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## **COMPUTECH HOLDINGS LIMITED**

**駿科網絡訊息有限公司\***

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

**(Stock code: 8081)**

### **VERY SUBSTANTIAL ACQUISITION**

#### **THE ACQUISITION**

References are made to the announcements of the Company dated 5 February 2013 and 5 March 2013 in respect of the MOU and Addendum respectively regarding the Acquisition.

The Board is pleased to announce that on 16 April 2013 (after trading hours), the Purchaser, the Vendors and the Company entered into the Sale and Purchase Agreement, pursuant to which the Purchaser has conditionally agreed to acquire, and the Vendors have conditionally agreed to sell, the Sale Shares and the Sale Loan at a total cash consideration of HK\$85,000,000, comprising HK\$17,979,000 for the Sale Shares and HK\$67,021,000 for the Sale Loan on a dollar-for-dollar basis respectively. The Target Group is principally engaged in the provision of medical diagnostic and health check services. The principal assets of the Target Group include nine health check centres and two laboratories in Hong Kong providing one-stop comprehensive medical diagnostic and health check services with advanced imaging technology and full-range laboratory services.

\* For identification purpose only

The Consideration has been/will be satisfied by the Purchaser (i) as to HK\$38,000,000 in cash as refundable deposit and was satisfied by the Purchaser within 3 calendar days after signing of the Addendum to the Vendors (being HK\$33,812,000, HK\$3,698,000 and HK\$490,000 to the First Vendor, the Second Vendor and the Third Vendor respectively) under the Addendum; and (ii) as to the remaining balance of HK\$47,000,000 to be paid in cash by the Purchaser to the Vendors (being HK\$41,819,000, HK\$4,574,000 and HK\$607,000 to the First Vendor, the Second Vendor and the Third Vendor respectively) at Completion.

Immediately after Completion, the Group will hold the entire issued share capital of the Target Company and the results of the Target Group will be consolidated into the financial statements of the Group upon Completion.

### **GEM LISTING RULES IMPLICATIONS**

As the applicable percentage ratios in respect of the Acquisition exceed 100%, the entering into of the Sale and Purchase Agreement constitutes a very substantial acquisition on the part of the Company under the GEM Listing Rules and is therefore subject to reporting, announcement and Shareholders' approval requirements under Chapter 19 of the GEM Listing Rules. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder is required to abstain from voting in favour of the resolution to approve the Acquisition and the transactions contemplated thereunder at the EGM.

### **GENERAL**

The EGM will be convened and held for the Shareholders to consider and, if through fit, to approve the Sale and Purchase Agreement and the transactions contemplated thereunder. As more time is required for preparing the information for inclusion in the circular, the circular containing, among other things, (i) further details of the Acquisition; (ii) accountant's report of the Target Group; (iii) pro forma financial information on the enlarged Group upon Completion; and (iv) the notice of EGM, will be despatched to the Shareholders on or about 31 May 2013 in accordance with the GEM Listing Rules.

References are made to the announcements made by the Company dated 5 February 2013 and 5 March 2013 in respect of the MOU and the Addendum respectively regarding the Acquisition.

The Board is pleased to announce that on 16 April 2013 (after trading hours), the Purchaser, the Vendors and the Company entered into the Sale and Purchase Agreement, pursuant to

which the Purchaser has conditionally agreed to acquire, and the Vendors have conditionally agreed to sell, the Sale Shares and the Sale Loan at a total cash consideration of HK\$85,000,000.

## **SALE AND PURCHASE AGREEMENT**

**Date:** 16 April 2013 (after the trading hours)

**Parties:**

**Purchaser:** Absolutely Talent Technology Limited, a wholly-owned subsidiary of the Company

**Vendors:**

- (1) China Gogreen Assets Investment Limited, as the First Vendor;
- (2) Town Health (BVI) Limited, as the Second Vendor;
- (3) Dr. Fung Yiu Tong, Bennet, as the Third Vendor

**Purchaser's guarantor:** the Company. Under the Sale and Purchase Agreement, the Company has agreed to guarantee in favour of the Vendors the due and punctual performance of the obligations of the Purchaser under the Sale and Purchase Agreement.

