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Evershine Group Holdings Limited

永耀集團控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 8022)

AGREEMENT IN RESPECT OF STRATEGIC COOPERATION FOR PROJECTS IN EUROPE

This announcement is made by the Company pursuant to Rule 17.10 of the GEM 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 5 February 2016 in relation to the entering into of the non-legally binding MOU with The 6th Engineering Bureau of China City Construction Holding Group Company[#] in relation to the cooperation of project(s) in Turkey.

The Board is pleased to announce that on 6 May 2016 (after trading hours), the Company entered into the Agreement with The 6th Engineering Bureau of China City Construction Holding Group Company[#] in relation to the Strategic Cooperation.

THE AGREEMENT

Date: 6 May 2016 (after trading hours)

Parties:

- (i) The Company
- (ii) The 6th Engineering Bureau of China City Construction Holding Group Company[#]

The 6th Engineering Bureau of China City Construction Holding Group Company[#] is a company established in the PRC and is principally engaged in construction, project planning and design, cultural and tourist real estate development and capital management.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, The 6th Engineering Bureau of China City Construction Holding Group Company# and its ultimate beneficial owner(s) are Independent Third Parties.

Major terms of the Agreement

The Company has intention to participate property investments and development project(s) in Europe (the “**Project(s)**”) and has nominated The 6th Engineering Bureau of China City Construction Holding Group Company# as its technical engineering consultant for the Project(s).

Pursuant to the Agreement, the Company and The 6th Engineering Bureau of China City Construction Holding Group Company# shall negotiate in good faith in respect of every Project(s) in Europe and enter into relevant Project(s) agreement(s) which would set out the scope of services, fees and the corresponding duties of the parties.

The 6th Engineering Bureau of China City Construction Holding Group Company# shall provide relevant technical engineering consultancy services to the Company in respect of every Project(s), which may include but not limited to the following consultancy works, such as feasibility studies, project design, blueprints, engineering quotes and budgets, testing and checking, procurement of materials, engineering and construction works, engineering supervision and inspection.

The Company shall provide all necessary information and data to allow The 6th Engineering Bureau of China City Construction Holding Group Company# to conduct relevant works and shall pay relevant fee(s) in accordance with the terms of the Project(s) agreement(s).

Subject to the payment of all consultancy fees in accordance with the Project(s) agreement(s), all copyrights of the technical documents provided by The 6th Engineering Bureau of China City Construction Holding Group Company# shall be transferred to the Company and the Company shall be entitled to utilize such documents for the Project(s).

The Agreement shall be effective from the date of signing. Each of the Company and The 6th Engineering Bureau of China City Construction Holding Group Company# shall be entitled to terminate the Agreement with one month prior written notice.

Reasons for the entering into of the Agreement and the Strategic Cooperation

The Group is principally engaged in provision of travel agent services, fashion garment trading and mobile application business. The Group had also tapped into the funeral business through the acquisition of the entire issued share capital of Fortune Ford Limited which was completed on 30 November 2015 (details of which are set out in the circular of the Company dated 7 November 2015).

The Group is committed to continuously exploring new and different investment opportunities in order to broaden its source of income. This allows the Group to diversify risks from any single segment of business and maintain profitability and be sustainable. The Board considers the Strategic Cooperation is an invaluable opportunity for the Group to participate and benefit from international development projects, which has high potential to be one of the Group's main profit streams.

The 6th Engineering Bureau of China City Construction Holding Group Company[#] is a state-owned enterprise and is principally engaged in construction, project planning and design, cultural and tourist real estate development and capital management. It has the capability to execute large scale projects at international level. With the Central Government's "*One Belt One Road*" strategy, The 6th Engineering Bureau of China City Construction Holding Group Company[#] is proactively approaching countries along the region and has successfully bid contracts in Nepal and Cambodia as represented by The 6th Engineering Bureau of China City Construction Holding Group Company[#].

It is contemplated that the Strategic Cooperation between the Group and The 6th Engineering Bureau of China City Construction Holding Group Company[#] will allow each of them to utilise their respective edges and is beneficial to both parties.

The Board is of the view that the terms of the Agreement and the Strategic Cooperation are fair and reasonable and are in the interests of the Company and its shareholders as a whole.

The Board wishes to emphasise that the Agreement does not create legally binding obligation to consummate the Project(s) and the Project(s) may or may not proceed.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the following meanings when used herein:

“Agreement”	the strategic cooperation agreement dated 6 May 2016 and entered into between the Company and The 6th Engineering Bureau of China City Construction Holding Group Company# in relation to the Strategic Cooperation
“Board”	the board of Directors
“Company”	Evershine Group Holdings Limited, a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on GEM (stock code: 8022)
“connected persons”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	The Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	any person(s) or company(ies) and its/their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and connected persons of the Company in accordance with the GEM Listing Rules
“MOU”	the non-legally binding memorandum of understanding dated 5 February 2016 and entered into between the Company and The 6th Engineering Bureau of China City Construction Holding Group Company#
“PRC”	the People’s Republic of China
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Strategic Cooperation” the strategic cooperation between the Group and The 6th Engineering Bureau of China City Construction Holding Group Company[#] under the Agreement

“%” per cent

“HK\$” Hong Kong dollars

[#] *The English translation of Chinese names or words in this announcement, where indicated, are included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.*

By Order of the Board
Evershine Group Holdings Limited
Hung Tat Chi Alan
Alternate Director to Mr. Bülent Yenel

Hong Kong, 6 May 2016

As of the date hereof, the executive Directors are Mr. Lau Yu and Mr. Bülent Yenel (Mr. Hung Tat Chi Alan as alternate Director); and the independent non-executive Directors are Ms. Lam Yuk Ying, Elsa, Mr. Liu Kwong Sang, Mr. Leung Man Chun and Ms. Choy So Yuk, BBS, JP.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Company Announcements” page of the GEM website at www.hkgem.com for at least seven days from the date of its publication and on the website of the Company at <http://www.8022hk.com>.