

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



## 興勝創建控股有限公司

# HANISON CONSTRUCTION HOLDINGS LIMITED

*(Incorporated in the Cayman Islands with limited liability)*

(Stock Code: 896)

### ANNOUNCEMENT DISCLOSEABLE TRANSACTION

#### **THE SUBSCRIPTION**

The Board is pleased to announce that on 19 October 2016 (after trading hours), (i) the Subscriber, a wholly-owned subsidiary of the Company, subscribed the Subscription Shares, representing 40% issued share capital of the Target as enlarged by the allotment and issue of the Subscription Shares and the Additional Shares; (ii) the Vendor, the Subscriber and the Target entered into the Loan Assignment, pursuant to which the Vendor has assigned the Sale Loan to the Subscriber; (iii) the Vendor, the Subscriber and the Target entered into the Shareholders Deed, pursuant to which the parties agreed on the management of the Target Companies and the Project; (iv) the Vendor, the Subscriber and the Target entered into the Shareholder Loan Agreement, pursuant to which the Vendor and the Subscriber have advanced and shall continue to advance shareholder loans to the Target for the purposes of lending to the Project Company to satisfy its payment obligations for purchase of the Property and working capital of the Target Companies; (v) the Project Manager, a wholly-owned subsidiary of the Company, entered into the Project Management Deed with the Vendor and the Project Company, pursuant to which the Project Manager is appointed as an independent contractor, in the position of the general manager and the Marketing and Leasing Agent of the Property to manage, supervise and control the Project and to provide the Services; and (vi) Hanison Construction Holdings (BVI) Limited, a wholly-owned subsidiary of the Company, executed the Counter Indemnity in favour of five limited partnerships which are all affiliates of the Vendor, pursuant to which subject to a maximum liability of HK\$62,000,000, it will immediately upon demand indemnify such five limited partnerships which are all affiliates of the Vendor in respect of 40% of their liability under each of the Undertakings.

#### **LISTING RULES IMPLICATIONS**

As certain of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Subscription and the transactions contemplated in the Loan Assignment, the Shareholders Deed, the Shareholder Loan Agreement, the Counter Indemnity, and the Project Management Deed exceed 5% but are less than 25%, the transactions constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **INTRODUCTION**

The Board is pleased to announce that on 19 October 2016 (after trading hours), (i) the Subscriber, a wholly-owned subsidiary of the Company, subscribed the Subscription Shares, representing 40% issued share capital of the Target as enlarged by the allotment and issue of the Subscription Shares and the Additional Shares; (ii) the Vendor, the Subscriber and the Target entered into the Loan Assignment, pursuant to which the Vendor has assigned the Sale Loan to the Subscriber; (iii) the Vendor, the Subscriber and the Target entered into the Shareholders Deed, pursuant to which the parties agreed on the management of the Target Companies and the Project; (iv) the Vendor, the Subscriber and the Target entered into the Shareholder Loan Agreement, pursuant to which the Vendor and the Subscriber have advanced and shall continue to advance shareholder loans to the Target for the purposes of lending to the Project Company to satisfy its payment obligations for purchase of the Property and working capital of the Target Companies; (v) the Project Manager, a wholly-owned subsidiary of the Company, entered into the Project Management Deed with the Vendor and the Project Company, pursuant to which the Project Manager is appointed as an independent contractor, in the position of the general manager and the Marketing and Leasing Agent of the Property to manage, supervise and control the Project and to provide the Services; and (vi) Hanison Construction Holdings (BVI) Limited, a wholly-owned subsidiary of the Company, executed the Counter Indemnity in favour of five limited partnerships which are all affiliates of the Vendor, pursuant to which subject to a maximum liability of HK\$62,000,000, it will immediately upon demand indemnify such five limited partnerships which are all affiliates of the Vendor in respect of 40% of their liability under each of the Undertakings.

## **THE SUBSCRIPTION**

### **Date**

19 October 2016

### **Parties**

- (a) the Target
- (b) the Subscriber
- (c) the Vendor

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Target, the Vendor and their respective ultimate beneficial owner are third parties independent of the Company and the connected persons of the Company. Upon Completion, the Company indirectly own 40% interest in the Target through the Subscriber and the Vendor owns 60% interest in the Target.