The First Vendor is an investment holding company incorporated in Bermuda with limited liabilities. The underlying principal business of the First Vendor and its subsidiaries are (i) solar energy business with a current focus on development, construction, operation and maintenance of power station projects; (ii) money lending business; and (iii) assets investment.

The Second Vendor is an investment holding company incorporated in the British Virgin Islands with limited liability. The underlying principal business of Town Health Listco, being the holding company of the Second Vendor, and its subsidiaries can be broadly categorised into the (i) provision of medical and dental service; and (ii) securities and property investment business. Town Health Listco also holds investment in companies which are principally engaged in health check business in Hong Kong and pharmaceutical business and sale of healthcare and pharmaceutical products in the PRC.

The Third Vendor is a medical practitioner in Hong Kong and is a director of the Target Company and certain subsidiaries of the Target Group. As at the date of this announcement, the First Vendor, the Second Vendor and the Third Vendor holds approximately 47.89%, 46.01% and 6.10% of the issued share capital of the Target Company respectively.

The Company has unconditionally and irrevocably guaranteed to the Vendors that it (i) shall procure the Purchaser to duly and punctually perform its obligations and duties under the Sale and Purchase Agreement; and (ii) undertake to indemnify the Vendors (if necessary by the payment of cash on first demand) fully for all liabilities, losses, damages, expenses and costs as a results of the Purchaser failing to perform or delay in performing its obligations under the Sale and Purchase Agreement.

As disclosed in the announcement of the Company dated 5 March 2013, on or about 21 February 2013, the First Vendor has become a holder of the Convertible Notes. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, save as disclosed above, each of the Vendors and its ultimate beneficial owners does not have any interest in the securities of the Company as at the date of this announcement and is an Independent Third Party.

Assuming there is no other change in the share capital of the Company, based on the total issued share capital of the Company of 557,699,728 Shares as at the date hereof, the maximum number of Conversion Shares of 263,157,894 shall represent: (i) approximately 47.19% of the issued share capital of the Company as at the date hereof; and (ii) approximately 32.06% of the share capital of the Company as enlarged by the allotment and issue of the Conversion Shares.

As also disclosed in the circular of the Company dated 2 February 2012 in relation to the issue of the Convertible Notes, the Conversion Notes are subject to the following conversion restrictions:

- (a) the conversion rights attaching to a Convertible Note cannot be exercised (and accordingly the Company will not issue Conversion Shares) if and to the extent that the total number of Conversion Shares (together with other Shares) with voting rights held by the holder of the Convertible Notes in question and parties acting in concert with it within the meaning of the Takeovers Code immediately after the issue of the relevant Conversion Shares would be more than 29.99% of the enlarged issued share capital of the Company or of such other amount equal to 0.1% below the amount as may be specified in the Takeovers Code as being the level for triggering a mandatory general offer;
- (b) if the Conversion Shares are to be issued to a connected person in which case the exercise of the relevant Conversion Rights will be subject to approval of the Shareholders in a general meeting (if required) and in compliance with relevant requirements of the GEM Listing Rules; and

- (c) the maintenance of the public float as required under Rule 11.23 of the GEM Listing Rules immediately after issue of the Conversion Shares.

As at the date hereof, the Company has no intention to redeem the Convertible Notes, and as informed by the First Vendor, they have no intention to exercise the conversion right attached to the Convertible Notes for the time being. The Board would like to aver that the sale and purchase of the Convertible Notes is a transaction between the First Vendor and the then holder of the Convertible Notes which does not concern the Company. The Board confirms that the proposed Acquisition has no relation with the acquisition of the Convertible Notes by the First Vendor, and the two transactions are independent and unrelated to each other from the Company's perspective.

### **Assets to be acquired**

The Sale Shares, representing the entire issued share capital of the Target Company, and the Sale Loan, representing all the obligations, indebtedness and liabilities due by the Target Group to the First Vendor at Completion, whether actual, contingent or deferred and irrespective of whether or not the same is due and payable at Completion.

