APPENDIX 9-1

BUY-BACK ANNOUNCEMENT

Information and documents given to Sydney Stock Exchange becomes Sydney Stock Exchange’s property and may be made public.

Listee: Hongfa Group (Australia) Limited
ACN, ARBN or ARSN: ACN 607 840 111

The listee gives Sydney Stock Exchange the following information:

INFORMATION ABOUT BUY-BACK

<table>
<thead>
<tr>
<th>Item</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Buy-back type</td>
<td>Selective Off-Market Buy Back</td>
</tr>
<tr>
<td>2. Class of securities to be bought back</td>
<td>Fully paid ordinary</td>
</tr>
<tr>
<td>3. Voting rights of securities to be bought back</td>
<td>All voting rights of shares</td>
</tr>
<tr>
<td>4. Are the securities fully paid/partly paid (if partly paid, how much has been paid and what is the amount outstanding)</td>
<td>Fully paid</td>
</tr>
<tr>
<td>5. Number of securities in the class on issue</td>
<td>31,696,297</td>
</tr>
<tr>
<td>6. Is security holder approval required for buy-back</td>
<td>Yes. To be obtained on 21 December 2017.</td>
</tr>
<tr>
<td>7. Reason for buy-back</td>
<td>Proposed delisting</td>
</tr>
<tr>
<td>8. Any other information material to a security holder’s decision whether to accept the offer</td>
<td>Set out in notice of meeting dated 21 November 2017, and the enclosed pro-forma buy-back agreement and booklet that will be dispatched to eligible shareholders, subject to the resolutions being passed at the general meeting on 21 December 2017.</td>
</tr>
</tbody>
</table>

For On-Market Buy-Backs

<table>
<thead>
<tr>
<th>Item</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Name of the broker who will act on the listee’s behalf on-market</td>
<td></td>
</tr>
<tr>
<td>10. The maximum number of securities the listee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>11.</td>
<td>The time period of the buy-back, if known, or a statement that the buy-back is intended to operate for an unlimited duration</td>
</tr>
<tr>
<td>12.</td>
<td>Details of any conditions relevant to the buy-back</td>
</tr>
</tbody>
</table>

**EMPLOYEE INCENTIVE SCHEME BUY-BACK**

| 13. | The maximum number of securities proposed to be bought back |
| 14. | Price to be offered for securities |

**SELECTIVE BUY-BACK**

| 15. | Details of the person or description of class of person whose securities are proposed to be bought back | Set out in notice of meeting dated 21 November 2017. |
| 16. | The maximum number of securities proposed to be bought back | 9,196,297 |
| 17. | Price to be offered for securities | A$0.57 |

**EQUAL ACCESS BUY-BACK**

| 18. | Percentage of securities proposed to be bought back |
| 19. | The maximum number of securities proposed to be bought back if all offers are accepted |
| 20. | Price to be offered for securities |
| 21. | Record date for participation in offer |

**STATEMENT BY LISTEE**

1. The buy-back will comply with all relevant requirements of Act and its constitution in respect of this buy-back.

2. All information required to be disclosed by the Listing Rules, has been disclosed, or is contained in, or attached to, this form.

Signature  
(director or company secretary):  
[Signature]  
Date: 20/11/2017  
Name: Richard Cen
Share Buy-Back Agreement

Hongfa Group (Australia) Limited

and

The Vendor set out at Item 1 of Schedule 1

表 1 第一项中的卖家
Share Buy-back Agreement 回购协议

Date 日期

Parties 相关方

Hongfa Group (Australia) Limited ACN 607 840 111 of Level 12, 31 Queen Street, Melbourne VIC 3000

鸿鸿新新新鸿鸿 (澳澳) 有有有有

of Level 12, 31 Queen Street, Melbourne VIC 3000

(Company 公司)

The party set out at Item 1 of Schedule 1

表 1 第一项列出的卖家

(Vendor 卖家)

Recitals 说明条款

A. The Vendor holds the Buy-Back Shares. 卖家持有回购股票。

B. The Vendor has agreed to sell, and the Company has agreed to buy back, the Buy-Back Shares on the terms and conditions set out in this agreement and in accordance with Division 2 of Part 2J.1 of the Corporations Act. 卖家同意出售且公司同意按照本协议及公司法第 2J.1 条第二部分的规定回购卖家持有的回购股票。

