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太陽國際資源有限公司
SUN INTERNATIONAL RESOURCES LIMITED
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 8029)

**(1) MAJOR AND CONNECTED TRANSACTION IN RELATION
TO ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL OF
SUN INTERNATIONAL SECURITIES LIMITED AND
SUN INTERNATIONAL ASSET MANAGEMENT LIMITED; AND
(2) CONTINUING CONNECTED TRANSACTIONS
IN RELATION TO MANAGEMENT SERVICES AGREEMENTS AND
LICENCE AGREEMENTS**

ACQUISITION AGREEMENT

The Board is pleased to announce that on 19 August 2015, the Purchaser, an indirect wholly-owned subsidiary of the Company, and the Vendor entered into the Acquisition Agreement pursuant to which the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, (i) the Target A Sale Shares, representing the entire issued share capital of Target A, and (ii) the Target B Sale Shares, representing the entire issued share capital of Target B at the Consideration of HK\$147,300,000 (subject to adjustment), which shall be satisfied by the Purchaser by procuring the Company to issue the Promissory Note to the Vendor upon Completion.

THE MANAGEMENT SERVICES AGREEMENTS

Pursuant to the Acquisition Agreement, upon Completion, the Vendor Group shall enter into the Management Services Agreements with each of the Target Companies, pursuant to which (i) the Vendor Group shall provide Management Services to the Target Companies; and (ii) Target A shall be permitted to participate in the marketing events organised by the Vendor Group at the sole and absolute discretion of Target A.

THE LICENCE AGREEMENTS

Pursuant to the Acquisition Agreement, upon Completion, the Vendor Group shall enter into the Licence Agreements with each of the Target Companies, pursuant to which the Vendor Group shall grant a licence to the Target Companies to use the offices.

As at the date of this announcement, the Vendor is owned as to 50% by Mr. Chau Cheok Wa and as to 50% by Ms. Yeung So Mui, the spouse of Mr. Cheng Ting Kong, an executive Director and the chairman of the Company. Each of Mr. Chau Cheok Wa and Mr. Cheng Ting Kong is a substantial shareholder and is interested in approximately 47.14% of the issued share capital of the Company and the Vendor is therefore a connected person of the Company. Accordingly, the Acquisition shall constitute a connected transaction while the Management Services Agreements and the Licence Agreements shall constitute continuing connected transactions on the part of the Company under the GEM Listing Rules.

As one or more of the relevant applicable percentage ratios calculated in accordance with the GEM Listing Rules in respect of the Transactions in aggregate exceeds 25% but less than 100%, the Acquisition constitutes a major and connected transaction on the part of the Company and is subject to the reporting, announcement and Independent Shareholders' approval requirements. As continuing connected transactions on the part of the Company, the Management Services Agreements and the Licence Agreements are subject to announcement, reporting, annual review and Independent Shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

The EGM will be convened at which the Independent Shareholders will consider, and, where appropriate, approve the Agreements and the transactions contemplated thereunder (including but not limited to the Annual Caps).

A circular containing, among other matters, (i) further details of the Transactions; (ii) the letter from an independent financial adviser to the Independent Board Committee and the Independent Shareholders; (iii) the recommendation of the Independent Board Committee to the Independent Shareholders; and (iv) a notice to convene the EGM will be despatched to the Shareholders. As the Company expects that additional time is required to prepare and finalise certain information to be included in the circular, the despatch date of the circular is expected to be on or before 15 October 2015.

As Completion is subject to the fulfilment of the conditions precedent set out in the Acquisition Agreement, the Transactions may or may not be completed. Shareholders and potential investors should exercise caution when dealing in the Shares.

Reference is made to the announcement of the Company dated 24 June 2015 in relation to, among other things, the memorandum of understanding dated 24 June 2015 entered into between the Vendor and the Purchaser relating to the possible acquisition of the Target Companies by the Purchaser.

The Board is pleased to announce that on date 19 August 2015, the Purchaser, an indirect wholly-owned subsidiary of the Company, and the Vendor entered into the Acquisition Agreement pursuant to which the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, (i) the Target A Sale Shares, representing the entire issued share capital of Target A, and (ii) the Target B Sale Shares, representing the entire issued share capital of Target B at the Consideration of HK\$147,300,000 (subject to adjustment).

THE ACQUISITION AGREEMENT

Major terms of the Acquisition Agreement are set out below.