The Sale Shares shall be sold by the Vendors as legal and beneficial owners free from any encumbrance and together with all rights attached thereto as from the Completion. The Sale Loan including all the benefits, ownership, interest and rights shall be sold by the First Vendor as beneficial owner free from any encumbrances.

### **Consideration**

The aggregate Consideration shall be HK\$85,000,000, comprising HK\$17,979,000 for the Sale Shares and HK\$67,021,000 for the Sale Loan on a dollar-for-dollar basis respectively, which has been/will be satisfied by the Purchaser in the following manner:

- (1) as to HK\$38,000,000 in cash as refundable deposit (the "Deposit"), has been satisfied by the Purchaser within 3 calendar days after signing of the Addendum to the Vendors (being HK\$33,812,000, HK\$3,698,000 and HK\$490,000 to the First Vendor, the Second Vendor and the Third Vendor respectively) under the Addendum; and
- (2) as to the remaining balance of HK\$47,000,000, will be paid in cash by the Purchaser to the Vendors (being HK\$41,819,000, HK\$4,574,000 and HK\$607,000 to the First Vendor, the Second Vendor and the Third Vendor respectively) upon Completion.

In the event that Completion does not take place in accordance with the terms of the Sale and Purchase Agreement as a result of the sole default of the Purchaser or, as the case may be, the Company, the Vendors shall forthwith be entitled to retain HK\$19,000,000 out of the Deposit as liquidated damages and shall as soon as practicable and in any event within five Business Days after the date of the notice of termination refund a sum equivalent to the difference between the Deposit and HK\$19,000,000, an amount equivalent to 50% of the Deposit, as liquidated damages, to the Purchaser and in full and final settlement of any liabilities of any parties towards the other parties and whereupon neither party to the Sale and Purchase Agreement shall take any action to claim for damages or to enforce specific performance or any other rights and remedies.

In the event that Completion does not take place in accordance with the terms of the Sale and Purchase Agreement as a result of the sole default of any of the Vendors, the Vendors shall forthwith refund the Deposit (without interest), and together pay HK\$19,000,000, an amount equivalent to 50% of the Deposit as liquidated damages, to the Purchaser and neither party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies.

In any other event that Completion does not take place in accordance with the terms of the Sale and Purchase Agreement otherwise than due to the sole default of either the Purchaser or the Vendors, the Vendors shall forthwith refund the Deposit (without interest) to the Purchaser, and neither party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies save for any antecedent breaches of the terms of the Sale and Purchase Agreement.

The Consideration was arrived at after arm's length negotiation among the Purchaser, the Vendors and the Company with reference to (i) the unaudited consolidated net assets value of the Target Group of approximately HK\$51,857,000 as at 31 December 2012; (ii) the price to earnings ratio of approximately eight times derived based on the average earnings of the Target Group for the two years ended 31 December 2012 of approximately HK\$10.11 million and the consideration of HK\$85 million, which the Board considers to be appropriate and fair as compared to the price to earnings ratio of other similar businesses in the medical industry which range from approximately 7 times to 14.9 times; (iii) the benefits to be derived by the Group from the Acquisition as mentioned hereinbelow; (iv) the business prospects of the Target Group; and (v) the stable and strong cashflow generated by the Target Group. The Consideration is intended to be funded by (i) the internal resources of the Group; (ii) the net proceeds to be received from the Fund Raising Exercise; and (iii) part of the net proceeds from the Open Offer.

As at the date hereof, while the Directors confirm that the Company has no concrete plan for the proposed Fund-Raising Exercise yet, it is expected that the net proceeds to be raised

under the Fund-Raising Exercise would be in the region of the balance of the Consideration payable, and the Fund-Raising Exercise will not involve any of the Vendors and their respective associates. In addition to the Fund-Raising Exercise, the Board has also been carefully considering all the possibilities in financing the proposed Acquisition, including but not limited to the arranging of mortgage for the Property to raise fund as general working capital and funds for other investment of the Group. Further announcement will be made by the Company regarding the Fund-Raising Exercise as and when appropriate in compliance with the GEM Listing Rules.