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

相关方在考虑各种条件后同意本协议中规定的各方给予的承诺。

1. Definitions and interpretation clauses 定义及条款解释

1.1 Definitions 定义

Share Buy-Back Agreement

Doc ID 450376473/v1
In this agreement:

在本协议中：

**Business Day**
means a day other than a Saturday, Sunday or public holiday, on which trading banks in Melbourne are open for business.指除周六日或公共假期外的，墨尔本银行对外正常营业的日期。

**Buy-Back Shares**
means the number of fully paid ordinary shares held by the Vendor as set out at Item 2 of Schedule 1.指表 1 第二项列出的由卖家持有的完全偿付的普通股票数量。

**Completion**
means completion of the sale and purchase of the Buy-Back Shares in accordance with clause 4.指根据条款 4，完成回购股票的出售及收购。

**Completion Date**
means two Business Days after the last of the Conditions Precedent are fulfilled, or such other date as agreed in writing by the parties.指前提条件实现后的 2 个工作日，或由相关方以书面形式确认的其他日期。

**Conditions Precedent**
means the conditions precedent set out at clause 2.1. 指第 2.1 条列出的前提条件

**Corporations Act**
means the Corporations Act 2001 (Cth).指公司法 2001（Cth）

**Encumbrance**
means any mortgage, lien, charge, pledge, claim, covenant, encumbrance, or other form of security interest or interest in the nature of a security interest.指任何抵押、留置、质押、索赔、盟约、权利负担或其他形式的担保权益或与担保权益相关的其他权益。

**Insolvency Event**
means the happening of any of these events:指以下事件的发生：

(a) An application is made to a court for an order (and is not
(b) An application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, (and is not stayed, withdrawn or dismissed within seven days) or one of them is appointed, whether or not under an order.

(c) Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.

(d) A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent, or is otherwise wound up or dissolved.

(e) A body corporate is or states that it is insolvent.

(f) A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.

(g) A person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event.
(h) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction. 其他类似的或基本类似于以上情形的事件。

**Power of Attorney**

**Period** 委托书期间

means the period from the Completion Date until the Buy-Back Shares are registered in the name of the Company. 指完成日期到回购股票注册于公司名下的期间。

**Purchase Price** 购买价格

means the price as set out at Item 3 of Schedule 1. 指表 1 第三项列出的价格

**Special Resolution** 特别决议

means a resolution: 指决议:

(a) of which notice pursuant to section 249L(c) of the Corporations Act has been given; and 根据公司法 249L(c) 的规定，会议通知中的决议; 且

(b) that has been passed by at least 75% of the votes cast by Shareholders entitled to vote on the resolution. 已被75%投票赞同通过。

**SSX** 指悉尼证券交易所（ACN 080 399 220）

**Warranties** 保证

mean the warranties set out at clause 5.1(a). 指 5.1（a）中列出的保证。

### 1.2 Interpretation 解释

In this agreement unless the context indicates a contrary intention:

本协议中（除另外说明的）：

(a) words denoting any gender include all genders; 指代性别的单词包括所有性别:
(b) the singular number includes the plural and vice versa; 单数包括复数，反之亦然；

(c) references to any legislation includes any legislation which amends or replaces that legislation; 法律条款包括其修订内容及替代内容；

(d) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns; 一个人包括他们的执行人，管理人，继任者，替代品(例如，人员更新)和分配。

(e) a person includes companies and corporations and vice versa; 人包括公司，反之亦然；

(f) except in the dictionary, headings do not affect the interpretation of this agreement; 标题不影响协议中的解释；

(g) the construction least favourable to the party responsible for drafting the agreement will not be adopted against that party merely because that party put forward the first draft of this agreement; 本解释中不利于协议起草一方的解释将不被用于对付该方，因该方给出了协议的第一个版本。

(h) words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause; 斜体文字指特定条款的解释或实例。或可被用于解决条款中的异议。

(i) amounts of money are expressed in Australian dollars unless otherwise expressly stated; 金额是指澳大利亚元（除特别列出的）。

(j) a reference to a document includes any variation or replacement of it; and 文件包括其各种变形或替代文件。

(k) a reference to any thing includes the whole or each part of it. 任何事物包括其整体或组成该整体的一部分。

2. Conditions Precedent 前提条件

2.1 Conditions 条件

(a) The offer to buy-back the Buy-Back Shares is conditional on the terms of this agreement being approved by a Special Resolution passed by Shareholders in accordance with section 257D of the Corporations Act.
(b) Completion under this agreement is conditional on the Company fulfilling the requirements set by SSX to be removed from the official list of SSX.