### **Subject of the Subscription**

The Subscription Shares subscribed by the Subscriber represent 40% of the total issued share capital of the Target as enlarged by the allotment and issue of the Subscription Shares and the Additional Shares. The Additional Shares, together with the existing shares of the Target held by the Vendor, represent 60% issued share capital of the Target as enlarged by the allotment and issue of the Subscription Shares and the Additional Shares.

## **Consideration**

The Consideration is USD80 (equivalent to approximately HK\$624), which has been paid by way of cheque by the Subscriber upon Completion. The Consideration was arrived at after arm's length negotiation between the Target and the Subscriber, which represents the aggregate of the par value of the Subscription Shares. The consideration for the subscription of the Additional Shares by the Vendor is USD20 (equivalent to approximately HK\$156).

## **Completion**

Completion of the subscription for the Subscription Shares and the Additional Shares has taken place on 19 October 2016.

## **LOAN ASSIGNMENT**

### **Date**

19 October 2016

### **Parties**

- (a) the Vendor (as the assignor)
- (b) the Subscriber (as the assignee)
- (c) the Target (as the debtor)

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor, the Target and their respective ultimate beneficial owners are third parties independent of the Company and the connected persons of the Company prior to Completion.

### **Subject of the Assignment**

Immediately before Completion, the Vendor is the legal and beneficial owner of the entire issued share capital of the Target and the Vendor has advanced an unsecured and interest free loan to the Target in the principal sum of HK\$63,517,880. The Target wholly-owned the Project Company. The Project Company has submitted a tender for the purchase of the Property and has successfully won the bid. The Property is a block of service apartments located at 336 and 338 Queen's Road Central, Hong Kong.

The Vendor has assigned the Sale Loan to the Subscriber. The consideration for the assignment of the Sale Loan is HK\$25,407,152, which has been paid by way of cheque by the Subscriber upon Completion. The consideration was arrived at after arm's length negotiation between the Vendor and the Subscriber, which represents the face value of the Sale Loan.

## **SHAREHOLDERS DEED**

On 19 October 2016, the Vendor, the Subscriber and the Target entered into a Shareholders Deed on customary terms to govern their relationship as shareholders of the Target, the terms of which include, among other things, provisions relating to the management of the Project, transact of major decisions, distribution policy, further financing, restriction on transfer of shares in the Target and events of default.

## **Management of the Project**

The board of directors of the Target will form a project management and marketing committee to handle certain major decisions in relation to the management of the Project and its marketing. The maximum number of members of the project management and marketing committee shall be five, of which the Vendor is entitled to appoint and remove a maximum of three members and the Subscriber is entitled to appoint and remove two members.

The Project Company will appoint Hanison Estate Services Limited (“**HESL**”), a wholly-owned subsidiary of the Company, as the estate manager for the Property pursuant to the terms of an estate management deed (the “**Estate Management Deed**”) to be agreed between and entered into by the Project Company and HESL. Further announcement(s) will be made by the Company upon the signing of the Estate Management Deed as and when appropriate in accordance with relevant requirements under the Listing Rules.

The maximum number of directors of the Target Companies shall be five, of which the Vendor is entitled to appoint and remove three directors and the Subscriber is entitled to appoint and remove two directors. The chairman of the Target Companies shall be a director nominated by the Vendor and shall not be entitled to a second or casting vote in the case of an equality of votes at any meeting of the board of directors or shareholders of the Target Companies.

## **Transact of major decisions**

Certain agreed matters (which include, among others, the obtaining of any debt financing or loan arrangement or other shareholder financing of the Target or the Project Company) that amount to a major decision require the approval of both the Vendor and the Subscriber (in respect of major decisions needed to be approved at shareholders’ level under the laws of the BVI) or all directors (including at least one director appointed by the Vendor and one director appointed by the Subscriber) of the Target or the Project Company (in respect of major decisions needed to be approved at the level of the board of directors of the Target or the Project Company).

## **Distribution policy**

Any dividend or other distribution in cash or in specie and whether out of revenue profits, capital profits or capital reserves made by the Target or the Project Company shall be made in accordance with the articles of association of the Target or the Project Company (as applicable), all applicable laws and in accordance with the Shareholders Deed. The shareholders of the Target will take all actions commercially necessary to maximise distributions.