Date: 19 August 2015 (after trading hours of the Stock Exchange)

Parties: (1) Purchaser: Infinite Success Investments Limited, an indirect wholly-owned subsidiary of the Company; and

(2) Vendor: Sun International Financial Group Limited.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor is principally engaged in investment holding. As at the date of this announcement, the Vendor is owned as to 50% by Mr. Chau Cheok Wa and as to 50% by Ms. Yeung So Mui, the spouse of Mr. Cheng Ting Kong, an executive Director and the chairman of the Company. Each of Mr. Chau Cheok Wa and Mr. Cheng Ting Kong is a substantial shareholder and is interested in approximately 47.14% of the issued share capital of the Company. Accordingly, the Vendor is a connected person of the Company under the GEM Listing Rules.

Assets to be acquired

Pursuant to the Acquisition Agreement, the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell the (i) the Target A Sale Shares, representing the entire issued share capital of Target A; and (ii) the Target B Sale Shares, representing the entire issued share capital of Target B, free from all Encumbrances with effect from Completion together with all rights attaching thereto.

The Purchaser shall not be obliged to purchase any of the Target A Sale Shares and the Target B Sale Shares unless the sale and purchase of the Target A Sale Shares and the Target B Sale Shares are completed simultaneously.

The original acquisition cost for the establishment of the Target Companies by the Vendor was approximately HK\$144,500,000. Furthermore, the Vendor will subscribe for the New Target B Shares at a total subscription price of HK\$800,000 before Completion.

Consideration

The Consideration for the purpose of the Sale Shares is HK\$147,300,000, which shall be satisfied by the Purchaser by procuring the Company to issue the Promissory Note to the Vendor upon Completion.

The Consideration was determined after arm's length negotiations between the Purchaser and the Vendor on normal commercial terms by taking into account (i) the net asset value of the Target Companies; (ii) the future plans and prospect of the principal business of the Target Companies; (iii) valuation of companies with shares listed on the Hong Kong Stock Exchange and engaging in similar business as the Target Companies; and (iv) terms and conditions of transactions which are comparable to those contemplated under the Agreements in the period of twelve months preceding the date of the Acquisition Agreement. The Directors (excluding the independent non-executive Directors whose views will be rendered after considering the recommendation from the independent financial adviser of the Company) consider the terms and conditions of the Acquisition Agreement have been arrived at after arm's length negotiations between the Purchaser and the Vendor, are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Breakeven Guarantee

Pursuant to the Acquisition Agreement, the Vendor has irrevocably and unconditionally warranted and guaranteed to the Purchaser that the aggregate profits before taxation and extraordinary items of the Target Companies for the year ending 31 March 2016 will not be less than zero (the "**Breakeven Guarantee**").

In the event the actual aggregate profit before taxation and extraordinary items of any of the Target Companies for the year ending 31 March 2016 (the "**Actual Profit**") shall be less than zero, the Vendor shall compensate the Purchaser an amount equivalent to the absolute aggregate amount of loss recorded by the Target Companies (the "**Shortfall**").

In case the Breakeven Guarantee is not fulfilled, the compensation obligation of the Vendor shall be discharged by way of setting off the Shortfall against the face value of the Promissory Note on a dollar for dollar basis within three Business Days from the date of the Guarantee Certificate (as defined below). In the event that there shall remain any balance of the Shortfall after the Promissory Note is fully set off, such balance of the Shortfall shall be paid by the Vendor to the Purchaser in cash within seven Business Days after the set-off.

The final Consideration after adjustments under the Breakeven Guarantee shall be:

Final Consideration = HK\$147,300,000 – Shortfall

The Vendor and the Purchaser shall procure that the audited financial statements of the Target Companies for the relevant period shall be prepared and reported on at the cost and expenses of the Purchaser by the auditors for the time being of the Company (the "**Auditors**") by the date falling three months after the expiry of the relevant period, and the Auditors shall issue a certificate (the "**Guarantee Certificate**") to certify the amounts of the Actual Profit. The Guarantee Certificate shall, in the absence of manifest error, be final and conclusive of the matters stated therein and binding on the Vendor and the Purchaser provided that the Vendor and the Purchaser shall procure the Auditors to consult the Vendor and the Purchaser and taken into account the Vendor's and the Purchaser's views before the issue of the Guarantee Certificate.

