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## **ELEGANCE OPTICAL INTERNATIONAL HOLDINGS LIMITED**

**高雅光學國際集團有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 907)**

### **(1) POSSIBLE MAJOR DISPOSAL AND CONNECTED TRANSACTION IN RELATION TO THE DISPOSAL OF THE ENTIRE ISSUED SHARE CAPITAL IN AND LOANS DUE FROM MILLION WAVE LIMITED**

**AND**

### **(2) POSSIBLE CONTINUING CONNECTED TRANSACTIONS IN RELATION TO A PROPOSED LEASE OF PROPERTIES**

**Joint Financial Advisers to Elegance Optical International Holdings Limited**



**建泉融資有限公司**  
VBG Capital Limited

**KINGSTON CORPORATE FINANCE**

#### **THE DISPOSAL**

On 14 October 2016 (after trading hours), the Disposal Purchaser and the Disposal Vendor entered into the Disposal Agreement to dispose of the entire issued share capital of the Disposed Company and all outstanding amounts owing by the Disposed Company to the Disposal Vendor, for a total consideration of HK\$187,000,000, which comprises the sum of HK\$141,416,000 for the Disposal Shares and the sum of HK\$45,584,000 for the Disposal Loan.

The Disposal Consideration and the terms of the Disposal Agreement were arrived at after arm's length negotiations between the parties thereto based on normal commercial terms and with reference to the Property Valuation Report.

The Disposal Completion is subject to the fulfilment or waiver of the conditions described in the section headed "Disposal Conditions" in this announcement. Upon the Disposal Completion, the Disposed Company will be wholly-owned by the Disposal Purchaser and cease to be a subsidiary of the Company.

## **PROPOSED LEASE OF PROPERTIES**

As a condition to the Disposal Completion, Elegance Manufactory and the Disposed Company have entered into the Leaseback Agreement on 14 October 2016 (after trading hours), under which the Disposed Company as the lessor will lease the Leaseback Properties to Elegance Manufactory as the lessee, for a monthly rent of HK\$372,000. The terms of the Leaseback Agreement have been negotiated at arm's length by the parties thereto and the monthly rent of HK\$372,000 was determined with reference to the prevailing market rent for the comparable commercial properties located near the Leaseback Properties as provided in the Fair Rent Opinion.

## **IMPLICATIONS OF THE DISPOSAL AND THE LEASEBACK UNDER THE LISTING RULES**

### **Major and connected transaction**

The Disposal Agreement constitutes a major disposal for the Company as one or more of the applicable percentage ratios in respect of the Disposal Agreement are more than 25% but are less than 75%. Accordingly, the Disposal is subject to reporting, announcement and approval of Shareholders at the SGM by way of poll pursuant to Chapter 14 of the Listing Rules.

Mr. Hui is the chairman of the Board and an executive Director as well as a substantial Shareholder. Accordingly, the Disposal Purchaser (being a company wholly-owned by Mr. Hui) is an associate of the Company and the transactions contemplated under the Disposal Agreement will constitute a connected transaction of the Company and hence, the Disposal is subject to reporting, announcement and approval of the Independent Shareholders at the SGM by way of poll pursuant to Chapter 14A of the Listing Rules.

### **Continuing connected transactions**

The Disposed Company will be indirectly wholly-owned by Mr. Hui after Disposal Completion and since Mr. Hui is a connected person of the Company, the Disposed Company will be an associate of the Company and the transactions contemplated under the Leaseback Agreement will constitute a continuing connected transaction of the Company. As all percentage ratios (other than the profits ratio) in respect of the Annual Caps exceeds 0.1% but are less than 5%, the Leaseback Agreement is only subject to reporting, annual review and announcement requirements but is exempt from approval of the Independent Shareholders at the SGM by way of poll pursuant to Chapter 14A of the Listing Rules.

## **GENERAL**

### **Independent Board Committee of the Company and appointment of the Independent Financial Adviser**

An Independent Board Committee comprising of all the independent non-executive Directors, save for Mr. Poon Kwok Fai, Ronald, who is not available to participate in the Independent Board Committee, has been formed to advise the Independent Shareholders, whose view will be formed after taking into account of the advice of the Independent Financial Adviser to be appointed by the Company after approval by the Independent Board Committee in this regard.

