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上海大眾公用事業(集團)股份有限公司

Shanghai Dazhong Public Utilities (Group) Co., Ltd.*

(a joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 1635)

**CONNECTED TRANSACTION AND
CONTINUING CONNECTED TRANSACTIONS
TITLE TRANSFER AND LEASEBACK OF ASSETS**

TITLE TRANSFER AGREEMENT AND LEASEBACK

1. On 11/11/2014, the Board of Directors of the Company has approved the Title Transfer Agreement and Leaseback of Assets between the Company and Shanghai Dazhong Public Utilities (Group) Co., Ltd. (the "Company") and Shanghai Dazhong Public Utilities (Group) Co., Ltd. (the "Company"). The Company has entered into a Title Transfer Agreement and Leaseback of Assets with Shanghai Dazhong Public Utilities (Group) Co., Ltd. (the "Company") and Shanghai Dazhong Public Utilities (Group) Co., Ltd. (the "Company"). The Company has entered into a Title Transfer Agreement and Leaseback of Assets with Shanghai Dazhong Public Utilities (Group) Co., Ltd. (the "Company") and Shanghai Dazhong Public Utilities (Group) Co., Ltd. (the "Company").

Connected transaction

Continuing connected transactions

INTRODUCTION

Figure 1: A diagram illustrating the structure of the $\mathcal{H}^1$ norm. The diagram shows a sequence of terms in the norm, with the first term being $\|\mathbf{u}\|_{\mathcal{H}^1}$ and the subsequent terms being $\|\mathbf{u}\|_{\mathcal{H}^1}$, $\|\mathbf{u}\|_{\mathcal{H}^1}$, and $\|\mathbf{u}\|_{\mathcal{H}^1}$. The terms are arranged in a sequence, with the first term being $\|\mathbf{u}\|_{\mathcal{H}^1}$ and the subsequent terms being $\|\mathbf{u}\|_{\mathcal{H}^1}$, $\|\mathbf{u}\|_{\mathcal{H}^1}$, and $\|\mathbf{u}\|_{\mathcal{H}^1}$. The terms are arranged in a sequence, with the first term being $\|\mathbf{u}\|_{\mathcal{H}^1}$ and the subsequent terms being $\|\mathbf{u}\|_{\mathcal{H}^1}$, $\|\mathbf{u}\|_{\mathcal{H}^1}$, and $\|\mathbf{u}\|_{\mathcal{H}^1}$.

TITLE TRANSFER AGREEMENT

§ 100.100. The following provisions shall apply to the provisions of this chapter:

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[illegible]

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Effectiveness

$$f_{\mathbf{k}} = \frac{1}{N} \sum_{\mathbf{r}} f(\mathbf{r}) e^{-i\mathbf{k} \cdot \mathbf{r}}, \quad f(\mathbf{r}) = \sum_{\mathbf{k}} f_{\mathbf{k}} e^{i\mathbf{k} \cdot \mathbf{r}}.$$

Transfer of Title

LEASEBACK AGREEMENT

1. The lessor, **_____ k r**, hereby agrees to lease to the lessee, **_____ k r**, the property located at **_____ k r**, for a period of **_____ k r**.

2. The lessee shall pay to the lessor a monthly rental fee of **_____ k r**, which shall be paid in advance on the **_____ k r** of each month. The lessor shall provide the lessee with a receipt for each payment. The lessee shall also be responsible for paying all utility bills and other expenses related to the property. The lessor shall maintain the property in good condition and shall be responsible for any repairs or maintenance required. The lessee shall not be allowed to sublet the property without the written consent of the lessor. The lease shall terminate on **_____ k r**, and the lessee shall return the property to the lessor in good condition. If the lessee fails to pay the rental fee or violates any of the terms of the lease, the lessor may terminate the lease and evict the lessee.

3. The term of this lease is **_____ k r** (**_____ Lease Period-**)

4. The lessor, **_____ k r**, hereby agrees to lease to the lessee, **_____ k r**, the property located at **_____ k r**, for a period of **_____ k r**. The lessor shall provide the lessee with a receipt for each payment. The lessee shall also be responsible for paying all utility bills and other expenses related to the property. The lessor shall maintain the property in good condition and shall be responsible for any repairs or maintenance required. The lessee shall not be allowed to sublet the property without the written consent of the lessor. The lease shall terminate on **_____ k r**, and the lessee shall return the property to the lessor in good condition. If the lessee fails to pay the rental fee or violates any of the terms of the lease, the lessor may terminate the lease and evict the lessee.

Annual Caps

5. The lessor, **_____ k r**, hereby agrees to lease to the lessee, **_____ k r**, the property located at **_____ k r**, for a period of **_____ k r**. The lessor shall provide the lessee with a receipt for each payment. The lessee shall also be responsible for paying all utility bills and other expenses related to the property. The lessor shall maintain the property in good condition and shall be responsible for any repairs or maintenance required. The lessee shall not be allowed to sublet the property without the written consent of the lessor. The lease shall terminate on **_____ k r**, and the lessee shall return the property to the lessor in good condition. If the lessee fails to pay the rental fee or violates any of the terms of the lease, the lessor may terminate the lease and evict the lessee.

INFORMATION ON THE COMPANY

6. The lessor, **_____ k r**, hereby agrees to lease to the lessee, **_____ k r**, the property located at **_____ k r**, for a period of **_____ k r**. The lessor shall provide the lessee with a receipt for each payment. The lessee shall also be responsible for paying all utility bills and other expenses related to the property. The lessor shall maintain the property in good condition and shall be responsible for any repairs or maintenance required. The lessee shall not be allowed to sublet the property without the written consent of the lessor. The lease shall terminate on **_____ k r**, and the lessee shall return the property to the lessor in good condition. If the lessee fails to pay the rental fee or violates any of the terms of the lease, the lessor may terminate the lease and evict the lessee.

INFORMATION ON THE TRANSFEREE/LESSOR

上海大眾企業管理有限公司職工持股會

INFORMATION ON THE TRANSFERORS/LESSEES

上海大眾企業管理有限公司職工持股會

上海大眾企業管理有限公司職工持股會

上海大眾企業管理有限公司職工持股會

REASONS FOR THE TITLE TRANSFER AND LEASEBACK OF ASSETS

上海大眾企業管理有限公司職工持股會

上海大眾企業管理有限公司職工持股會

▲ 註冊資本：人民幣 1000 萬元
S 註冊資本：人民幣 1000 萬元，由上海大眾萬祥汽車修理有限公司，於 2004 年 12 月 31 日以前繳足。
▲ 註冊地址：上海外灘 1 號
▲ 註冊日期：2004 年 12 月 31 日

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Shanghai Dazhong Public Utilities (Group) Co., Ltd.*

Yang Guoping

Chairman

As at the date of this announcement, the executive Directors are Mr. YANG Guoping, Mr. LIANG Jiawei and Mr. WANG Baoping; the non-executive Directors are Mr. JIN Yongsheng and Mr. SHI Pingyang; and the independent non-executive Directors are Mr. WANG Kaiguo, Ms. LI Yingqi, Mr. LIU Feng and Mr. YANG Ping.

** For identification purposes only*