Subscription by Vendor before Completion

Pursuant to the Acquisition Agreement, the Vendor has irrevocably and unconditionally undertaken and covenanted with the Purchaser that, without further consideration payable by the Purchaser, the Vendor shall subscribe for, and shall procure Target B to allot and issue 800,000 New Target B Shares at a total subscription price of HK\$800,000 before Completion (the “**Subscription**”).

The New Target B Shares, together with the 6,500,000 shares of Target B already in issue as at the date of this announcement, shall constitute the Target B Sale Shares, being the entire issue share capital of Target B immediately before Completion.

Conditions precedent

Completion shall be conditional upon and subject to:

- (1) the Purchaser being satisfied with the results of the due diligence review on the assets, liabilities, operations and affairs of the Target Companies;
- (2) all necessary consents, licences and approvals from the shareholders, bankers, financial institutions and regulators required to be obtained on the part of the Vendor and the Target Companies in respect of the Acquisition Agreement and the transactions contemplated thereby having been obtained and remain in full force and effect;
- (3) all necessary consents, licences and approvals from the shareholders, bankers, financial institutions and regulators required to be obtained on the part of the Purchaser in respect of the Acquisition Agreement and the transactions contemplated thereby having been obtained and remain in full force and effect;
- (4) the passing by the Independent Shareholders at the EGM to be convened and held of ordinary resolution(s) to approve the Acquisition Agreement and the transactions contemplated thereunder (including but not limited to the issue of the Promissory Note) and all other consents and acts required under the GEM Listing Rules having been obtained and completed or, as the case may be, the relevant waiver from compliance with any of such rules having been obtained from the Stock Exchange;
- (5) all warranties given by the Vendor in the Acquisition Agreement remaining true and correct in all respects and not misleading;
- (6) if necessary, the approval from the SFC in relation to the change of substantial shareholder (as defined in the SFO) of the Target Companies having been obtained;
- (7) each of the Target Companies having employed such number of qualified responsible officers for each regulated activity as required under the SFO and the relevant rules and regulations to supervise the business of regulated activities carried on by the Target Companies at Completion;

- (8) each of the Target Companies having terminated the existing arrangement with the Vendor or its associates (as the case may be) in connection with the provision of back-office support by the Vendor and/or its associates to the Target Companies;
- (9) the Purchaser having reasonably satisfied that there has not been any material adverse change on the Target Companies since the date of the Acquisition Agreement; and
- (10) the completion of the Subscription on such terms and conditions and in such manner as may be agreed by the Purchaser.

The Vendor shall use its best endeavours to procure the fulfillment of the conditions set out in (1), (2), (5), (6), (7), (8), (9) and (10) above. The Purchaser shall use its best endeavours to procure the fulfillment of the conditions precedent set out in conditions (3) and (4) above by the Long Stop Date and may in its absolute discretion at any time waive the conditions set out in (1) and (5) above by notice in writing. Neither the Purchaser nor the Vendor may waive any of the conditions set out in (2), (3), (4), (6), (7), (8), (9) and (10) above. For the avoidance of doubt, the Purchaser shall use its best endeavours, as assisted by the Vendor, to apply for, secure and obtain the approval from SFC in relation to the change of substantial shareholder (as defined in the SFO) of the Target Companies.

If the conditions have not been fulfilled (or as the case may be, waived by the Purchaser) on or before 5:00 p.m. on the Long Stop Date, the Acquisition Agreement shall cease and determine and thereafter neither party to the Acquisition Agreement shall have any obligations and liabilities towards each other thereunder save or any antecedent breaches of the terms thereof.

Completion

Completion is conditional upon and subject to fulfilment or (if applicable) waiver of all the Conditions and will take place at within ten business days after the conditions precedent are fulfilled or waived (as the case may be) (or such other day as shall be agreed in writing between the parties to the Acquisition Agreement).

Immediately after Completion, the Target Companies will become indirect wholly-owned subsidiaries of the Company. The results of the Target Companies will be consolidated into the financial statements of the Group.