### **SGM**

A SGM will be held for the purpose of considering, and if thought fit, approving the resolution(s) in respect of the Disposal Agreement, which will be subject to the approval by Independent Shareholders by way of poll at the SGM. Mr. Hui and his associates, not being Independent Shareholders, will be required to abstain from voting for the resolution(s) in respect of the Disposal Agreement at the SGM.

A circular containing, among other things, (i) further details of the Disposal Agreement; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee; and (iv) a notice convening the SGM, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. It is expected that the circular will be despatched to the Shareholders on or before 10 November 2016 (which is more than 15 business days after the publication of this announcement) as additional time is required to finalise certain information to be included in the circular.

**Warning: Shareholders and/or potential investors of the Company should note that Disposal Completion is subject to the fulfillment of the Disposal Conditions and therefore may or may not occur. As the Disposal may or may not proceed to Disposal Completion, Shareholders and potential investors are reminded to exercise caution when dealing in the Shares and any other securities of the Company.**

## **THE DISPOSAL AGREEMENT**

Details of the Disposal Agreement are set out below:

**Date:** 14 October 2016 (after trading hours)

### **Parties**

Disposal Vendor: Elegance Optical (a wholly-owned subsidiary of the Company)

Disposal Purchaser: Tycoon New Investments (an investment holding company wholly-owned by Mr. Hui)

### **Subject of the Disposal Agreement**

The Disposal Shares represents the entire issued share capital of the Disposed Company, and the Disposal Loan represents all outstanding amounts owing by the Disposed Company to the Disposal Vendor and together they form the subject matter of the Disposal.

Upon the Disposal Completion, the Disposed Company will be wholly-owned by the Disposal Purchaser and cease to be a subsidiary of the Company.

### **Consideration and method of payment under the Disposal Agreement**

The Disposal Consideration payable by the Disposal Purchaser to the Disposal Vendor for the Disposal Shares and the Disposal Loan is in the aggregate amount of HK\$187,000,000, comprising the sum of HK\$141,416,000 for the Disposal Shares and the sum of HK\$45,584,000 for the Disposal Loan (which is equivalent to its face value) payable at the Disposal Completion.

The Disposal Consideration and the terms of the Disposal Agreement were arrived at, after arm's length negotiations between the parties thereto based on normal commercial terms and with reference to the Property Valuation Report.

The valuation of the Disposed Properties as at 30 June 2016 provided in the Property Valuation Report was a total amount of RMB159,800,000 (approximately HK\$185,368,000). The Disposal Consideration represents a premium of approximately 0.887% to the said valuation.

### **Disposal Conditions**

Upon fulfillment (or as appropriate, waiver) of the Disposal Conditions, the Disposal Completion shall take place on the Disposal Completion Date.

The Disposal Completion is subject to the following Disposal Conditions being fulfilled (or being waived by the Disposal Purchaser if applicable):

- (a) the approval by the Independent Shareholders at the SGM approving the Disposal Agreement and all transactions contemplated thereunder having been obtained in accordance and compliance with the Listing Rules;
- (b) all other approvals and consents (including but not limited to any tax clearance) required (if necessary) to be obtained by the Disposed Company, the Disposal Vendor and/or the Disposal Purchaser from any authority or other third party in respect of the Disposal Agreement and/or the transactions contemplated thereunder having been obtained unconditionally and irrevocably;
- (c) no notice, order, judgment, action or proceeding of any court, arbitrator, authority, statutory or regulatory body having been served, issued or made which restrains, prohibits or makes unlawful any transaction contemplated by the Disposal Agreement or which is reasonably likely to materially and adversely affect the right of the Disposal Purchaser to own the legal and beneficial title to the Disposal Shares and the Disposal Loan, free from encumbrances, following the Disposal Completion;
- (d) the Disposal Vendor's warranties being true and correct in all material respects as at Disposal Completion by reference to the facts and circumstances subsisting at that date; and
- (e) the execution of the Leaseback Agreement and the Leaseback Agreement becoming unconditional (other than as to the Disposal Completion).