完成这个协议的前提是公司符合 SSX 规定的从 SSX 退市的要求。

(c) The Conditions Precedent in clauses 2.1(a) and (b) may be waived by the parties in writing.

条款 2.1(a)以及(b) 中的前提条件可能由协议方书面放弃。

2.2 Termination of agreement 协议的终止

If the Conditions Precedent are not fulfilled or waived within 6 months of the date of this agreement, then this agreement may be terminated by a party giving written notice to the other party.

如前提条件未在本协议签署后三个月内达成或者放弃，则经一方出具书面通知后可对协议进行终止。

3. Sale and purchase of Buy-Back Shares 出售及收购回购股票

3.1 Agreement to sell and purchase 同意出售及收购

Subject to the satisfaction of the Conditions Precedent, the Vendor agrees to sell and transfer to the Company and the Company agrees to purchase from the Vendor the Buy-Back Shares on the terms and conditions of this agreement.

在满足前提条件后，根据本协议规定的条款，卖家同意出售并转移其持有的回购股票给公司，且公司同意从卖家处购买回购股票。

3.2 Purchase price 购买价格

The purchase price payable for the Buy-Back Shares is the Purchase Price.购买回购股票的价格是购买价格。
3.3 **Free from Encumbrance** 无债务纠纷

The Buy-Back Shares must be transferred free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this agreement.

回购股票的转移必须无任何形式的债务纠纷，且包含此协议日及其以后的所有权利（包括分红权利）。

3.4 **Title, property and risk** 所有权以及风险

The title to, property in and risk of the Buy-Back Shares:回购股票的所有权及风险：

(a) until Completion, remains solely with the Vendor; and 在完成回购前仍属于卖家；并且

(b) passes to the Company on and from Completion. 自完成回购之后转移至公司。

3.5 **Period to Completion** 完成期间

In accordance with section 257H(1) of the Corporations Act, from the date of this agreement all rights attaching to the Buy-Back Shares are suspended until:

根据公司法 257H(1)，自合同签署日起，回购股票的所有权益均被暂停，直至

(a) cancellation of the Buy-Back Shares following Completion; or 完成回购后回购的股票被取消；或

(b) the earlier termination of this agreement. 协议的提前终止。

4. **Completion** 完成

4.1 **Time and place of Completion** 完成的时间以及地点

Completion will occur at the registered office of the Company at 2:00pm on the Completion Date. 完成将在完成日期的下午 2 点公司的注册地点发生。

4.2 **Vendors obligations on Completion** 卖家的义务

At Completion, the Vendor must deliver to the Company duly executed share transfer form in respect of Buy-Back Shares in registrable form in favour of the Company.
4.3 **Company’s obligations on Completion** 公司的义务

At Completion, the Company must:

(a) pay the Purchase Price to the Vendor in cash or by cheque or any other method as agreed by the parties; and 以现金或支票或其他双方同意的方式支付回购价格；

(b) accept the properly completed and duty executed share transfer form in respect of the Buy-Back Shares from the Vendor. 接受卖家递交的正确填写的股票转移表格。

4.4 **Obligations following Completion** 完成后的义务

As soon as practicable after Completion, the Company must update the Company’s share register to reflect the transfer and subsequent cancellation of the Buy-Back Shares.

完成后，公司必须更新公司的股票注册信息以反映该股票转移以及随后的回购股票的取消。

5. **Warranties, representations and indemnities** 保证、陈述及赔偿

5.1 **Warranties and representations** 保证及陈述

(a) The Vendor represents and warrants to the Company that each of the statements set out below is accurate: 卖家向公司陈述并保证以下内容：

(i) The Vendor is the registered holder of the Buy-Back Shares. 卖家是回购股票的注册持有人。

(ii) There are no Encumbrances over or affecting the Buy-Back Shares. 回购股票无债务纠纷。

(iii) The Vendor has the power to enter into and perform this agreement and has obtained all necessary consents to enable it to do so. The entering into and performance of this agreement by the Vendor does not constitute a breach of any obligation (including any statutory,
contractual or fiduciary obligation), or default under any agreement or undertaking, by which the Vendor is bound.卖家有签署及履行本协议的权利，并且已获得了所有必须的授权。本协议的签署和履行不受任何与卖家相关的其他协议的约束。