Promissory Note

The principal terms of the Promissory Note are summarized below:

Parties:	(1) the Company, as issuer and (2) the Vendor, as payee
Principal amount:	HK\$147,300,000
Interest:	2% per annum payable annually in arrears
Maturity:	the date falling on the third anniversary from the date of issue

- Transferability:** The Promissory Note may, with five (5) business days' prior notice in writing to the Company of the payee's intention to transfer or assign the Promissory Note, be freely transferable and assignable by the payee to any other person and any subsequent holder of the Promissory Note will (except as otherwise required by law) be treated as the absolute owner of the Promissory Note for all purposes.
- Redemption:** Provided that the Company has given to the payee not less than ten (10) business days' prior notice in writing, the Company shall have the right at any time prior to the maturity date of the Promissory Note redeem any part the outstanding principal amount of Promissory Note in whole or in part (in multiples of HK\$1,000,000).

MANAGEMENT SERVICES AGREEMENTS AND THE LICENCE AGREEMENTS

Pursuant to the Acquisition Agreement, upon Completion, the Vendor Group shall enter into the following agreements with each of the Target Companies:

- (i) the Management Services Agreements, pursuant to which (i) the Vendor Group shall provide Management Services to the Target Companies; and (ii) Target A shall be permitted to participate in the marketing events organised by the Vendor Group at the sole and absolute discretion of Target A for a term of one year commencing from the Completion Date; and
- (ii) the Licence Agreements, pursuant to which the Vendor Group shall grant a licence to the Target Companies to use certain premises.

The Vendor Group has been providing management services and premises required for the operation of the Target Companies in the past two years. The historical amounts paid by the Target Companies to the Vendor Group for each of the years ended 31 March 2014 and 2015 and for the three months ended 30 June 2015 are approximately HK\$8,355,000, HK\$19,839,000 and HK\$4,712,000 respectively.

Pursuant to the Management Services Agreements and the Licence Agreements, the maximum aggregate amount payable under the proposed management services agreements and the licence agreements for the period of twelve months following Completion shall be approximately HK\$9,000,000.

The reduction in management fee compared to the historical amounts paid by the Target Companies is mainly due to the lower marketing expenses as the business of the Target Companies has become more matured and that future business growth of the Target Companies will mainly be driven by increase in selling activities which would be carried out by the Target Companies' in-house staff as well as savings in administrative expenses.

The Management Services Agreements

The principal terms of the Management Services Agreements are set out below:

Target A Management Services Agreement

- Parties: (1) SIFGMS; and
(2) Target A
- Term: The period commencing from the Completion Date to 31 March 2017 (both dates inclusive)
- Scope of Management Services: (i) Provision of IT equipment and IT support services, accounting services as well as administrative services; and
(ii) Participation in the marketing events organised by SIFGMS and SIFGA at the sole and absolute discretion of Target A.
- Fee: *For Management Services:*

HK\$112,500 per month. The monthly fee was determined between the parties after arm's length negotiations with reference to the estimated expenses to be incurred by the relevant departments of SIFGMS, including the IT department and administrative services department in providing the Management Services to Target A.

Fee payable for participation in any marketing event:

The fee payable by Target A for the participation in marketing events organised by SIFGMS shall be event-based and shall be based on the estimated expenses incurred by the Vendor Group in arranging such marketing event at market rate and as agreed by both parties.
- Termination: Either party shall be entitled to terminate the Target A Management Services Agreement by not less than two months' notice in writing

The proposed Annual Caps under the Management Services Agreements were determined after arm's length negotiations between the Target Companies and the Vendor Group with reference to the following factors:

- (i) the expected resources (including equipment and staff) to be allocated to the Target Companies by the Vendor Group in relation to the provision of the Management Services;
- (ii) the prevailing market rate for engaging third party service providers for the provision of the Management Services and organizing the marketing events; and
- (iii) assuming Completion shall take place on 1 January 2016.

The Licence Agreements

The principal terms of the Licence Agreements are set out below:

Target A Licence Agreement 1

Parties:	(1) SIFGMS as licensor; and (2) Target A as licensee
Premises:	the office situated at 3703-08, 37/F, ACE Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong (the "Office 1")
Leased area:	Approximately 4,000 sq. feet (being approximately 40% of the total gross floor area of Office 1)
Permitted use:	office use
Term:	The period commencing from the date of Completion to 15 April 2018 (both dates inclusive)
Monthly licence fee:	HK\$231,000, subject to adjustments for change in management fee and government rate charged by the landlord of Office 1. The licence fee shall be payable by Target A to SIFGMS on or before the first day of each and every calendar month during the term of the Target A Licence Agreement 1.
Termination:	Either party shall be entitled to terminate the Target A Licence Agreement 1 by not less than six months' notice in writing.