Save for Disposal Conditions (a), (c) and (e) (all of which are not capable of being waived), the Disposal Purchaser may, at its option by written notice to the other parties, waive Disposal Conditions (b) (to the extent such approvals and consents are not mandatorily required to be obtained from any authority or other third party) and (d) above and proceed to Disposal Completion.

If the Disposal Condition(s) set out above are not either satisfied or waived (if applicable) by the Disposal Purchaser on or before the Disposal Long Stop Date, unless or otherwise such a later date is agreed between the Disposal Vendor and the Disposal Purchaser in writing, the Disposal Agreement shall automatically lapse and be of no further effect, and no party to the Disposal Agreement shall have any liability and obligation to the other parties, save in respect of any antecedent breaches of the Disposal Agreement.

The parties are to use their respective best endeavours to procure that the Disposal Condition(s) be fulfilled or waived (if applicable) on or before the Disposal Long Stop Date.

## Information on the Disposed Company and impact of the Disposal

Million Wave is an indirectly wholly-owned subsidiary of the Company which is principally engaged in property holding and letting. As at the date of this announcement, the principal assets of Million Wave comprises of the Disposed Properties. Upon the Disposal Completion, the Disposed Company will be wholly-owned by the Disposal Purchaser and cease to be a subsidiary of the Company. Accordingly, the financial results of the Disposed Company will cease to be consolidated to the financial statements of the Company.

The unaudited total asset value and net asset value of Million Wave as at 31 August 2016 as extracted from the management accounts of Million Wave were approximately HK\$116,804,354 and HK\$64,014,000, respectively.

A summary of the financial information of Million Wave for the two years ended 31 March 2016 is set out below:

	<b>For the year ended 31 March 2016</b> <i>(unaudited)</i> <i>approximately</i> <i>HK\$'000</i>	<b>For the year ended 31 March 2015</b> <i>(audited)</i> <i>approximately</i> <i>HK\$'000</i>
Profit (loss) before tax	<b>(22,224)</b>	827
Profit (loss) after tax	<b>(20,664)</b>	817

Based on the unaudited financial information of Million Wave as at 31 August 2016 and the Disposal Consideration of HK\$187,000,000, the Company is expected to recognise a gain (before transaction costs) of approximately HK\$77,402,000 from the Disposal following the Disposal Completion. The actual gain on the Disposal may be different from the above and will be determined based on the financial position of the Disposed Company on the date of the Disposal Completion and be subject to audit.

## Reasons for and benefits for the Disposal and use of proceeds

The Company, is a company incorporated in Bermuda with limited liability, the issued shares of which are listed on the main board of the Stock Exchange (stock code: 907), is an investment holding company. Its subsidiaries are engaged in the manufacturing and trading of optical frames and sunglasses and property investment.

The Board is of the opinion that due to the continued financial losses of the Group, weak market conditions and the inability of the Group to increase the average selling prices of products of the Group as set out in the Company's annual report for the financial year ended 31 March 2016, it is beneficial for the Group to realise its investments in the Disposed Company. Further, if the Disposal is

completed, the net proceeds arising from the Disposal will make a positive contribution to the cashflow and financial position of the Group and will be used by the Group as general working capital.

Having considered the reasons for and the benefits of the Disposal set out above, the Board is of the opinion that the terms of the Disposal are fair and reasonable and in the interests of the Shareholders as a whole.

Mr. Hui, being the ultimate beneficial owner of the Disposal Purchaser and Mr. Hui Chun Yuen, being the son of Mr. Hui, and therefore an associate of Mr. Hui, are each considered to have material interests in the Disposal Agreement and thus, have abstained from voting on the Board resolutions approving the Disposal Agreement and the transactions contemplated thereunder. Save as disclosed above, no other Directors are required to abstain from voting on the said Board resolutions.