(iv) No Insolvency Event has occurred in respect of the Vendor.卖家无破产事件。

(b) Each of the statements in clause 5.1(a) is to be treated as a separate representation and warranty and the interpretation of any statement made may not be restricted by reference to or inference from any other statement. 5.1（a）的所有内容被当做独立的陈述与保证。对此内容的解释和说明不受限于其他地方的解释说明。

5.2 True and correct 真实性、正确性

The Vendor represents, warrants and undertakes to the Company that each of the Warranties is true and correct on the date of this agreement and will be at the Completion Date as if made on and as at each of those dates. 卖家向公司陈述、保证其所有的保证在本合同签署日期至完成日期均真实正确

5.3 Indemnity 弥偿

The Vendor indemnifies the Company against all liability or loss suffered or incurred by the Company arising directly or indirectly from, and any costs, charges and expenses incurred in connection with any material inaccuracy in or breach of any of the Warranties. 由于卖家违背保证内容或其他不真实信息而导致的直接或间接产生的成本、费用或损失由卖家承担。

6. Power of attorney 委托书

6.1 Appointment of attorney 指定代理人

The Vendor appoints the Company to be its attorney during the Power of Attorney Period.在委托书期间，卖家指定公司为其代理人。
6.2 **Powers of Company** 公司的权利

Throughout the Power of Attorney Period, the Company may do in the name of the Vendor and on its behalf everything necessary or expedient, in the Company’s sole discretion, to:

在委托书期间，公司可以全权代表卖家进行如下操作：

(a) transfer the Buy-Back Shares to the Company; 转移回购股票至公司名下；

(b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attaching to the Buy-Back Shares; 赋予其所有权利，包括回购股票享有的指定代理人以及投票的权利。

(c) receive any dividend or other entitlement paid or credited to the Vendor in respect of the Buy-Back Shares; and 接受分红或其他回购股票享有的报酬。

(d) do any other act or thing in respect of the Vendor or the Company. 代表卖家进行其他操作。

6.3 **Declaration by Vendor** 卖家声明

The Vendor declares that all acts and things done by the Company in exercising powers under this power of attorney in the Power of Attorney Period will be as good and valid as if they had been done by the Vendor and agrees to ratify and confirm whatever the Company does in exercising powers under this power of attorney in the Power of Attorney Period.

卖家声明：公司在委托书期间所践行的所有操作均代表了卖家的最高利益，就如卖家自己操作一样，并且批准并确认公司在委托书期间进行的所有操作。

6.4 **Valuable consideration** 慎重考虑

The Vendor declares that this power of attorney of the Company is given for valuable consideration and is irrevocable throughout the Power of Attorney Period.

卖家声明：卖家指定公司为其代理人是经慎重考虑的，且在委托书期间不可撤销。

6.5 **Express authorisation**

Throughout the Power of Attorney Period, the Company is expressly authorised to do any act as a result of which a benefit is conferred on it.

在委托书期间，公司被授权进行任何与利益相关的操作。
6.6 **Subject to law** 相关法律

The exercise of any power pursuant to this clause is subject to the Corporations Act, including section 257H.

所有的权利均受制于公司法，包括 257H 部分。

7. **Notices** 通知

(a) Notices given under this agreement must be in writing, duly signed, legible and addressed to the person to whom it is to be given. Notices may be delivered by hand, posted, faxed or sent by email or any other electronic manner as notified by a party to the other party from time to time. 本协议下给出的所有通知必须为书面，经签字，清晰的并且送达给了相关的人。通知可以经手递、邮寄、传真、电邮或其他电子通讯手段进行送达。

(b) Notices are deemed given:以下情形下被认为通知已送达：

(i) when hand delivered:手递

(ii) six Business Days after posting; and 邮寄后六个工作日

(iii) one hour after faxing or email (provided the sender has not received a notice of non-delivery).传真或电邮后一小时（假设发送者未收到退信通知）

8. **General** 一般事项

8.1 **Stamp duty and expenses** 印花税及花费

(a) The Company must pay any stamp duty in respect of this agreement or any instrument or transaction contemplated by this agreement.公司必须偿付与合同相关的印花税。

(b) Each party must pay its own legal and accounting costs and expenses in connection with the preparation, negotiation and execution of this agreement. 协议每一方必须偿付其各自准备、商议及执行本协议中产生的法定成本及费用。
8.2 **Assignment** 转让

(a) This agreement is to the benefit of the parties and their successors and assigns.此协议适用于协议各方以及其继任者和指派人。

(b) The parties and their successors and assigns are bound by this agreement.协议各方以及其继任者和指派人受此协议约束。