**Expected maximum annual
aggregate amounts payable under
the Target A Licence Agreement 1
(the “Target A Licence 1 Annual Caps”)
for the year ending 31 March**

	2016	2017	2018	2019
Target A Licence Agreement 1	HK\$693,000	HK\$2,922,000	HK\$3,092,000	HK\$145,500

Target A Licence Agreement 2

Parties:	<p>(1) SIFGA as licensor; and</p> <p>(2) Target A as licensee</p>
Premises	the office situated at Unit 1210–1214, 12/F, China Merchants Tower, Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong (the “ Office 2 ”)
Leased area:	Approximately 1,100 sq. feet (being approximately 20% of the total gross floor area of Office 2)
Permitted use:	office use
Term:	The period commencing from the date of Completion to 31 March 2017 (both dates inclusive)
Monthly licence fee:	<p>HK\$64,000, subject to adjustments for change in rents upon expiry of the current leases on 18 August 2016, management fee and government rate charged by the landlord but in any event not exceeding HK\$69,000.</p> <p>The licence fee shall be payable by Target A to SIFGA on or before the first day of each and every calendar month during the term of the Target A Licence Agreement 2.</p>
Termination:	Either party shall be entitled to terminate the Target A Licence Agreement 2 by not less than two months’ notice in writing.

Target A Licence Agreement 4

Parties: (1) SIFGA as licensor; and
(2) Target A as licensee

Premises: the office situated at Unit 1901, 19/F, Crocodile Center, 79 Hoi Yuen Road, Kwun Tong, Hong Kong (the “Office 4”)

Leased area: Approximately 1,000 sq. feet (being approximately 15% of the total gross floor area of Office 4)

Permitted use: office use

Term: For the period commencing from the date of Completion to 31 March 2017 (both dates inclusive)

Monthly licence fee: HK\$20,000, subject to changes in rents upon expiry of the current leases on 18 September 2017, management fee and government rate charged by the landlord but in any event not exceeding HK\$22,000.

The licence fee shall be payable by Target A to SIFGA on or before the first day of each and every calendar month during the term of the Target A Licence Agreement 4.

Termination: Either party shall be entitled to terminate the Licence Agreement by not less than two months’ notice in writing

**Expected maximum
annual aggregate
amounts payable
under the Target A
Licence Agreement 4
(the “Target A
Licence 4 Annual Caps”)
for the year ending
31 March
2016 2017**

Target A Licence Agreement 4 HK\$61,500 HK\$251,500

Target B Licence Agreement

Parties:	(1) SIFGMS as licensor; and (2) Target B as licensee
Premises:	the Office 1 situated at 3703–08, 37/F ACE Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong
Leased area:	Approximately 500 sq. feet (being approximately 5% of the total gross floor area of Office 1)
Permitted use:	office use
Term:	The period commencing from the date of Completion to 15 April 2018 (both dates inclusive)
Monthly licence fee:	HK\$25,000, subject to adjustments for change in management fee and government rate charged by the landlord of office 1. The licence fee shall be payable by Target B to SIFGMS on or before the first day of each and every calendar month during the term of the Target B Licence Agreement.
Termination:	Either party shall be entitled to terminate the Management Services Agreement by not less than two months' notice in writing

**Expected maximum annual
aggregate amounts payable under
the Target B Licence Agreement
(the “Target B Licence Annual Caps”)
for the year ending 31 March**

	2016	2017	2018	2019
	HK\$	HK\$	HK\$	HK\$
Target B Licence Agreement	75,000	315,000	330,000	17,500

The licence fee payable under the Licence Agreements and the proposed Annual Caps under the Licence Agreements were determined after arm's length negotiations between the Target Companies and the Vendor Group with reference to the following factors:

- (i) the prevailing market rent of similar office premises with similar rentable area to be licenced to the Target Companies under the Licence Agreements;
- (ii) the rental fee payable by SIFGA or SIFGMS under the tenancy agreement entered into with the landlord of the respective Offices;
- (iii) the size of the floor to be used by the Target Companies as set out under the Lease Agreements;
- (iv) the standard of the leasehold improvements, furnitures and office equipment provided; and
- (v) assuming Completion shall take place on 1 January 2016.

INFORMATION OF THE TARGET COMPANIES

As at the date of this announcement, the Target Companies were 100% owned by the Vendor.