The Directors consider that the Consideration has been determined on normal commercial terms that are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

### **Conditions precedent**

Completion shall be conditional upon satisfaction or waiver as applicable of each of the following conditions precedent:

- (a) the Purchaser being satisfied with the results of the due diligence review to be conducted on the assets, liabilities, operations and affairs of the Target Group;
- (b) the warranties given by the Vendors under the Sale and Purchase Agreement remaining true, accurate and complete in all respects;
- (c) all necessary consents and approvals required to be obtained on the part of the Vendors in respect of the Sale and Purchase Agreement and the transactions contemplated thereby having been obtained;
- (d) all necessary consents and approvals required to be obtained on the part of the Purchaser in respect of the Sale and Purchase Agreement and the transactions contemplated thereby having been obtained;
- (e) if necessary, the passing by the Shareholders (other than those who are required to abstain from voting under the GEM Listing Rules) at an extraordinary general meeting of the Company to be convened and held of the necessary resolutions to approve the Sale and Purchase Agreement and the transactions contemplated thereunder;
- (f) the Purchaser having sufficient fund available to settle the Consideration in full.

The Purchaser may waive conditions (a), (b) and (f) (to the extent it is capable of being waived) above at any time by notice in writing to the Vendors. If the conditions have not been

satisfied or waived, other than as a result of the default of the Purchaser and/or the Company at or before 4:00 p.m. on 31 July 2013, or such later date as the Vendors and the Purchaser may agree, the Sale and Purchase Agreement shall cease and determine, thereafter the Vendors shall forthwith refund the Deposit (without interest) to the Purchaser in any event, and no parties to the Sale and Purchase Agreement shall have any obligations and liabilities towards each other thereunder save for any antecedent breaches of the terms thereof.

## **Completion**

Completion will take place on the second Business Day after the date on which the conditions precedents above have been fulfilled or waived by the Purchaser. Immediately after Completion, the Group will hold the entire issued share capital of the Target Company and the results of the Target Group will be consolidated into the financial statements of the Group upon Completion.

## **INFORMATION ON THE TARGET GROUP**

### **The Target Group**

The Target Group is principally engaged in the provision of medical diagnostic and health check services. The principal assets of the Target Group include nine health check centres and two laboratories in Hong Kong providing one-stop comprehensive and quality medical diagnostic and health check services with advanced imaging technology and full-range laboratory services. As at the date of this announcement, the Target Company is owned as to approximately 47.89%, 46.01% and 6.10% by the First Vendor, the Second Vendor and the Third Vendor respectively.



## Financial information of the Target Group

Set out below are the unaudited consolidated financial results of the Target Group for each of the two years ended 31 December 2012 prepared in accordance with Hong Kong Financial Reporting Standards:

	<b>For the year ended 31 December 2011</b>	<b>For the year ended 31 December 2012</b>
	(unaudited)	(unaudited)
	<i>HK\$'000</i>	<i>HK\$'000</i>
Turnover	193,086	185,666
Profit/(loss) before tax	(3,611)	20,486
Profit/(loss) after tax	(1,421)	21,659

As at 31 December 2012, the unaudited consolidated net assets value of the Target Group was approximately HK\$51,857,000.

## REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group is principally engaged in (i) the provision of IT services, including consultancy, technical support, systems integration, development and sales of relevant hardware and software products in Hong Kong; and (ii) money lending business in Hong Kong.

The Target Group is principally engaged in the provision of medical diagnostic and health check services. Currently, the Target Group is operating an aggregate of nine health check centres and two laboratories in Hong Kong providing one-stop comprehensive medical diagnostic and health check services with advanced inspection facilities such as medical imaging instruments and medical laboratory related services to its customers.

The Group has always been interested in looking for opportunity for the Group to diversify the existing business into a new line of business with growth potential and is optimistic about the future prospects of the medical diagnostic business. It is also the investment plan of the Group to diversify the Group's revenue stream so as to enhance Shareholders' value.