(c) Each party may only assign its rights and obligations under this agreement after it obtains the written consent of the other parties.本协议各方在对其权利义务进行指派之前需先获得其他方的书面同意。

8.3 **Further assurance** 进一步保证

Each party must, at its own expense:

协议每一方必须依靠自己:

(a) do everything reasonably necessary to give effect to:进行一切操作以使以下各项产生效力:

(i) this agreement; and 本协议；以及

(ii) the transactions contemplated by this agreement, including but not limited to the execution of documents; and 本协议下的交易，包括但不限于文件的执行；以及

(b) make a reasonable effort to cause relevant third parties to do likewise.尽合理之力使相关的第三方做相同的事情。

8.4 **No merger** 无消灭

(a) A party’s obligations under this agreement:此协议下每一方的义务:

(i) exist beyond Completion; and 在完成时仍存在；并且

(ii) do not merge on Completion.在完成时不消灭

(b) The Warranties:所做保证:

(i) exist beyond Completion; and 在完成时仍存在；并且

(ii) do not merge on Completion. 在完成时不消灭
8.5 Amendment 修订

The parties may only amend this agreement if all parties sign the written amendment.

仅在协议各方均在修订协议上签字才允许对协议进行修订。

8.6 Waiver 豁免

A provision of or right created under this agreement may not be:

(a) waived except in writing signed by the party granting the waiver; or

(b) varied except in writing signed by the parties.

8.7 Entire agreement 协议整体

This agreement constitutes the entire agreement of the parties and supersedes all prior discussions, undertakings and agreements.

此协议包括协议各方所有的协议条款，并替代所有先前的讨论、义务及合同。

8.8 Governing law 适用法律

(a) This agreement is governed by the laws of Victoria.

(b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

8.9 Severance 可分割性

(a) Subject to clause 8.9(b):

(i) if a provision of this agreement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, then the provision must be read down;

(ii) if, despite clause 8.9(a)(i), a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, then those words must
be severed; or 如经 8.9(a)(i) 修改后条款仍然无效、无法执行或违法的，且条款被终止后不产生其他违法的，则该条款应当被终止。

(iii) in any other case, the whole provision must be severed. 其他事项，整个条款应当被终止。

(b) If an event under clause 8.9(a) occurs, then the remainder of this agreement continues in full force and effect. 如 8.9(a) 中包含的事项发生，不影响本协议内其他条款的效力。

8.10 Time of the essence 时间的重要性

Time is of the essence of this agreement. 时间是本协议的重要内容，各方应按照本协议内规定的时间履行协议内容。

8.11 Counterparts 协议份数

(a) The parties may execute this agreement in two or more counterparts. 协议各方可持有两份或以上协议书。

(b) The parties deem that each counterpart is an original. 协议各方认定每个协议书均为原件。

(c) All counterparts together constitute one instrument. 所有协议书构成一个整体。
## Schedule 1  Key details

<table>
<thead>
<tr>
<th>Item</th>
<th>Item 项目</th>
<th>Detail 信息</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>Vendor 卖家</td>
<td>Name 姓名： [insert]&lt;br&gt;Address 地址： [insert]&lt;br&gt;Email 电邮： [insert]&lt;br&gt;Facsimile 传真： [insert]</td>
</tr>
<tr>
<td>Item 2</td>
<td>Sale Shares 出售股票</td>
<td>[insert] fully paid ordinary shares in the Company&lt;br&gt;完全付讫的普通股票</td>
</tr>
<tr>
<td>Item 3</td>
<td>Purchase Price 收购价格</td>
<td>$[insert], being $0.57 per Sale Share&lt;br&gt;总值$[insert]，每股$0.57</td>
</tr>
</tbody>
</table>
Signed page 签字页

Executed as an agreement

Executed by Hongfa Group (Australia) Limited ACN 607 840 111 in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

________________________________________  __________________________________________
Signature of Director (董事签名)                              Signature of Director/Company Secretary
                                                     (董事签名/公司秘书)

Full name(print)  Full name(print)

Executed by [insert name 插入姓名] in the presence of:

________________________________________  __________________________________________
Signature of witness (见证人签名)                      Signature of [insert name]卖家签名

Full name of witness (print)
Please nominate the bank account for deposit of the Purchase Price.