Target A is principally engaged in the provision of type 1 (dealing in securities), type 2 (dealing in futures contracts) and type 4 (advising on securities) regulated activities under the SFO in Hong Kong, while Target B is principally engaged in the provision of type 4, (advising on securities), type 5 (advising on futures contracts) and type 9 (asset management) regulated activities under the SFO in Hong Kong.

Financial information of Target A

Set out below is a summary of the key financial data of Target A based on the audited financial statements of Target A for the years ended 31 March 2014 and 31 March 2015 and the unaudited management accounts of Target A for the period from 1 April 2015 to 30 June 2015 as provided by the Vendor which were prepared in accordance with the generally accepted accounting principles in Hong Kong:

	For the year ended 31 March 2014 HK\$'000 (audited)	For the year ended 31 March 2015 HK\$'000 (audited)	For the period from 1 April 2015 to 30 June 2015 HK\$'000 (unaudited)
Revenue	3,687	13,240	8,663
Net profit/(loss) before taxation	(24,802)	(34,292)	(4,427)
Net assets	68,101	63,808	59,381

Financial information of Target B

Set out below is a summary of the key financial data of Target B based on the audited financial statements of Target B for the years ended 31 March 2014 and 31 March 2015 and the unaudited management accounts of Target B for the period from 1 April 2015 to 30 June 2015 as provided by the Vendor which were prepared in accordance with the generally accepted accounting principles in Hong Kong:

	For the year ended 31 March 2014 <i>HK\$'000</i> (audited)	For the year ended 31 March 2015 <i>HK\$'000</i> (audited)	For the period from 1 April 2015 to 30 June 2015 <i>HK\$'000</i> (unaudited)
Revenue	–	–	–
Net profit/(loss) before taxation	(833)	(1,316)	(131)
Net assets	4,214	3,898	3,767

REASONS FOR AND BENEFITS OF THE TRANSACTIONS

The Company is an investment holding company. The Group is principally engaged in provision of computer software services and equine services.

The Directors consider that the Transactions would enable the Company to diversify its business segments and enhance future Shareholders' return after the Acquisition, as well as to broaden its portfolio of services offered under the financial services business segment through direct investment in and hands-on management and operation of the Target Companies. The Management Services Agreements and the Licence Agreements allow the Target Companies to continue its existing business operations during the transition period immediately following Completion.

Having considered the factors as mentioned above, the Directors (excluding the independent non-executive Directors whose views will be rendered after considering the recommendation from the independent financial adviser of the Company) are of the view that the terms of the Acquisition Agreement (including the Consideration), the Management Services Agreements and the Licence Agreements (including the Annual Caps) are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Mr. Cheng Ting Kong, who is an associate of the Vendor and an executive Director, has a material interest in the Transactions and has abstained from voting on the relevant Board meeting for approving the Agreements and the transactions contemplated thereunder.

GEM LISTING RULES IMPLICATIONS

As at the date of this announcement, the Vendor is owned as to 50% by Mr. Chau Cheok Wa and as to 50% by Ms. Yeung So Mui, the spouse of Mr. Cheng Ting Kong, an executive Director and the chairman of the Company. Each of Mr. Chau Cheok Wa and Mr. Cheng Ting Kong is interested in approximately 47.14% of the issued share capital of the Company. Accordingly, the Vendor is a connected person of the Company. Accordingly, the Acquisition shall constitute a connected transaction while the Management Services Agreements and the Licence Agreements shall constitute continuing connected transactions on the part of the Company under the GEM Listing Rules.

As one or more of the relevant applicable percentage ratios calculated in accordance with the GEM Listing Rules in respect of the Transactions in aggregate exceeds 25% but less than 100%, the Acquisition constitutes a major and connected transaction on the part of the Company and is subject to the reporting, announcement and Independent Shareholders' approval requirements. As continuing connected transactions on the part of the Company, the Management Services Agreements and the Licence Agreements are subject to announcement, reporting, annual review and Independent Shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

The EGM will be convened at which the Independent Shareholders will consider, and, where appropriate, approve the Agreements and the transactions contemplated thereunder (including but not limited to the Annual Caps).