The Acquisition falls in line with the Group's plan to consolidate its business in Hong Kong. Further, the technology and managerial experience of the Group will be combined with the Target Group to achieve integration and sharing, and to provide mutual support in the technology area. Hence, the Acquisition enables the Group to leverage on its experience and expertise in managing the Target Group with an expectation to improve the Target Group's operating efficiencies.

Based on the unaudited consolidated financial results of the Target Group, the revenue and profit of the Target Group during the year ended 31 December 2012 were approximately HK\$185,666,000 and HK\$21,659,000 respectively. The Directors consider that after the Completion, the Target Group will contribute to the earnings base and working capital of the Group.

In view of the aforesaid and also taking into account of the aging population in Hong Kong and the accelerating demand in healthcare services in the local market, it is expected that the Acquisition presents a good opportunity for the Group to tap into the medical diagnostic and health check services with an aim of broadening the income base of the Group and to enable the Group to diversify its investment in a business sector with growth potential. The Directors consider that the terms of the Sale and Purchase Agreement are fair and reasonable and that the Acquisition is in the interest of the Company and the Shareholders as a whole.

The Company intends to maintain and further develop its existing business and its expected development plan is as follows:

#### **IT business**

The Company will continue to attempt to broaden the customer base and diversify the IT products to further strengthen its market position and financial performance.

#### **Money lending business**

The Company will continue to expand the loan portfolios in order to generate a healthy cash flow and steady returns.

#### **Other businesses comprising investment property and investment in fish breeding business**

The Company intends to hold the Property and continue to lease the Property out in order to receive stable rental income. The investment in fish breeding business will be maintained till the end of the investing period and the project will be accomplished by January 2014.

## **GEM LISTING RULES IMPLICATIONS**

As the applicable percentage ratio in respect of the Acquisition exceeds 100%, the entering into of the Sale and Purchase Agreement constitutes a very substantial acquisition on the part of the Company and is therefore subject to reporting, announcement and Shareholders' approval requirements under Chapter 19 of the GEM Listing Rules. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder is required to abstain from voting in favour of the resolutions to approve the Acquisition and the transactions contemplated thereunder at the EGM.

## **GENERAL**

The EGM will be convened and held for the Shareholders to consider and, if through fit, to approve the Sale and Purchase Agreement and the transactions contemplated thereunder. As more time is required for preparing the information for inclusion in the circular, the circular containing, among other things, (i) further details of the Acquisition; (ii) accountant's report of the Target Group; (iii) pro forma financial information on the enlarged Group upon Completion; and (iv) the notice of EGM, will be despatched to the Shareholders on or about 31 May 2013 in accordance with the GEM Listing Rules.

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following expressions shall have the following respective meaning:

“Acquisition”	the proposed acquisition of the Sale Shares and the Sale Loan by the Purchaser from the Vendors pursuant to the terms and conditions of the Sale and Purchase Agreement
“Addendum”	an addendum entered into between the Vendors and the Company dated 5 March 2013 to supplement the terms of the MOU
“associates”	has the meaning ascribed to it under the GEM Listing Rules
“Board”	the board of Directors
“Business Day”	a day (other than a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours

“BVI Company”	Hong Kong Health Check and Medical Diagnostic Group Limited, a company incorporated in the British Virgin Islands with limited liability and is wholly owned by the Target Company
“Company”	Computech Holdings Limited, a company incorporated in the Cayman Islands and the issued Shares of which are listed on the GEM
“Completion”	completion of the Acquisition in accordance with the Sale and Purchase Agreement
“connected person”	has the meaning ascribed to this term under the GEM Listing Rules
“Consideration”	the total cash consideration of HK\$85,000,000 payable by the Purchaser for the Sale Shares and the Sale Loan under the Sale and Purchase Agreement
“Conversion Share(s)”	new Share(s) falling to be allotted and issued by the Company upon exercise of the conversion rights attached to the Convertible Notes
“Convertible Notes”	the zero coupon convertible note due 2015 issued by the Company in the principal amount of HK\$50 million, convertible into up to 263,157,894 Shares at an adjusted conversion price of HK\$0.19 Share (subject to further adjustment)
“Directors”	the directors of the Company
“EGM”	the extraordinary general meeting of the Company to be held to approve, amongst others, the Acquisition and the transactions contemplated thereunder
“First Vendor”	China Gogreen Assets Investments Limited, a company incorporated in Bermuda, being the beneficial owner of approximately 47.89% of the issued share capital of the Target Company