**BANK DETAILS:**

Bank Name: ____________________________________

BIC/SWIFT Code: ____________________________________

Address: ____________________________________

Account Name: ____________________________________

IBAN*/Account BSB: ____________________________________

Account Number: ____________________________________

* IBANs are not used in Australia. However, payers in certain countries may require you to provide one. In that case, your BSB and account number should be combined. Do not include any spaces or hyphens. For example:

- 06200011111111
- (BSB) (Account no.)

请指定交易款项银行账户.

**银行信息：**

银行名称: ____________________________________

BIC/SWIFT 银行代码: ____________________________________

地址: ____________________________________

帐户名: ____________________________________

IBAN*/BSB 账户: ____________________________________

账户号码: ____________________________________

* IBANs 非在澳大利亚使用。不过，一些国家的支付人也许会要求您提供。因此，您的 BSB 以及账户号码应一同提供。请不要包含任何空格或连字符。例如:

- 06200011111111
- (BSB)(Account no.)
HONGFA GROUP (AUSTRALIA) LIMITED
ACN 607 840 111

Off-Market Share Buy-Back Booklet

This is an important document. It does not provide financial product advice and has been prepared without taking into account your particular objectives, financial situation or needs. You should consider the appropriateness of participation in the Buy-Back Offer having regard to your individual objectives, financial situation and needs. If you are in any doubt as to the action that you should take, you should consult your financial, taxation or other professional adviser immediately.
1. Summary

This booklet sets out the invitation by Hongfa Group (Australia) Limited (ACN 607 840 111) (Company) to acquire all of your Shares in the Company under an off-market selective buy-back for A$0.57 per Share (Buy-Back Offer).

On 21 December 2017, the Company obtained shareholder approval to conduct a selective share buy-back of up to 9,196,297 Shares, being the Shares that are held by the non-founding Shareholders (Buy-Back). The Buy-Back is being conducted in conjunction with the delisting of the Company that is proposed to occur on 25 January 2018. Further information regarding the Buy-Back and the delisting is set out in the notice of meeting dated 21 November 2017.

You have received this booklet because you were a Shareholder of the Company as at the Record Date of 17 November 2017, and are therefore eligible to participate in the Buy-Back. Acceptance of the Buy-Back Offer to you is voluntary.

Set out below are the timetable for the Buy-Back and the steps to accept the Buy-Back Offer, and attached to this booklet is the Buy-Back Agreement that you will need to sign to accept the Buy-Back Offer.

Please read this Buy-Back Booklet and the Buy-Back Agreement in full before making a decision regarding the Buy-Back Offer.

2. Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company announces proposed delisting and buy back</td>
<td>13 November 2017</td>
</tr>
<tr>
<td>Ex entitlement date for buy back</td>
<td>15 November 2017</td>
</tr>
<tr>
<td>SSX approves notice of meeting and provides conditional approval for delisting</td>
<td>16 November 2017</td>
</tr>
<tr>
<td>Buy-Back Record Date</td>
<td>17 November 2017</td>
</tr>
<tr>
<td>Company lodges Appendix 9-1 - Announcement of Buy-Back</td>
<td>20 November 2017</td>
</tr>
<tr>
<td>Despatch Notice of Meeting and explanatory statement</td>
<td>21 November 2017</td>
</tr>
<tr>
<td>Event</td>
<td>Date</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>Record date for meeting</td>
<td>19 December 2017</td>
</tr>
<tr>
<td>Meeting date to approve the Buy-Back and the delisting</td>
<td>21 December 2017</td>
</tr>
<tr>
<td>Despatch Buy-Back Offer and Buy-Back Agreement to the eligible</td>
<td>22 December 2017</td>
</tr>
<tr>
<td>Buy-Back Shareholders</td>
<td></td>
</tr>
<tr>
<td>Share Buy-Back offer open date</td>
<td>27 December 2017</td>
</tr>
<tr>
<td>Share Buy-Back offer closing date</td>
<td>22 January 2018</td>
</tr>
<tr>
<td>Announcement of outcome of Share Buy-Back</td>
<td>am of 23 January 2018</td>
</tr>
<tr>
<td>Transfer Buy-Back Shares to the Company and cancellation</td>
<td>am of 23 January 2018</td>
</tr>
<tr>
<td>Cash payment made to participating Buy-Back Shareholders</td>
<td>23 January 2018</td>
</tr>
<tr>
<td>Company lodges final buy back notice - Appendix 9-4</td>
<td>23 January 2018</td>
</tr>
<tr>
<td>SSX sends market notice about suspension</td>
<td>am of 23 January 2018</td>
</tr>
<tr>
<td>Suspension from SSX</td>
<td>Close of trading on 23 January 2018</td>
</tr>
<tr>
<td>SSX sends market notice about delisting</td>
<td>am of 25 January 2018</td>
</tr>
<tr>
<td>Delisting</td>
<td>Close of trading on 25 January 2018</td>
</tr>
</tbody>
</table>

