Earnest Money in an interest-bearing bank account as soon as practicable upon receipt of the Earnest Money;

3. if the Agreement is signed within three months from the date of the Framework Agreement (or a later date to be determined and agreed by the Parties) pursuant to the Framework Agreement, the Escrow Agent shall pay the Earnest Money together with all interest accrued thereon to the Vendor as deposit or partial payment of the Proposed Consideration upon signing of the Agreement;
4. if the Agreement is not signed within three months from the date of the Framework Agreement (or a later date to be determined and agreed by the Parties) pursuant to the Framework Agreement whereby the Framework Agreement and the Supplemental Framework Agreement are automatically terminated pursuant to the Framework Agreement, the Escrow Agent shall refund the Earnest Money together with all interest accrued thereon forthwith to the Purchaser;
5. the Supplemental Framework Agreement does not affect the Parties to continue to carry out procedures as contemplated under the Framework Agreement, including (but not limited to) conducting due diligence work, the drafting and signing of the Agreement and all other related matters; and
6. Save as supplemented or amended by this Supplemental Framework Agreement as disclosed above, the Framework Agreement shall continue in full force and effect and upon the same terms and conditions.

The signing of the Agreement and hence the Proposed Acquisition/Disposal may or may not proceed. Shareholders and potential investors of the respective companies, i.e. Oriental Ginza and/or Neo-China Land Group, are advised to exercise caution when dealing in the securities of Oriental Ginza and/or Neo-China Land Group.

Reference is made to the joint announcement of Oriental Ginza and Neo-China Land Group dated 21 August 2009 relating to the Proposed Acquisition/Disposal of interests in Profit Kingsway Limited (the “Tianjian Project Joint Announcement”). Unless the context otherwise requires, defined terms in the Tianjian Project Joint Announcement have been adopted herein and shall have the same meanings as ascribed thereto in the Tianjian Project Joint Announcement.

SUPPLEMENTAL FRAMEWORK AGREEMENT

On 8 September 2009 (after the trading hours), the Purchaser, a wholly-owned subsidiary of Oriental Ginza, entered into the supplemental framework agreement (“**Supplemental Framework Agreement**”) with the Vendor, a wholly-owned subsidiary of Neo-China Land Group. The Supplemental Framework Agreement is supplemental to the Framework Agreement and is entered with a view to demonstrating that the parties to the Framework Agreement are earnest in seeking to enter into the Agreement. Under the Supplemental Framework Agreement:

1. the Purchaser has agreed to pay HK\$20,000,000.00 as earnest money (“the Earnest Money”) to a firm of solicitors as escrow agent (“the Escrow Agent”) within 7 days after the signing of the Supplemental Framework Agreement;

2. the Escrow Agent shall deposit the Earnest Money in an interest-bearing bank account as soon as practicable upon receipt of the Earnest Money;
3. if the Agreement is signed within three months from the date of the Framework Agreement (or a later date to be determined and agreed by the Parties) pursuant to the Framework Agreement, the Escrow Agent shall pay the Earnest Money together with all interest accrued thereon to the Vendor as deposit or partial payment of the Proposed Consideration upon signing of the Agreement;
4. if the Agreement is not signed within three months from the date of the Framework Agreement (or a later date to be determined and agreed by the Parties) pursuant to the Framework Agreement whereby the Framework Agreement and the Supplemental Framework Agreement are automatically terminated pursuant to the Framework Agreement, the Escrow Agent shall refund the Earnest Money together with all interest accrued thereon forthwith to the Purchaser;
5. the Supplemental Framework Agreement does not affect the Parties to continue to carry out procedures as contemplated under the Framework Agreement, including (but not limited to) conducting due diligence work, the drafting and signing of the Agreement and all other related matters; and
6. Save as supplemented or amended by this Supplemental Framework Agreement as disclosed above, the Framework Agreement shall continue in full force and effect and upon the same terms and conditions.

The signing of the Agreement and hence the Proposed Acquisition/Disposal may or may not proceed. Shareholders and potential investors of the respective companies, i.e. Oriental Ginza and/or Neo-China Land Group, are advised to exercise caution when dealing in the securities of Oriental Ginza and/or Neo-China Land Group .

By order of the Board
Oriental Ginza Holdings Limited
Tin Yuen Sin Carol
Chairperson

By order of the Board
Neo-China Land Group (Holdings)
Limited
Liu Yi
Chairman

8 September 2009

As at the date of this announcement, the board of directors of Oriental Ginza Holdings Limited comprises of Ms. Tin Yuen Sin Carol, Mr. Xu Yi, Mr. Zhang Feng, Mr. Li Sai Ho and Mr. Fok Wai Ming Eddie as executive directors, and Mr. Chan Wai Yip Freeman, Mr. Ng Ka Chung Simon and Ms. Leung Po Ying Iris as independent non-executive directors.

As at the date hereof, the board of directors of Neo-China Land Group (Holdings) Limited comprises Mr. Liu Yi, Mr. Liu Yi, Ms. Niu Xiao Rong, Mr. Yuan Kun, Ms. Liu Yan, Mr. Jia Bo Wei, Ms. Bao Jing Tao and Mr. Lam Kwan Sing as executive Directors;

Mr. Lai Leong as non-executive Director and Ms. Nie Mei Sheng, Mr. Zhang Qing Lin and Mr. Gao Ling as independent non-executive Directors.

This announcement is made by the order of the board of directors of Oriental Ginza Holdings Limited and Neo-China Land Group (Holdings) Limited, of which the directors individually and jointly accept responsibility for the accuracy of the information contained in this announcement.

** For identification purpose only*