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中國港橋控股有限公司

China HKBridge Holdings Limited

(Incorporated in Bermuda with limited liability)

(Stock Code: 2323)

**DISCLOSEABLE TRANSACTION
IN RELATION TO
SECOND EXTENSION OF CALL OPTION EXERCISE DATE**

Reference is made to the announcements of the Company dated 8 December 2017, 11 December 2017 and 26 March 2018, respectively (the “Announcements”), in respect of the grant of Call Option. Unless otherwise defined, terms defined in the Announcements shall have the same meaning when used herein.

SUPPLEMENTAL AGREEMENT

On 3 July 2018 (after trading hours), in consideration of the payment by the Optionholder of the Second Extension Premium, the Company, Digital King and the Optionholder entered in the Second Supplemental Agreement, pursuant to which the parties agreed to extend the Call Option Exercise Date and the Completion Date from 31 March 2018 to 30 September 2018. Save for the Second Extension, all other terms of the Supplemental Agreement and the Call Option Agreement shall remain unchanged.

LISTING RULES IMPLICATION

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the transaction contemplated under the Supplemental Agreement are more than 5% but less than 25%. Accordingly, the Supplemental Agreement constitutes discloseable transaction for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

Pursuant to Rule 14.22 of the Listing Rules, the transaction contemplated under the Supplemental Agreement would be aggregated with the transactions contemplated under the Call Option Agreement and be treated as if they were one transaction for the purpose of Chapter 14 of the Listing Rules. Nonetheless, the transaction contemplated under the Supplemental Agreement, even if aggregated with transactions contemplated under the Call Option Agreement, will still be classified as a discloseable transaction under Chapter 14 and is therefore subject to the same reporting and announcement requirements under the Listing Rules.

The Call Option Agreement

On 8 December 2017, after trading hours, the Company, Digital King and the Optionholder entered into the Call Option Agreement pursuant to which Digital King, in consideration of the Call Option Premium paid by the Optionholder, agreed to grant a call option to the Optionholder for the purchase of the Option Interest at the exercise price of HK\$356,150,000. The Call Option could be exercised on 31 March 2018 by serving a Call Option Notice no later than five (5) business days before the Call Option Exercise Date.

On 26 March 2018, after trading hours, in consideration of the Extension Premium of HK\$16,150,000 paid by the Optionholder, the Company, Digital King and the Optionholder entered into the Supplement Agreement for the extension of the Call Option Exercise Date and the Completion Date from 31 March 2018 to 30 June 2018.

On 28 May 2018, the Optionholder notified Digital King that it would not exercise the Call Option on the Extended Call Option Date.

As at the date of this Announcement, the Second Extension Premium of extension of Call Option exercise date has been paid by the Optionholder.

The Supplemental Agreement to the Call Option Agreement

On 3 July 2018, after trading hours, in consideration of the Second Extension Premium of HK\$16,150,000 paid by the Optionholder, Digital King and the Company agreed to enter into the Second Supplement Agreement for the second extension of the Call Option Exercise Date and the Completion Date from 31 March 2018 to 30 September 2018. The Second Extension Premium would be paid upon the signing of the Second Supplemental Agreement.

In the event the Call Option is exercised (the exercise of which is at the discretion of the Optionholder), the aggregate consideration payable by the Optionholder will be HK\$420,750,000, being the sum of the Call Option Premium, the Extension Premium, the Second Extension Premium and the Call Option Exercise Price. The proceeds from the Second Extension will be used for general working capital.

The Second Extension Premium was determined after arm's length negotiation with an aim of generating a minimum expected aggregate return of 19% from the Interest.

REASONS FOR AND BENEFITS OF THE EXTENSION

The Group is principally engaged in (a) the manufacture and sales of a broad range of printed circuit boards, (b) the carrying out of treasury investments including investment in securities and other related activities, and (c) the provision of financial services including asset management, investment and other consultancy related services. The Group subscribed for Interest for investment purposes with an aim to profit from the increase in the value of the investment portfolio held by the Fund.

The investment portfolio held by the Fund is constituted by securities which are subject to market volatility. As at the date of this announcement, Digital King has forecasted the fair value of the assets hold by the Fund, the Interest has only generated slight unrealised fair value gain on the equity investment by the Fund, and it could be possible that the Interest could suffer from a loss by the Second Extended Call Option Exercise Date, given the volatility of the stock market.

The Call Option, if exercised (and taking in account the Call Option Premium, the Extension Premium and the Second Extension Premium), provides the Group with an opportunity to lock an aggregate return on the Interest of approximately 24%. If the Call Option is not exercised, the Call Option Premium, the Extension Premium and the Second Extension Premium together still represent an aggregate return on the Interest of approximately 19%. Hence, the Second Extension, regardless of whether the Call Option is exercised or not, could allow the Group to hedge again a possible fall in the value of the Option Interest.