This timetable is indicative only and may be subject to change.
### 3. How to Participate in the Buy-Back

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many Shares will be bought back?</td>
<td>The Buy-Back Offer is to acquire all of your Shares.</td>
</tr>
<tr>
<td>What is the price paid per Share?</td>
<td>The Company will pay you A$0.57 for each Share you held on the Record Date of 17 November 2017.</td>
</tr>
<tr>
<td>How do I accept the Buy-Back Offer?</td>
<td>Participation in the Buy-Back is optional.</td>
</tr>
<tr>
<td></td>
<td>If you choose to participate, you must:</td>
</tr>
<tr>
<td></td>
<td>• insert your bank details on the last page of the Buy-Back Agreement;</td>
</tr>
<tr>
<td></td>
<td>• sign the Buy-Back Agreement; and</td>
</tr>
<tr>
<td></td>
<td>• provide the signed Buy-Back Agreement to the Company at the address below.</td>
</tr>
<tr>
<td>What if I don't provide my bank details?</td>
<td>If you do not provide your bank details, the Company will send you the proceeds from the Buy-Back Offer by cheque to your address on the Share Register.</td>
</tr>
<tr>
<td>What if I don't want to accept the Buy-Back Offer?</td>
<td>If you do not want to accept the Buy-Back Offer, you do not need to do anything. You will continue to be a Shareholder of the Company.</td>
</tr>
<tr>
<td>Where do I send my signed Buy-Back Agreement</td>
<td>Please return a signed copy of the Buy-Back Agreement that includes your bank details to:</td>
</tr>
<tr>
<td></td>
<td>Post: GPO Box 4968, Sydney NSW 2001, Australia</td>
</tr>
<tr>
<td></td>
<td>Hand delivery: MainstreamBPO</td>
</tr>
<tr>
<td></td>
<td>Level 1, 51-57 Pitt Street</td>
</tr>
<tr>
<td></td>
<td>Sydney NSW 2001 Australia</td>
</tr>
<tr>
<td></td>
<td>Fax to: (02) 9251 3525</td>
</tr>
<tr>
<td>What is the deadline for accepting the</td>
<td>To accept the Buy-Back Offer, you must return your completed</td>
</tr>
</tbody>
</table>
Buy-Back Offer | Buy-Back Agreement by 5:00pm (Sydney time) on 22 January 2018.  
Signed Buy-Back Agreements received after this time may not be accepted by the Company.

4. **Next Steps**

   Please read the **enclosed** Buy-Back Agreement.

   If you wish to participate in the Buy-Back Offer, please insert your banking details on the last page and sign the Buy-Back Agreement.

   If you do not wish to participate in the Buy-Back Offer, you do not need to do anything further.

5. **Queries**

   If you have any queries about the Buy-Back Offer or the Buy-Back Agreement, please contact:

   Mr Richard Cen  
   Company Secretary  

   Telephone: (+61 3) 8613 8888  
   Facsimile: (+61 3) 8613 8800  
   E-mail: rcen@nixiamelbourne.com.au
本文件很重要。本文件不提供财务建议并且未考虑到您的个人目的、个人财务状况及个人需求。您应根据自身个人目的、个人财务状况及个人需求来考虑参与该回购要约的合适性。如您不确定如何行动，您应即刻咨询您的财务、税务或其他专家顾问。
1. 概要

鸿发新天地（澳洲）有限公司（ACN 607 840 111）（公司）在场外选择性回购中以每股 A$0.57 的价格（回购要约）对您持有的公司所有股票的收购邀请。

2017 年 12 月 21 日，公司获得了股东批准以进行选择性股票回购，回购股票数量达到 9,196,297 股即非原始股东持有的所有股票（回购）。回购与计划在 2018 年 1 月 25 日公司的退市关联发生。关于回购及退市的详细信息请查阅 2017 年 11 月 21 日的股东大会通知。

