

# 林峯未入股鄧志偉公司

## 樂易玲否認 拉隊過檔now

香港文匯報訊 林峯、樂易玲、陳百祥與方逸華等昨日齊現身中環，出席好友鄧志偉與莊冬昕開設的娛樂製作公司記者發布會。對於早前有傳林峯有份跟鄧志偉合資開公司，他就指自己沒有入股，但此公司很多拍檔都是好友，所以才來撐場，稍後也會與他們合作製作新唱片。

有報道指樂易玲因與另一TVB高層余詠珊不和，故準備拉隊年中過檔now TV，



■好友鄧志偉(右)與莊冬昕開設的娛樂製作公司，林峯撐場。

# 3部華語片逐鹿柏林影展

香港文匯報綜合報導 2015年德國柏林影展暨電影市場展將在2月展開，今年華語電影在柏林影展未能延續去年多角角逐金熊獎的陣容和局面，目前僅3部華語片入選競賽或觀摩單元，包括內地導演姜文《一步之遙》，台灣有張作驥首度挑戰刻畫男同性戀情感的《醉·生夢死》，以及鈕承澤的《軍中樂園》。

高文宏、演員呂雪鳳、李鴻其、黃尚禾、鄭人碩，《軍中樂園》導演鈕承澤、演員陳意涵，以及入選「柏林影展新銳營」的新銳導演鄒鋒、鄒娜等在台出席記者會，分享創作過程。2位年輕導演黃胤毓、鄒鋒入選「柏林影展新銳營」，將與來自全球300名優秀電影人交流，尋求合作機會及資金協助，並參加為期一周的課程與專業諮詢，新銳營師資涵蓋上百名電影專業人士。

■樂易玲與方逸華出席鄧志偉與莊冬昕的娛樂製作公司開幕禮。



歌，其實現在不論什麼節目，收視都稍為跌了，因為網上會分薄收視。(可有留意賽果?)我沒有看。(離開無綫後不再看?)不是，以前在無綫工作自己的劇都沒有看。」林峯亦笑言知道「金曲金獎」是其主演的《使徒行者》片尾曲《越難越愛》。



■導演鈕承澤(左)與藝人陳意涵(右)21日在台北出席記者會。 圖片：中央社

# 成龍豪情演唱《大漠英雄》

農曆新年檔最受期待的IMAX3D超級傳奇史詩電影《天將雄師》昨日在北京舉行主題曲新聞發布會。主唱《大漠英雄》的成龍攜林鵬、王若心以及筷子兄弟共同亮相。在此次的主題曲發布會上，更是連發兩支重磅MV，將主題曲《大漠英雄》和插曲《風沙送爹回家》一併曝光，雙箭齊發，聲勢也引發媒體的關注。《天將雄師》近期因宣布以「賀利+私飛送你回家過年」、10萬瓶茅台饋贈影迷、聯手韓國國唱片盛舉舉辦「天將雄師」之夜等一系列營銷活動，不惜工本的宣傳手法令業界和影迷瞠目結舌。



■圖片：中新社

# 紀念三線建設50年 《大三線》開拍

香港文匯報訊(記者 陳軍 六盤水報導)1月21日，大型文獻紀錄片《大三線》開機儀式在貴州省六盤水市鐘山區舉行。該片主要展現上世紀60年代開始的三線建設的恢弘歷史，將於今年春天進入全面拍攝，時間為4個月左右，計劃在2016年初與觀眾見面。

《大三線》由中央電視台新聞紀錄電影製片廠與六盤水市委、市政府聯合攝製，共十集，每集45分鐘。據《大三線》總導演劉洪浩介紹，該片將在13個省市自治區進行拍攝，以三線建設者口述形式採訪1000人以上，以小人物的生活反映大時代的變遷，用影像留存住眾多平民建設者寫就的歷史，為觀眾呈現上世紀六十年代開始的三線建設這一段恢弘歷史。三線建設50年來，六盤水已從當初的荒山野嶺變成今天祖國大西南的一座現代化城市。為了弘揚三線文化，傳承三線精神，六盤水市建成了全國第一家三線建設博物館——貴州三線建設博物館，教育後人牢記這段歷史。中國國史學會三線建設研究分會秘書長、六盤水市委常委、鍾山區委書記張蔭表示，為了讓後人了解和記住三線建設歷史，該區將使三線文化走進學校、企業等單位，還會每年舉辦一次內地「三線」城市交流，實現廣泛傳播。