## Further financing

All further capital requirements of the Target exceeding the Target's own resources from time to time shall be met (i) first by way of external borrowings or financings to be sought from banks or financial institutions; and (ii) if it is unable to obtain financing from external lenders, by way of shareholder loans. For any guarantees and/or security given in respect of any borrowings of the Target or the Project Company from banks, financial institutions or other third parties, the liability of the Vendor and the Subscriber shall be apportioned in accordance with their shareholding in the Target when any of such guarantee or security is called upon and the shareholders of the Target shall account to and indemnify each other accordingly. As at the date of this announcement, apart from the Existing Loans and the New Loan, no loan has been obtained by the Target or the Project Company. Further announcement(s) will be made by the Company upon the provision of any indemnity by the Group in respect of further financing to the Target or the Project Company as and when appropriate in accordance with relevant requirements under the Listing Rules.

A term sheet was signed by the Project Company for obtaining the New Loan, under which, the Vendor through its affiliates will provide the Undertakings. On 19 October 2016 (after trading hours), Hanison Construction Holdings (BVI) Limited, a wholly-owned subsidiary of the Company executed the Counter Indemnity in favour of five limited partnerships which are all affiliates of the Vendor, pursuant to which subject to a maximum liability of HK\$62,000,000, it will immediately upon demand indemnify such five limited partnerships which are all affiliates of the Vendor in respect of 40% of their liability under each of the Undertakings. The above maximum liability of Hanison Construction Holdings (BVI) Limited in the sum of HK\$62,000,000 under the Counter Indemnity was determined between the parties to the Counter Indemnity with reference to the estimated amount of interest payment under the New Loan and the cost overrun in respect of the Project. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, all counter-parties of the Counter Indemnity, who are the affiliates of the Vendor, and their respective ultimate beneficial owners are third parties independent of the Company and the connected persons of the Company prior to Completion.

Upon a call by the board of directors and/or the shareholders of the Target for a shareholder loan, each of the shareholders of the Target has the obligation and agrees to advance, on a pro rata basis according to their respective shareholdings, such sum as may be required by the Target. If a shareholder of the Target (the "**Defaulting Shareholder**") fails to advance its portion of the shareholder loans (the "**Shortfall Shareholder Loan**") by the due date, the other shareholder of the Target (the "**Complying Shareholder**") which has complied with its funding obligations shall have the right to (i) subscribe for additional shares in the Target in an amount equal to the Shortfall Shareholder Loan at an agreed discounted net asset value of the Target Companies; or (ii) advance to the Target the Shortfall Shareholder Loan and the Defaulting Shareholder shall pay a fee to the Complying Shareholder; or (iii) purchase from the Defaulting Shareholder a portion of the shareholder loan owed by the Target to the Defaulting Shareholder for a purchase consideration which is at an agreed discounted value to the face value of such portion of the shareholder loan and such discounted purchase consideration shall be equal to the amount of the Shortfall Shareholder Loan.

## **Restriction on transfer of shares in the Target**

Save as provided in the Shareholders Deed, no shareholder of the Target shall dispose of, assign and/or otherwise transfer any of its shares together with shareholder loan in the Target unless all requirements contained in the Shareholders Deed are fully complied.

If the Subscriber fails to accept the first right of offer granted by the Vendor, the Subscriber is subject to drag along rights which may be exercised by the Vendor and in such case, the Subscriber shall sell all of its shares and shareholder loan in the Target (or indirect sale of interests in the Project Company or the Property) together with the Vendor. In addition, the Subscriber is also entitled to exercise the tag along rights when the Vendor receives any offer to acquire all of its shares and shareholder loan in the Target (or indirect sale of interests in the Project Company or the Property). Completion of the transfer and assignment of the shares and shareholder loan in the Target (or indirect sale of interests in the Project Company or the Property) held by the Subscriber as a result of the exercise of the drag along rights which may be exercised by the Vendor and/or the acceptance of the tag along rights which the Subscriber may exercise shall be subject to compliance with the laws of Hong Kong, BVI and the Listing Rules (as applicable). Further announcement(s) will be made by the Company as and when appropriate in accordance with relevant requirements under the Listing Rules.