### **THE LEASEBACK AGREEMENT**

As a condition to the Disposal Completion, Elegance Manufactory has entered into the Leaseback Agreement with the Disposed Company. The principal terms of the Leaseback Agreement are set out below:

**Date:** 14 October 2016 (after trading hours)

#### **Parties**

Lessor: the Disposed Company

Lessee: Elegance Manufactory (a wholly-owned subsidiary of the Company)

#### **Terms**

Leased properties: The Leaseback Properties

Commencement date: The commencement of the Leaseback Agreement is conditional upon and commences on the date of satisfaction of the conditions to the Leaseback Agreement as set out in the section headed “Conditions to Leaseback Agreement” below (the “**Commencement Date**”)

Lease period: For a period of two years commencing on the Commencement Date and subject to Elegance Manufactory’s right to terminate the Leaseback Agreement after one year from the Commencement Date pursuant to the terms of the Leaseback Agreement

Rent: HK\$372,000 per month

Security deposit: HK\$372,000, being one month’s rent

## Conditions to the Leaseback Agreement

The Leaseback Agreement is subject to the following conditions being fulfilled:

- (a) Elegance Manufactory having paid (i) the sum of HK\$372,000, being the first month's rent, and (ii) the sum of HK\$372,000 being the security deposit to the Disposed Company, within 5 days after the Commencement Date; and
- (b) the Disposal Completion.

## Proposed Annual Caps

The Annual Caps for the Leaseback Agreement are as follows:

	<b>For the year ended 31 March 2017</b>	<b>For the year ended 31 March 2018</b>	<b>For the year ended 31 March 2019</b>
Proposed Annual Caps	1,512,800	4,464,000	2,951,200

*Note:* Assuming the Commencement Date is on 29 November 2016.

The proposed Annual Caps have been determined with reference to the monthly rent payable under the Leaseback Agreement which itself was determined with reference to the prevailing market rent for the comparable commercial properties near the Leaseback Properties as provided in the Fair Rent Opinion.

The proposed Annual Caps for the year ended 31 March 2017, 31 March 2018 and 31 March 2019 may be subject to adjustment depending on the actual date of the Commencement Date which in turn is subject to amongst others, Disposal Completion.

## Reasons and benefits of the Leaseback Agreement

As set out in the paragraph "Reasons for the Disposal and use of proceeds" under the above section headed "THE DISPOSAL AGREEMENT", it is beneficial to the Group to realise its investments in the Disposed Company. In order to ensure that there is no disruption to the production of the products of the Group, the Company and Mr. Hui have agreed to enter into the Leaseback Agreement.

The terms of the Leaseback Agreement have been negotiated at arm's length by the parties thereto and the monthly rent of HK\$372,000 was determined with reference to the prevailing market rent for the comparable commercial properties located near the Leaseback Properties as provided in the Fair Rent Opinion.

The Board is of the opinion that the terms of the Leaseback Agreement and the proposed Annual Caps are on normal commercial terms and are fair and reasonable and in the interests of the Shareholders as a whole.

Mr. Hui, being the ultimate beneficial owner of the Disposed Company following the Disposal Completion and Mr. Hui Chun Yuen, being the son of Mr. Hui, and therefore an associate of Mr. Hui, are considered to have material interests in the Leaseback Agreement and thus, have each abstained from voting on the Board resolutions approving the Leaseback Agreement and the transactions contemplated thereunder. Save as disclosed above, no other Directors are required to abstain from voting on the said Board resolutions.

## **IMPLICATIONS OF THE DISPOSAL AND THE LEASEBACK UNDER THE LISTING RULES**

### **Major and connected transaction**

The Disposal constitutes a major disposal for the Company as one or more of the applicable percentage ratios in respect of the Disposal Agreement are more than 25% but are less than 75%. Accordingly, the Disposal is subject to reporting, announcement and approval of Shareholders at the SGM by way of poll pursuant to Chapter 14 of the Listing Rules.

Mr. Hui is the chairman of the Company and an executive Director as well as the substantial Shareholder. Accordingly, the Disposal Purchaser (being a company wholly-owned by Mr. Hui) is an associate of the Company and the transactions contemplated under the Disposal Agreement will constitute a connected transaction of the Company and hence, the Disposal is subject to reporting, announcement and approval of the Independent Shareholders at the SGM by way of poll pursuant to Chapter 14A of the Listing Rules.