■貴州三線建設博物館。 黃慶松攝



■《大三線》開機儀式現場。 黃慶松攝

# HAINAN AIRLINES COMPANY LIMITED

## ACQUISITION REPORT SUMMARY HAINAN AIRLINES COMPANY LIMITED

Name of Listed Company: The Hainan Airlines Co., Ltd.  
Listed Market: Shanghai Stock Exchange  
Stock Short Name: 海南航空 H H B share  
Stock Code: 600221 900945  
Name of Acquirer: The Grand China Air Company Limited  
Registered Address: No. 29 Haixiu Road, Haikou, Hainan Province  
Contact Address: Haihang Mansion, No.7 Guoxing Avenue, Haikou

Date of Execution: January of 2015

### STATEMENT OF THE ACQUIRER

1. This Report is prepared by the Acquirer in accordance with the Securities Law, the Administration Rules of Acquisition of Listed Companies, the Rules of Contents and Formats of Information Disclosure of Public Companies No. 16 and other related laws and regulations.  
2. Pursuant to the provisions of the Securities Law and the Acquisition Rules, this Report has fully disclosed the shares of the Hainan Airlines Co., Ltd. held by the Acquirer.  
3. The Acquirer has obtained all requisite authorizations and approvals to execute this Report, and its performance of this Report will not contravene or conflict with any provisions of the Acquirer's Articles of Association or bylaws.  
4. The Acquirer has obtained the approval of the Hainan Provincial State-owned Assets Supervision & Administration Committee. It's necessary for the Acquirer to obtain the approval of the CSRC to exempt it from the tender offer obligation.  
5. This Acquisition is carried out pursuant to and based on the information and materials collected herein. Except for the Acquirer and the professional institute engaged, no other party or individual is entrusted or authorized to provide any information other than those disclosed herein or to interpret or explain this Report.

### CONTENTS

Table with 2 columns: Item and Definition. Includes I. DEFINITIONS, II. INFORMATION OF THE ACQUIRER, III. ACQUISITION DECISION AND PURPOSE, IV. ACQUISITION MODE, V. OTHER IMPORTANT EVENTS.

### II. INFORMATION OF THE ACQUIRER

#### 2.1 Basic Information of the Acquirer

Table with 2 columns: Name and Information. Includes Name, Registered Address, Legal Representative, Registered Capital, Type of Enterprise, Business Registration Certificate Number, Certificate of Organization Code, Tax Registration Certificate Number, Operating Term, Business Scope, Address, Tel.

#### 2.2 The Ownership Structure and Controlling Relationship of the Acquirer

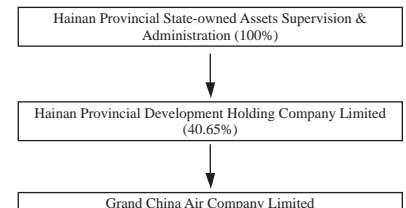
##### 2.2.1 Ownership Structure of the Acquirer

As of the execution date of this report, the ownership structure of the Grand China Air is as following:

Table with 4 columns: No., Shareholders, Subscribed Capital Contribution, Proportion of Registered Capital. Lists various shareholders and their respective contributions.

##### 2.2.2 Shareholding Information of the Acquirer

As of the execution date of this report, the shareholding relationship of the Grand China Air is as following:



### 2.2.3 Connected Enterprises Controlled by the HN Development Holding

As of the execution date of this report, the controlled enterprises by the HN Development Holding are listed below:

Monetary Unit: In RMB10,000 yuan

Table with 6 columns: No., Company Name, Shareholder Proportion(%), Registered Capital, Enterprise Type, Main Business. Lists 25 connected enterprises.