## **Events of default**

Upon the occurrence of an event of default and upon the non-defaulting shareholder serving a notice to the defaulting shareholder stating that there has been an event of default, the defaulting shareholder shall be deemed to have made an irrevocable offer to the non-defaulting shareholder to sell all of its shares together with shareholder loan in the Target to the non-defaulting shareholder or its designee at a discount of an agreed percentage figure to the fair market value of such shares and shareholder loan. An event of default include (a) a material breach of the terms of the Shareholders Deed; (b) certain insolvency events; or (c) the occurrence of any change of control of any shareholder of the Target.

## **SHAREHOLDER LOAN AGREEMENT**

### **Date**

19 October 2016

### **Parties**

- (a) the Vendor (as the first lender)
- (b) the Subscriber (as the second lender)
- (c) the Target (as the borrower)

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor, the Target and their ultimate beneficial owner are third parties independent of the Company and the connected persons of the Company prior to Completion.

## **Principal terms of the Shareholder Loan Agreement**

The Vendor and the Subscriber have made and shall continue to make available to the Target a principal amount of HK\$230,683,850 (among which, HK\$138,410,310 and HK\$92,273,540 shall be contributed by the Vendor and the Subscriber respectively) or such greater amount as agreed amongst the Vendor, the Subscriber and the Target in writing, which was determined between the Vendor, the Subscriber and the Target with reference to the purchase price of the Property and working capital of the Target Companies. The aforesaid contribution of the shareholder loan to be made by the Subscriber includes the principal amount of HK\$25,407,152 owed by the Target to the Subscriber under the Sale Loan. The loan advanced under the Shareholder Loan Agreement will be unsecured and with no interest. The Target may draw one or more loans upon providing prior written notice to the Vendor and the Subscriber specifying the amount of the loan requested and the manner (whether by cash advance or other immediately available funds) which the loan to be made available. The Vendor and the Subscriber will make such loans to the Target on a pro rata basis according to their shareholding in the Target.

## **PROJECT MANAGEMENT DEED**

### **Date**

19 October 2016

### **Parties**

- (a) the Project Company (as the owner)
- (b) the Vendor (as the shareholder of the Target)
- (c) the Project Manager (as the project manager)

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Project Company, the Vendor and their ultimate beneficial owner are third parties independent of the Company and the connected persons of the Company prior to Completion.

### **Subject Matter**

The Project Company appointed the Project Manager as an independent contractor in the position of the general manager with effect from the Commencement Date and the Marketing and Leasing Agent of the Property with effect from the earlier date to occur of (i) after the end of the post-closing short-term lease with the existing owner of the Property or any entity controlled by the existing owner of the Property; and (ii) 1 May 2017 to manage, supervise and control the Project on its behalf and to provide the Services.

### **Conditional Agreement**

The Project Management Deed is conditional upon (i) the completion of the sale and purchase of the Property by the Project Company as purchaser and South Jacob Limited as vendor pursuant to the terms of the sale and purchase agreement in respect of the Property and (ii) the Subscriber becoming a shareholder of the Target pursuant to the terms of the Shareholders Deed. In the event that the completion of such sale and purchase has not taken place on or before 31 October 2016, the Project Management Deed shall be automatically terminated forthwith and all rights and obligations of the parties thereto shall cease immediately upon such termination (save in respect of any claims arising out of any antecedent breach made prior to such termination).

## **Management Fee and Marketing Service Fee**

The Project Company shall pay to the Project Manager

- (a) the project management fee for project management services performed, which shall, subject to an agreed cap, be calculated at a fixed percentage of the renovation costs of the Property;
- (b) the fee for marketing and leasing services for the leasing of the Property, which shall be calculated at (i) monthly fee equivalent to a fixed percentage of the rental income of the Project Company from the leasing of the Property; (ii) depending on the length of the tenancy and the involvement of the Project Manager in negotiating the leases of the Property, an one-off fee equivalent to an agreed range of fixed percentage of the monthly rental for the leasing of the Property or the renewal of the lease of the Property; and
- (c) the reimbursement for out-of-pocket expenses incurred.