### **Continuing connected transactions**

The Disposed Company will be indirectly wholly-owned by Mr. Hui after Disposal Completion and since Mr. Hui is a connected person of the Company, the Disposed Company will be an associate of the Company and the transactions contemplated under the Leaseback Agreement will constitute a continuing connected transaction of the Company. As all applicable percentage ratios (other than the profits ratio) in respect of the Annual Caps exceeds 0.1% but are less than 5%, the Leaseback Agreement is only subject to reporting, annual review and announcement requirements but is exempt from approval of the Independent Shareholders at the SGM by way of poll pursuant to Chapter 14A of the Listing Rules.

## **GENERAL**

### **Independent Board Committee of the Company and appointment of the Independent Financial Adviser**

An Independent Board Committee comprising of all the independent non-executive Directors save for Mr. Poon Kwok Fai, Ronald who is not available to participate in the Independent Board Committee, has been formed to advise the Independent Shareholders as to the terms of the Disposal Agreement and the transactions contemplated thereunder are fair and reasonable. The Independent Financial Adviser to the Independent Board Committee will be appointed by the Company after approval by the Independent Board Committee in this regard.

## SGM

The SGM will be held for the purpose of considering, and if thought fit, approving the resolution(s) in respect of the Disposal Agreement, which will be subject to the approval by Independent Shareholders by way of poll at the SGM. Mr. Hui and his associates, not being Independent Shareholders, will be required to abstain from voting for the resolution(s) in respect of the Disposal Agreement at the SGM.

A circular containing, among other things, (i) further details of the Disposal Agreement; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee; and (iv) a notice convening the SGM, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules. It is expected that the circular will be despatched to the Shareholders on or before 10 November 2016 (which is more than 15 business days after the publication of this announcement) as additional time is required to finalise certain information to be included in the circular.

**Warning: Shareholders and/or potential investors of the Company should note that Disposal Completion is subject to the fulfillment of the Disposal Conditions and therefore may or may not occur. As the Disposal may or may not proceed to Disposal Completion, Shareholders and potential investors are reminded to exercise caution when dealing in the Shares and any other securities of the Company.**

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms have the following meanings:

“Annual Caps”	the annual aggregate maximum amounts payable by Elegance Manufactory to the Disposed Company pursuant to the Leaseback Agreement as set out in the paragraph headed “Proposed Annual Caps” under the section headed “THE LEASEBACK AGREEMENT”
“associates”	has the meaning ascribed thereto in the Listing Rules
“Board”	means the board of Directors
“BVI”	means British Virgin Islands
“Company”	means Elegance Optical International Holdings Limited, a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (Stock code: 907)
“connected person(s)”	has the meaning ascribed thereto in the Listing Rules
“Director(s)”	means the director(s) of the Company

“Disposal”	means the proposed disposal by the Disposal Vendor of the Disposal Shares and the Disposal Loan to the Disposal Purchaser pursuant to the Disposal Agreement
“Disposal Agreement”	the agreement in respect of the Disposal entered into between the Disposal Vendor and the Disposal Purchaser on 14 October 2016 (after trading hours)
“Disposed Company” or “Million Wave”	Million Wave Limited, a company incorporated in Hong Kong with limited liability and indirectly wholly-owned by the Company
“Disposal Completion Date”	the date of Disposal Completion, being within 3 business days after the fulfillment or waiver as the case may be of the Disposal Condition
“Disposed Properties”	the properties located at Zone A Factory, Zone A Dormitory, Zone B Factory, Zone B Dormitory, Zone C Factory and Zone C Dormitory, No. 1 Road Three, Jin Quan Ind. District, Liuyue Village, Heng Gang Town, Long Gang District, Shenzhen, PRC (中國深圳市龍崗區橫崗鎮六約社區金泉三路1號A區廠房、A區宿舍、B區廠房、B區宿舍、C區廠房及C區宿舍), owned by Million Wave
“Disposal Completion”	means completion of the Disposal
“Disposal Condition(s)”	means the condition(s) precedent to the Disposal Completion, further details of which are set out in the section headed “Disposal Conditions” of this announcement
“Disposal Consideration”	the total consideration payable by the Disposal Purchaser for the Disposal Shares and Disposal Loan pursuant to the Disposal Agreement
“Disposal Loan”	the intra-group accounts payable due and owing from the Disposed Company to the Disposal Vendor in the aggregated principal amount of HK\$45,584,000, which is non-interest bearing, unsecured and repayable on demand
“Disposal Long Stop Date”	means 30 April 2017 or such other date as may be agreed in writing by the parties to the Disposal Agreement
“Disposal Purchaser” or “Tycoon New Investments”	Tycoon New Investments Limited, an investment holding company incorporated in the BVI with limited liability and wholly-owned by Mr. Hui
“Disposal Shares”	means the entire issued share capital of the Disposed Company