### 2.2.4 Enterprises controlled by the Grand China Air

Table with 5 columns: No., Company Name, Shareholder Proportion, Registered Capital, Main Business. Lists 1 enterprise controlled by Grand China Air.

### 3. Main Business and Finance Situation in Recent Three Years of the Acquirer

3.1 Main Business of the Acquirer  
The Company mainly deals with the aviation transportation business. In September of 2012, the Company sign the entrusted management contract with the HNA. It entrusted the HNA to operate its air transportation business. Presently, the Company carries out its business through the HNA.

#### 3.2 Financial Highlights of the Acquirer in Recent Three Years

Monetary Unit: In RMB1,000 yuan

Table with 5 columns: Item, Dec. 31, 2013, Dec. 31, 2012, Dec. 31, 2011. Shows financial metrics like Total assets, Total liabilities, Total owner's equity, Asset-liability ratio, Operation income, Net profit before tax, Return on equity.

#### 4. Administrative Penalties, Criminal Penalties, Civil Litigation or Arbitration in Recent Five Years

4.1 Administrative Penalties, Criminal Penalties, Civil Litigation or Arbitration in Recent Five Years  
As of the execution date of this report, the Grand China Air has not been imposed any administrative penalty (except for which is obviously not related to the securities market) or criminal penalty in recent five years.

4.2 Major Civil Litigation or Arbitration Involvement with Economic Disputes in Recent Five Years  
As of the execution date of this report, the Grand China Air has not been involved with any major civil litigation or arbitration concerning economic disputes in recent five years.

#### 5. Directors, Supervisors and Senior Managements of the Acquirer

As of the execution date of this report

Table with 6 columns: No., Name, Position, Long Term Residence, Nationality. Lists 10 key personnel including Chairman, Director, and Supervisor.

In recent five years, the directors, supervisors and senior managements of the Grand China Air has not been imposed of any administrative penalty (except for which is obviously not related to the securities market), criminal penalty, major civil litigation or arbitration concerning economic disputes.

6. Brief Information of the Acquirer Holding More Than 5% of the Overseas-listed Companies  
As of the execution date of this report, the Acquirer does not hold any shares of any company listed inside or outside for more than 5% of its issued shares except for 29.95% stock right of the HNA. The Grand China Air directly holds 28.18% stock right of A-share of the HNA and 1.77% stock right of B-share through the American Aviation LDC indirectly.

### III. ACQUISITION DECISION AND PURPOSE

#### 3.1 Purpose of the Acquisition

In consideration of the good long term development trend of the civil aviation industry in China and judgment in the intrinsic value of the HNA, the Grand China Air has great confidence in the future development of the HNA. The Company would optimize the structure of the aviation transportation resources, speed up its development and benefit from the future growth of the HNA. It would realize its development strategy through the Acquisition.

#### 3.2 Future Plan in the Following 12 months

In June of 2014, the Grand China Air issue the notice to the HNA that it would increase the shareholding proportion in the HNA for no more than 2% of the total issued shares of the HNA through the trading system of the SSE on behalf of itself or the concert party in the following 12 months (starting from the first shareholding increase date). Besides, the Grand China Air would disclose the information subject to the regulations and laws if it makes any other shareholding increase decision or settlement of the shares of the HNA in the following 12 months.

#### 3.3 Procedures and Time of the Acquisition

On Sept. 6 of 2014, the board of directors of the HN Development Holding convened the meeting and deliberated and passed through the Proposal on Transferring the Stock Right of the HNA. It's agreed to transfer the 595,238,094 shares of the HNA to the Grand China Air.