“Fund-Raising Exercise”	fund raising exercise to be conducted by the Company by the issue of new Shares or other equity securities carrying rights to convert or exchange into, Shares or by the grant of credit or loan facilities to the Company, such fund raising exercise shall be conducted on such terms and conditions and in such manner as the Company shall see fit
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the Peoples’ Republic of China
“Independent Third Party”	a party which is not connected persons of the Company and is independent of the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“MOU”	the memorandum of understanding dated 5 February 2013 entered into between the Vendors and the Company in relation to the Acquisition
“Open Offer”	the open offer of 418,274,796 new Shares by the Company, details of which were set out in the announcement, the circular and the prospectus of the Company dated 22 August 2012, 12 October 2012 and 12 November 2012 respectively
“Property”	the property located at Shops Nos. 12A, 12B and 12C, Ground Floor, Hip Wo House (Ground Floor of Nos. 167A, 167B and 167C Hip Wo Street), Kowloon, Hong Kong
“Purchaser”	Absolutely Talent Technology Limited, a wholly-owned subsidiary of the Company incorporated in the British Virgin Islands with limited liability

“Sale and Purchase Agreement”	the sale and purchase agreement dated 16 April 2013 and entered into among the Vendors, the Purchaser and the Company relation to the Acquisition
“Sale Loan”	any obligations, liabilities and debts owing or incurred by the Target Group to the Vendors prior to the Completion whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Completion. As at the date of the Sale and Purchase Agreement, the Sale Loan amounted to approximately HK\$67,021,000
“Sale Shares”	10,650 shares of US\$1.00 each in the issued share capital of the Target Company, representing the entire issued share capital of the Target Company as at the date of this announcement
“Second Vendor”	Town Health (BVI) Limited, a company incorporated in the British Virgin Islands, being the beneficial owner of approximately 46.01% of the issued share capital of the Target Company
“Share(s)”	ordinary share(s) of HK\$0.10 each in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Luck Key Investment Limited, a company incorporated in the British Virgin Islands with limited liability and is owned as to approximately 47.89%, 46.01% and 6.10% by the First Vendor, the Second Vendor and the Third Vendor respectively
“Target Group”	collectively, the group of companies consisting of the Target Company and its subsidiaries, including but not limited to the BVI Company

“Third Vendor”	Dr. Fung Yiu Tong, Bennet, being the beneficial owner of approximately 6.01% of the issued share capital of the Target Company
“Town Health Listco”	Town Health International Investments Limited, a company incorporated in the Cayman Islands and continued in Bermuda and whose shares are listed on the Stock Exchange, being the sole ultimate beneficial owner of the Second Vendor
“Vendors”	collectively, the First Vendor, the Second Vendor and the Third Vendor
“%”	per cent.

By order of the Board  
**Computech Holdings Limited**  
**Yang Yue Zhou**  
*Chairman*

Hong Kong, 16 April 2013

*As at the date of this announcement, the Board comprises (i) four executive Directors, namely Mr. Yang Yue Zhou, Mr. Mak Kwong Yiu, Mr. Jiang Tan Shan and Mr. Kwok Shun Tim and (ii) three independent non-executive Directors, namely Mr. Wong Siu Keung, Joe, Mr. Wong Ching Yip and Mr. Luk Chi Shing.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in the compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the “Latest Company Announcements” page of the GEM website at <http://www.hkgem.com> for a minimum period of seven days from the date of its publication and on the website of the Company at <http://www.computech.com.hk>.*