“Disposal Vendor” or “Elegance Optical”	means Elegance Optical Investments Limited, a wholly-owned subsidiary of the Company and incorporated in Hong Kong with limited liability
“Elegance Manufactory”	means Elegance Optical Manufactory Limited, a wholly-owned subsidiary of the Company and incorporated in Hong Kong with limited liability
“encumbrance”	means any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), equities, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“Fair Rent Opinion”	means the draft fair rent opinion letter issued by an independent property valuer
“Group”	means the Company and its subsidiaries
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	means the independent committee of the Board formed by the Company and comprising of all the independent non-executive Directors save for Mr. Poon Kwok Fai, Ronald, who is not available to participate in the Independent Board Committee
“Independent Financial Adviser”	means the independent financial adviser to be appointed by the Company after approval by the Independent Board Committee to advise the Independent Board Committee and the Independent Shareholders regarding the Disposal and the transactions contemplated thereunder
“Independent Shareholders”	means Shareholders other than Mr. Hui and his associates
“Leaseback”	means the conditional lease of the Leaseback Properties by Elegance Manufactory from the Disposed Company pursuant to the Leaseback Agreement
“Leaseback Agreement”	means the lease agreement entered into between the Disposed Company and Elegance Manufactory on 14 October 2016 (after trading hours)

“Leaseback Properties”	the properties located at Zone B Factory, Zone B Dormitory, Zone C Factory and Zone C Dormitory, No. 1 Road Three, Jin Quan Ind. District, Liuyue Village, Heng Gang Town, Long Gang District, Shenzhen, PRC (中國深圳市龍崗區橫崗鎮六約社區金泉三路1號B區廠房、B區宿舍、C區廠房及C區宿舍), which forms part of the Disposed Properties
“Listing Rules”	means The Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Hui”	means Mr. Hui Leung Wah, an executive Director, the chairman of the Board and a substantial Shareholder
“PRC”	means the People’s Republic of China which, for the purposes of this announcement, shall exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Property Valuation Report”	means the draft report on the market value of the Disposed Properties issued by an independent property valuer
“SGM”	means a special general meeting of the Company to be convened for the purpose of, amongst other things, approving the Disposal Agreement and the transactions contemplated thereunder by the Independent Shareholders
“Share(s)”	means the share(s) having a par value of HK\$0.1 each in the share capital of the Company as at the date of this announcement
“Shareholders”	means holder(s) of the Share(s)
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“HK\$”	means Hong Kong dollar(s), the lawful currency of Hong Kong
“RMB”	renminbi, the lawful currency of the PRC
“%”	per cent.

By order of the Board  
**Elegance Optical International Holdings Limited**  
**Hui Leung Wah**  
*Chairman*

Hong Kong, 14 October 2016

*As at the date of this announcement, the Board comprises Mr. Hui Leung Wah, Mr. Poon Sui Hong and Mr. Hui Chun Yuen, as executive Directors and Mr. Poon Kwok Fai, Ronald, Mr. Pang Sung Yuen and Mr. Kwong Ping Man as independent non-executive Directors.*

*For illustration purposes only and unless otherwise stated, all amounts denominated in RMB in this announcement has been translated into HK\$ at the exchange rate of RMB1 = HK\$1.16.*

*\* For reference purposes only, the Chinese names of the PRC entities, addresses or terms have been translated into English in this announcement. In the event of any discrepancies between the Chinese names of these PRC entities, addresses or terms and their respective English translations, the Chinese version shall prevail.*