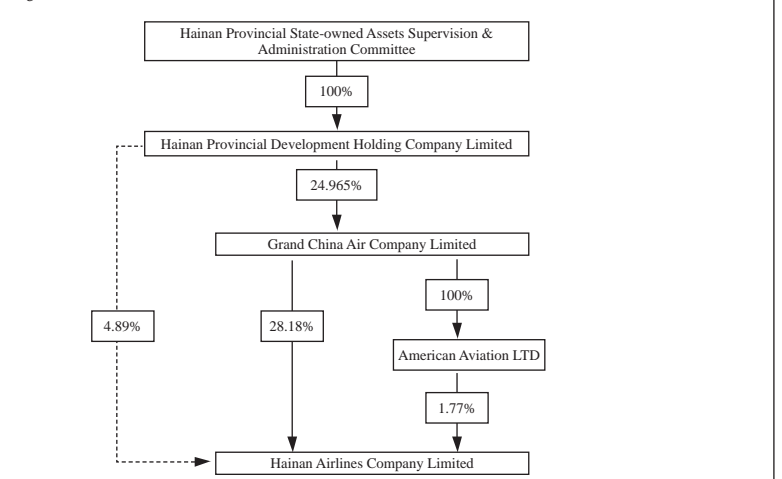
On Nov. 25 of 2014, the board of directors of the Grand China Air convened the meeting and deliberated and passed through the Proposal on Accepting the Stock Right of the HNA. The stock right transfer of 595,238,094 shares of the HNA held by the HN Development Holding would be accepted.

On Jan. 14 of 2015, the Hainan Provincial State-owned Assets Supervision & Administration Committee approved that the HN Development Holding could transfer the stock right of 595,238,094 shares of the HNA to the Grand China Air.  
It's necessary for the Acquirer to obtain the approval of the CSRC to exempt it from the tender offer obligation before the implementation of the Acquisition.

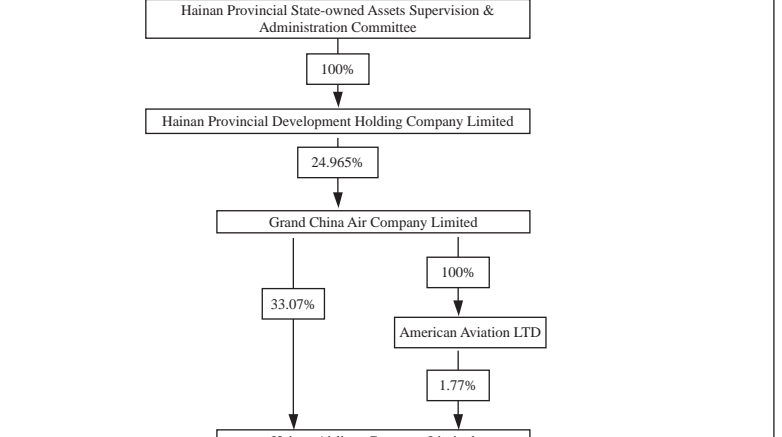
### IV. ACQUISITION MODE

#### 4.1 Shareholding Proportion of the Acquirer in the Listed Enterprise

Before the stock right transfer, the Grand China Air directly holds 3,432,789,486 tradable A-shares of the HNA, taking 28.18% of the total share amount of the HNA. It also indirectly holds 216,086,402 B-shares of the HNA through the American Aviation LDC, 1.77% of its total share amount. The Grand China Air directly and indirectly holds 29.95% stock right of the HNA in total. Therefore, it's the controlling shareholder of the HNA.



After the completion of the stock right transfer, the HN Development Holding would not directly hold the stock right of the HNA since it would transfer the stock right to the Grand China Air. The total direct shareholding proportion of the Grand China Air in the HNA would increase to 33.07%. Its indirect shareholding proportion in the HNA would not change. In total, it would hold 34.84% stock right of the HNA. According to the regulations of the Acquisition Rules, the acquisition triggered the tender offer obligation. Therefore, it's necessary to apply to the CSRC for the exemption of the tender offer obligation.