A circular containing, among other matters, (i) further details of the Transactions; (ii) the letter from an independent financial adviser to the Independent Board Committee and the Independent Shareholders; (iii) the recommendation of the Independent Board Committee to the Independent Shareholders; and (iv) a notice to convene the EGM will be despatched to the Shareholders. As the Company expects that additional time is required to prepare and finalise certain information to be included in the circular, the despatch date of the circular is expected to be on or before 15 October 2015.

The Acquisition is subject to, among others, the approval by the Independent Shareholders at the EGM. Each of the Vendor, Mr. Cheng Ting Kong, Ms. Yeung So Mui, Mr. Chau Cheok Wa and their respective associates is required to abstain from voting on the proposed resolution(s) to approve the Agreements and the transactions contemplated thereunder at the EGM. Save for the aforesaid and to the best knowledge of the Company, as at the date of this announcement, no other Shareholder has material interest in the Transactions and therefore no other Shareholder is required to abstain from voting on the proposed resolution(s) to approve the Agreements and the transactions contemplated thereunder at the EGM.

The Independent Board Committee comprising all the independent non-executive Directors will be formed to advise the Independent Shareholders as to the fairness and reasonableness of the Agreements (including the Annual Caps). An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

As Completion is subject to the fulfilment of the conditions precedent set out in the Acquisition Agreement, the Transactions may or may not be completed. Shareholders and potential investors should exercise caution when dealing in the Shares.

DEFINITIONS

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

“Acquisition”	the proposed acquisition by the Purchaser of the Sale Shares from the Vendor subject to and upon the terms and conditions of the Acquisition Agreement
“Acquisition Agreement”	the sale and purchase agreement dated 19 August 2015 and entered into between the Purchaser and the Vendor in relation to the Acquisition
“Agreements”	collectively, the Acquisition Agreement, the Management Services Agreements and the Licence Agreements
“Annual Caps”	collectively, the Target A Management Services Annual Caps, Target B Management Services Annual Caps, the Target A Licence 1 Annual Caps, the Target A Licence 2 Annual Caps, the Target A Licence 3 Annual Caps, the Target A Licence 4 Annual Caps and the Target B Licence Annual Caps
“associates”	has the meaning ascribed thereto under the GEM Listing Rules
“Board”	the board of Directors
“business day(s)”	a day (excluding Saturday, Sunday or public holiday) in Hong Kong on which licensed banks are generally open for business throughout the normal working hours
“BVI”	the British Virgin Islands
“Company”	Sun International Resources Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the GEM
“Completion”	completion of the Acquisition in accordance with the terms and conditions of the Acquisition Agreement
“connected person”	has the meaning ascribed to it under the GEM Listing Rules
“Consideration”	the consideration for the sale and purchase of the Sale Shares under the Acquisition Agreement
“Director(s)”	the director(s) of the Company

“EGM”	the extraordinary general meeting of the Company to be held and convened for the purpose of considering and, if thought fit, approving the Agreements and the transactions contemplated thereunder (including the Annual Caps)
“Encumbrance”	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale and purchase or sale and leaseback arrangement whatsoever nature and includes any agreement for any of the same
“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
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Board Committee”	the independent committee of the Board comprising all the independent non-executive Directors established for the purpose of advising the Independent Shareholders as to the fairness and reasonableness of the Agreements and the transactions contemplated thereunder (including the Annual Caps)
“Independent Shareholder(s)”	Shareholder(s) (other than the Vendor, Ms. Yeung So Mui, Mr. Cheng Ting Kong, Mr. Chau Cheok Wa and their respective associates) and all other Shareholders who are interested in the Agreements and the transactions contemplated hereunder
“Licence Agreements”	collectively, the Target A Licence Agreement 1, the Target A Licence Agreement 2, the Target A Licence Agreement 3, the Target A Licence Agreement 4 and the Target B Licence Agreement
“Long Stop Date”	31 January 2016, or such later date as the Vendor and the Purchaser may agree in writing
“Management Services”	the Management Services to be provided by the Vendor Group to the Target Companies pursuant to the terms and conditions of the Management Services Agreements
“Management Services Agreements”	collectively, the Target A Management Services Agreement and the Target B Management Services Agreement