您之所以收到本手册是因为在登记日期 2017 年 11 月 17 日您是公司的股东，并因此有资格参与回购。接受回购要约是自愿性的。

以下列出回购时间表以及接受回购要约的步骤，本手册随附需要您签字的回购合同以接受回购要约。

在做出与回购要约相关的决定前，请完整阅读本回购手册以及回购合同。

2. 时间表

<table>
<thead>
<tr>
<th>事件</th>
<th>日期</th>
</tr>
</thead>
<tbody>
<tr>
<td>公司宣布退市以及回购</td>
<td>2017 年 11 月 13 日</td>
</tr>
<tr>
<td>回购资格审查截止日期</td>
<td>2017 年 11 月 15 日</td>
</tr>
<tr>
<td>SSX 批准会议通知并有条件批准退市</td>
<td>2017 年 11 月 16 日</td>
</tr>
<tr>
<td>回购登记日期</td>
<td>2017 年 11 月 17 日</td>
</tr>
<tr>
<td>公司递交附件 9-1-回购公告</td>
<td>2017 年 11 月 20 日</td>
</tr>
<tr>
<td>派送会议通知以及解释说明</td>
<td>2017 年 11 月 21 日</td>
</tr>
<tr>
<td>会议登记日期</td>
<td>2017 年 12 月 19 日</td>
</tr>
<tr>
<td>批准回购及退市的会议日期</td>
<td>2017 年 12 月 21 日</td>
</tr>
<tr>
<td>事件</td>
<td>日期</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>向回购股东派送回购要约及回购协议</td>
<td>2017 年 12 月 22 日</td>
</tr>
<tr>
<td>股票回购开始日期</td>
<td>2017 年 12 月 27 日</td>
</tr>
<tr>
<td>股票回购结束日期</td>
<td>2018 年 01 月 22 日</td>
</tr>
<tr>
<td>股票回购结果公布</td>
<td>2018 年 01 月 23 日上午</td>
</tr>
<tr>
<td>向公司转移回购的股票并取消之</td>
<td>2018 年 01 月 23 日上午</td>
</tr>
<tr>
<td>向接受回购的股东支付现金</td>
<td>2018 年 01 月 23 日</td>
</tr>
<tr>
<td>公司递交最终回购通知-附件 9-4</td>
<td>2018 年 01 月 23 日</td>
</tr>
<tr>
<td>SSX 发布停牌以及退市市场通知</td>
<td>2018 年 01 月 23 日上午</td>
</tr>
<tr>
<td>停牌</td>
<td>2018 年 01 月 23 日交易结束时间</td>
</tr>
<tr>
<td>退市</td>
<td>2018 年 01 月 25 日交易结束时间</td>
</tr>
</tbody>
</table>

本时间表是预计的，有可能改变。

3. 如何参与回购

<table>
<thead>
<tr>
<th>问题</th>
<th>回答</th>
</tr>
</thead>
<tbody>
<tr>
<td>有多少股票会被回购？</td>
<td>回购要约旨在回购您持有的所有股票。</td>
</tr>
<tr>
<td>每股回购价格是多少？</td>
<td>公司会向您支付每股 A$0.57 来购买您截至 2017 年 11 月 17 日登记日期时所持有的股票。</td>
</tr>
<tr>
<td>问题</td>
<td>回答</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| 我如何接受该回购要约？ | 参与回购是自愿性的。如您选择接受回购要约，您需要：
- 填写回购协议最后一页内的银行信息；
- 签署回购协议；并且
- 将签署好的回购协议递送至下面列出的公司地址。 |
| 如我未提供银行信息会怎样？ | 如您未提供您的银行信息，公司会将款项以支票的形式投递至您股票登记信息内的地址。 |
| 如我不想接受该收购要约会怎样？ | 如果您不想接受该回购要约，则您不需要做任何事。可继续做公司的股东。 |
| 已签署好的回购合同递送到哪里去？ | 请将签署好的股票回购合同以及您的银行信息递送至：
- 邮寄：GPO Box 4968, Sydney NSW 2001, Australia
- 手递：MainstreamBPO
  Level 1, 51-57 Pitt Street
  Sydney NSW 2001
  Australia
- 传真至：(02) 9251 3525 |
| 接受回购的截至日期是什么？ | 要接受该回购要约，您需要在2018年1月22日下午5点之前将完成好的回购协议递送给公司。上述时间之后收到的已签署的回购协议也许不被公司接收。 |

4. **后续步骤**

   请阅读随附的回购协议。

   如您愿意参与回购，请在最后一页填写您的银行信息并签署回购协议。

   如您不愿参与回购，您不需要有进一步行动。

5. **咨询**

   如对回购要约或者回购协议有疑问，请联系：