## **Duties of the Project Manager**

The Project Manager shall, inter alia, provide the following project management services:

- (a) to oversee the day-to-day project management work of the Project;
- (b) to keep the Project Company regularly informed of the status of the Project;
- (c) to advise the Project Company on the engagement of professional parties, including accounting firm for audit service, quantity surveyor as cost consultant and hiring of employees;
- (d) to advise the Project Company on insurance arrangements for the Project and the Property; and
- (e) to prepare as necessary property maintenance schedules.

The Project Manager shall, inter alia, provide the following marketing and lease services:

- (a) to implement and administer for leasing of the Property;
- (b) to engage appropriate external leasing agents for leasing of the Property; and
- (c) to prepare the lease brochure and other marketing materials.

In performing the duties, the Project Manager may engage other sub-consultants or service providers and may sub-contract or delegate the project management services.

Upon any financing or refinancing by the Project Company, the Project Manager will take note of the provisions of the facility documents and, to the extent that it is within its legal capacity and power and practicable to do so, to procure compliance by the Project Company and/or the Project Manager.



## **INFORMATION ON THE GROUP**

The principal business activity of the Company is investment holding. Its subsidiaries are principally engaged in construction, interior and renovation works, supply and installation of building materials, property investment, property development, provision of property agency and management services and sale of health products.

The Subscriber is an investment holding company incorporated in the BVI and a wholly-owned subsidiary of the Company. Hanison Estate Services Limited is incorporated in Hong Kong and a wholly-owned subsidiary of the Company, its principal business is to provide estate management services. The Project Manager is incorporated in Hong Kong and a wholly-owned subsidiary of the Company, its principal business is to provide property and project management services.

## **INFORMATION ON THE VENDOR**

The principal business activity of the Vendor is investment holding. The Vendor, through the Target Companies, is principally engaged in the business of holding the Property for long term investment purpose.

## **INFORMATION ON THE TARGET COMPANIES**

The Target is incorporated on 8 December 2015 and is an investment holding company, which wholly-owned the Project Company. The Project Company will be the beneficial owner of the Property.

The Target Companies, through the Project Company, is principally engaged in the business of holding the Property for long term investment purpose.

The Project Company submitted a tender for the purchase of the Property at HK\$633.81 million which has been accepted by South Jacob Limited as the successful tender for the Property on 22 September 2016. The Project Company will proceed to purchase the Property in accordance with the timeline, terms and conditions as set out in the tender document and become the legal and beneficial owner of the Property.

The unaudited consolidated net liability of the Target Companies as at 30 September 2016 was HK\$135,668.

The unaudited consolidated net loss before and after taxation and extraordinary items attributable to the Target for the period from 8 December 2015 (date of incorporation) to 30 September 2016 was HK\$136,448.

## **REASONS FOR THE SUBSCRIPTION AND SOURCE OF FUNDS**

The Project involves the renovations, management and marketing and leasing of the Property. The Project is expected to comprise approximately 51,940 square feet of gross floor area and is currently used as service apartment.

Since the Group will provide project management and marketing and leasing services on the Property, the Subscription and participation in the Project will enable the Group to fully utilize its expertise and resources for the master planning and properties investment.

The consideration for the Subscription and the assignment of Sale Loan will be settled from internal resources of the Company. After Completion, the Target will be qualified for accounting purposes as a joint venture of the Company and its financials will be treated by equity accounting in the financial statements of the Group.

The Directors (including the independent non-executive Directors) believe that the terms and conditions of the Subscription, the Loan Assignment, the Shareholders Deed, the Shareholder Loan Agreement, the Counter Indemnity, and the Project Management Deed are fair and reasonable under the current market conditions and in the interests of the Group and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As certain of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Subscription and the transactions contemplated in the Loan Assignment, the Shareholders Deed, the Shareholder Loan Agreement, the Counter Indemnity, and the Project Management Deed exceed 5% but are less than 25%, the transactions constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