In light of the above, the Directors consider that the transaction under the Second Supplemental Agreement is on normal commercial terms and that the terms of the Second Supplemental Agreement are fair and reasonable and are in the interest of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Supplemental Agreement are more than 5% but less than 25%. Accordingly, the Supplemental Agreement constitute discloseable transaction for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

Pursuant to Rule 14.22 of the Listing Rules, the transaction contemplated under the Supplemental Agreement would be aggregated with the transactions contemplated under the Call Option Agreement and be treated as if they were one transaction for the purpose of Chapter 14 of the Listing Rules. Nonetheless, the transaction contemplated under the Supplemental Agreement, even if aggregated with transaction contemplated under the Call Option Agreement, will still be classified as a discloseable transaction under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

Under Rule 14.74 of the Listing Rules, the granting of the Call Option (the exercise of which is not at the discretion of the Company) shall be treated as if the Call Option had been exercised. Both the Call Option Exercise Price, the Call Option Premium and the Extension Premium have been taken into account for the purpose of determining the applicable percentage ratios under the Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Call Option”	the rights of the Optionholder to purchase from Digital King, and to require Digital King to sell, the Option Interest pursuant to the terms of the Call Option Agreement
“Call Option Agreement”	an agreement dated 8 December 2017 between the Company, Digital King and the Optionholder relating to the grant of the Call Option to the Optionholder
“Call Option Exercise Date”	31 March 2018, being the date on which the Optionholder could exercise the Call Option under the Call Option Agreement
“Call Option Exercise Price”	the sum of HK\$356,150,000 at which Digital King will sell the Option Interest to the Optionholder following exercise of the Call Option
“Call Option Notice”	a notice in writing to be given by the Optionholder no later than five (5) business days prior to the Call Option Exercise Date informing Digital King of the exercise of the Call Option
“Call Option Premium”	the premium of HK\$32,300,000 paid by the Optionholder to Digital King for the grant of the Call Option pursuant to the Call Option Agreement
“Capital Contribution”	capital contribution of HK\$340,000,000 made by Hong Kong Bridge to the Fund in respect of the Interest

“Company”	China HKBridge Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange
“Completion Date”	31 March 2018, being the date on which the transfer of the Option Interest was to be completed under the Call Option Agreement
“Digital King”	Digital King Investments Limited, a limited liability company established under the laws of the British Virgin Islands and an indirect wholly-owned subsidiary of the Company
“Director(s)”	the director(s) of the Company
“Extension”	the extension of the Call Option Exercise Date and the Completion Date from 31 March 2018 to 30 June 2018
“Extended Call Option Date”	30 June 2018, being the date on which the Optionholder can exercise the Call Option under the Call Option Agreement as amended by the Supplemental Agreement
“Extension Premium”	the amount of HK\$16,150,000 paid by the Optionholder to Digital King upon the signing of the Supplemental Agreement for the Extension
“Fund”	Huarong International Fortune Innovation Limited Partnership, an exempted limited partnership in the Cayman Islands established in accordance with the Exempted Limited Partnership Law (as amended) of the Cayman Islands
“Group”	the Company and its subsidiaries
“Hong Kong Bridge”	Hong Kong Bridge Investments Limited, a company incorporated in the British Virgin Islands and an indirect wholly-owned subsidiary of the Company
“Interest”	interest in the Fund subscribed by Hong Kong Bridge on 23 December 2016 and subsequently transferred to Digital King on 31 May 2017
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Optionholder”	Eastern Result International Limited, a company incorporated in the British Virgin Islands with limited liability

“Option Interest”	Interest as constituted by the Capital Contribution, which was paid by the Group on 10 April 2017, together with all rights and obligations attached, and return accrued, to the Interest from the date of the Call Option Agreement
“Second Extension”	the second extension of the Call Option Exercise Date and the Completion Date from 31 March 2018 to 30 September 2018
“Second Extended Call Option Date”	30 September 2018, being the date on which the Optionholder can exercise the Call Option under the Call Option Agreement as amended by the Second Supplemental Agreement
“Second Extension Premium”	the amount of HK\$16,150,000 paid by the Optionholder to Digital King upon the signing of the Second Supplemental Agreement for the Extension
“Second Supplemental Agreement”	the second supplemental agreement to the Call Option Agreement dated 3 July 2018 in respect of the Second Extension
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Agreement”	the second supplemental agreement to the Call Option Agreement dated 26 March 2018 in respect of the Extension

By order of the Board of
China HKBridge Holdings Limited
Chiu Yu Kang
Company Secretary

Hong Kong, 3 July 2018

As at the date of this announcement, the Board comprises Mr. Liu Tingan and Mr. Cheok Ho Fung being executive Directors; Mr. Mao Yumim, being non-executive Director; and Mr. Ng Man Kung and Mr. Lau Fai Lawrence being independent non-executive Directors.