#### 4.2 Main Contents of the Transfer Agreement

4.2.1 Contracting Parties and Signature Date  
Transferor: The Hainan Provincial Development Holding Company Limited  
Transferee: The Grand China Air Company Limited  
Signature date: Dec. 10, 2014

4.2.2 Transferring Target and Price  
4.2.2.1 Transferring target: 595,238,094 tradable A-shares of the HNA held by the Hainan Provincial Development Holding Company Limited.

4.2.2.2 Transferring price: RMB 1,898,176,607 yuan  
4.2.3 Payment Terms  
4.2.3.1 To pay RMB 600,000,000 yuan for the stock right transfer on Dec. 11, 2014  
4.2.3.2 To pay RMB 300,000,000 yuan for the stock right transfer on Dec. 15, 2014  
4.2.3.3 To pay RMB 300,000,000 yuan for the stock right transfer on Jan. 15, 2015  
4.2.3.4 To pay RMB 300,000,000 yuan for the stock right transfer on Jan. 15, 2015  
4.2.3.5 To pay RMB 398,176,607 yuan for the stock right transfer within 20 days upon the approval of the Hainan Provincial State-owned Assets Supervision & Administration Committee and the CSRC.

4.2.3.6 Delivery and Modification of the Stock Right  
4.2.4 Through negotiation, both Parties agreed to apply to the SSE for the compliance confirmation of the transfer within 5 working days upon the effective date of the agreement.

4.2.4.2 It's confirmed by both parties that the registration of the stock right transfer shall be applied for with the Securities Clearing Company Limited after the transferee paid off the total trading payment and within 5 days upon the approvals of related authorities. It's agreed that the delivery date of stock right shall be the day when the registration application of the stock right transfer was submitted to the Securities Clearing Company Limited.

4.2.4.3 The ownership and its subordinate rights (including but not limited to the right to earnings) of the transfer target shall belong to the transferee upon the delivery date of the stock right contracted.

4.2.5.1 Either party fails to observe or perform the agreements, obligations or liabilities, representations or warranties, it would constitute a breach of the agreement. The breaching party shall be responsible to compensate the other party for the losses.

4.2.5.2 Provided that the transferee fails to pay the transfer payment subject to the contracted payment period, a penalty of 3/10000 payable for each overdue day shall be charged.

4.2.5.3 Provided that the transferor could not complete the stock right transfer procedure as contracted owing to the reason of the transferee, the target company or any other reasons, it shall be regarded that the transferee has implemented the obligations under the stock right transfer agreement. Therefore the transferee shall agree not to request the transferor to bear any liability for breach of the agreement, neither to refund the paid-in-stock right transfer payment. The transferee shall not postpone or refuse to pay the stock right transfer payment on that ground, otherwise the transferee would be taken of breaching the agreement and treated subject to the clause 9.2 of this agreement. Under such circumstances, the date shall be taken as the delivery date when the related third party processed the stock right or the transferee sent the written notice of delivery to the transferee. Provided there's any inconsistency of above two dates, the delivery date shall be subject to whichever occurs earlier.

4.2.6 Entry into Force  
This agreement shall take into effect on the signatures and stamps of the legal representatives of both parties or authorized representatives. It's also necessary to obtain the related approval of authorities.

4.3 Limitation  
As of the execution date of this report, there's no right limitations on the shares of the HNA held by the HN Development Holding, such as mortgage, pledge, etc.

#### V. OTHER IMPORTANT EVENTS

5.1 As of the execution date of this report, there are no other information of the Grand China Air must be disclosed subject to the regulations of the CSRC and the SSE, and information to avoid misunderstanding of the report content.

5.2 There's no circumstances specified as Clause 6 of the Acquisition Rules exist in the Grand China Air. It could provide relevant documents according to Clause 50 of the Acquisition Rules.

### STATEMENT OF THE ACQUIRER

I (and the institution I represent) hereby promise that there is no significant omission, fictitious description or serious misleading information in this report and its summary and will take both individual and joint responsibilities for the truthfulness, accuracy and completeness of it.

The Grand China Air Company Limited  
Legal Representative: Xin Di  
Date: Jan. 21, 2015