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

“Additional Shares”	additional 20 shares of USD1 each in the share capital of the Target subscribed by the Vendor on the same date when the Subscriber subscribed the Subscription Shares
“Board”	board of Directors
“BVI”	the British Virgin Islands
“Commencement Date”	the date on which (i) the completion of the acquisition of the Property by the Project Company from South Jacob Limited has taken place pursuant to the terms of the sale and purchase agreement in respect of the Property and (ii) the Subscriber becomes a shareholder of the Target pursuant to the terms of the Shareholders Deed
“Company”	Hanison Construction Holdings Limited (stock code: 896), a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the main board of the Stock Exchange
“Completion”	completion of the Subscription
“connected person”	has the meaning as ascribed under the Listing Rules
“Consideration”	consideration for the Subscription
“Counter Indemnity”	the counter-indemnity executed by Hanison Construction Holdings (BVI) Limited in favour of five limited partnerships which are all affiliates of the Vendor on 19 October 2016 (after trading hours)
“Directors”	directors of the Company
“Existing Loans”	the existing loans owed by the Target to the Vendor and the Subscriber in the aggregate principal amount of HK\$63,517,880

“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong
“Loan Assignment”	the Loan Assignment entered into between the Vendor, the Subscriber and the Target on 19 October 2016 (after trading hours), pursuant to which the Vendor has assigned the Sale Loan to the Subscriber
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Marketing and Leasing Agent”	the Project Manager in its provision of the marketing and leasing services for the Property
“New Loan”	a senior secured term loan facilities to be obtained by the Project Company from a financial institution in Hong Kong
“Property”	all those pieces or parcels of ground situate lying and being at Hong Kong and respectively registered in the Land Registry as Inland Lot No.1785, Inland Lot No.1786, Inland Lot No.1787, Inland Lot No.1791, Inland Lot No.1792 and the Remaining Portion of Inland Lot No.213 And of and in the messuages erections and buildings erected thereon now known as “338 Apartment” Nos.336 and 338 Queen’s Road Central, Hong Kong
“Project”	the renovation, management and marketing and leasing of the Property
“Project Company”	338 Apartment (BVI) Limited, a company with limited liability incorporated in the BVI
“Project Management Deed”	the project management deed entered into between the Project Manager, the Vendor and the Project Company on 19 October 2016 (after trading hours) in relation to the appointment of project manager for the Project
“Project Manager”	Hanison Project Management Limited, a limited company incorporated in Hong Kong, which is a wholly-owned subsidiary of the Company
“Sale Loan”	an unsecured and interest free loan in the principal amount of HK\$25,407,152, being 40% of the outstanding shareholder loan owed by the Target to the Vendor immediately before Completion
“Services”	the project management services, marketing and leasing services and such other services as the Project Manager and the Project Company may from time to time agree in writing for the Project
“Shares”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholders”	shareholders of the Company

“Shareholders Deed”	the shareholders deed entered into between the Vendor, the Subscriber and the Target on 19 October 2016 (after trading hours) in relation to the Target Companies and the Project
“Shareholder Loan Agreement”	the shareholder loan agreement entered into between the Vendor, the Subscriber and the Target on 19 October 2016 (after trading hours) in relation to the shareholders’ loan advanced and/or to be advanced by the Vendor and the Subscriber to the Target
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber”	Silver Wave International Limited, a company with limited liability incorporated in the BVI, which is a wholly-owned subsidiary of the Company
“Subscription”	the subscription of the Subscription Shares by the Subscriber
“Subscription Shares”	80 shares of USD1 each in the share capital of the Target
“Target”	338 Apartment Holdings (BVI) Limited, a company with limited liability incorporated in the BVI
“Target Companies”	the Target and the Project Company
“Undertakings”	the corporate guarantee for securing the interest payment obligations of the Project Company under the New Loan, and the undertaking to procure the completion of renovation work and fund any cost overrun in respect of the Project
“USD”	United States Dollars, the lawful currency of the United States of America
“Vendor”	338 Apartment Member (BVI) L.P., a BVI limited partnership
“%”	per cent

By Order of the Board of  
**HANISON CONSTRUCTION HOLDINGS LIMITED**  
**Wong Sue Toa, Stewart**  
*Managing Director*

Hong Kong, 19 October 2016

*As at the date of this announcement, the Board comprises:*

***Non-executive chairman***  
Mr. Cha Mou Sing, Payson

***Non-executive director***  
Mr. Cha Mou Daid, Johnson

***Executive directors***  
Mr. Wong Sue Toa, Stewart (*Managing Director*)  
Mr. Tai Sai Ho (*General Manager*)

***Independent non-executive directors***  
Mr. Chan Pak Joe  
Dr. Lau Tze Yiu, Peter  
Dr. Sun Tai Lun