“New Target B Shares”	800,000 new shares of Target B to be allotted and issued by Target B to the Vendor pursuant to the Subscription which, together with the 6,500,000 shares of Target B in issue as at the date of this announcement, shall constitute the entire issued share capital of Target B immediately before Completion
“Office 1”	the office situated at 3703–08, 37/F, ACE Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong
“Office 2”	the office situated at Unit 1210–1214, 12/F, China Merchants Tower, Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong
“Office 3”	the office situated at Unit 1007–1012, 10/F, China Merchants Tower, Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong
“Office 4”	the office situated at Unit 1901, 19/F, Crocodile Centre, 79 Hoi Yuen Road, Kwun Tong, Hong Kong
“Offices”	collectively the Office 1, the Office 2, the Office 3 and the Office 4
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Promissory Note”	the promissory note to be issued by the Company to the Vendor in the principal amount of up to HK\$147,300,000 as the Consideration
“Purchaser”	Infinite Success Investments Limited, a company incorporated in BVI with limited liability and an indirect wholly-owned subsidiary of the Company
“Sale Shares”	the Target A Sale Shares and the Target B Sale Shares
“SFC”	The Securities and Future Commission
“SFO”	The Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.04 each in the share capital of the Company
“Shareholders”	holders of the Share(s)

“SIFGA”	Sun International Financial Group (Asia) Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Vendor
“SIFGMS”	Sun International Financial Group Management Services Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Vendor
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription of New Target B Shares by the Vendor at a total subscription price of HK\$800,000 before Completion in accordance with the Acquisition Agreement
“Target A”	Sun International Securities Limited, a company incorporated in Hong Kong with limited liability and a licenced corporation under the SFO to carry out type 1 (dealing in securities), type 2 (dealing in futures contracts) and type 4 (advising on securities) regulated activities as defined under the SFO
“Target A Licence 1 Annual Caps”	the expected maximum annual aggregate rents and management fees payable by Target A to SIFGMS under the Target A Licence Agreement 1 for the years ending 31 March 2016, 2017 and 2018, as defined in the section headed “Target A Licence Agreement 1” of this announcement
“Target A Licence 2 Annual Caps”	the expected maximum annual aggregate rents and management fees payable by Target A to SIFGA under the Target A Licence Agreement 2 for the years ending 31 March 2016 and 2017, as defined in the section headed “Target A Licence Agreement 2” of this announcement
“Target A Licence 3 Annual Caps”	the expected maximum annual aggregate rents and management fees payable by Target A to SIFGA under the Target A Licence Agreement 3 for the years ending 31 March 2016, 2017 and 2018, as defined in the section headed “Target A Licence Agreement 3” of this announcement
“Target A Licence 4 Annual Caps”	the expected maximum annual aggregate rents and management fees payable by Target A to SIFGA under the Target A Licence Agreement 4 for the years ending 31 March 2016 and 2017, as defined in the section headed “Target A Licence Agreement 4” of this announcement

“Target A Licence Agreement 1”	the licence agreement to be entered into between SIFGMS and Target A in relation to the grant of licence to use Office 1 by SIFGMS
“Target A Licence Agreement 2”	the licence agreement to be entered into between SIFGA and Target A in relation to the grant of licence to use Office 2 by SIFGA
“Target A Licence Agreement 3”	the licence agreement to be entered into between SIFGA and Target A in relation to the grant of licence to use Office 3 by SIFGA
“Target A Licence Agreement 4”	the licence agreement to be entered into between SIFGA and Target A in relation to the grant of licence to use Office 4 by SIFGA
“Target A Management Services Agreement”	the management services agreement to be entered into between SIFGMS and Target A in respect of the provision of Management Services by SIFGMS to Target A
“Target A Management Services Annual Caps”	the expected maximum annual aggregate fees payable by Target A to SIFGMS under the Target A Management Services Agreement for the years ending 31 March 2016 and 2017, as defined in the section headed “Target A Management Services Agreement” of this announcement
“Target A Sale Shares”	140,000,000 shares in the issued share capital of Target A, representing the entire issued share capital of Target A
“Target B”	Sun International Asset Management Limited, a company incorporated in Hong Kong with limited liability and a licenced corporation under the SFO to carry out type 4 (advising on securities), type 5 (advising on futures contracts) and type 9 (asset management) regulated activities as defined under the SFO
“Target B Licence Agreement”	the licence agreement to be entered into between SIFGMS and Target B in relation to the grant of licence to use Office 1 by SIFGMS
“Target B Licence Annual Caps”	the expected maximum annual aggregate rents and management fees payable by Target B to SIFGMS under the Target B Licence Agreement for the years ending 31 March 2016, 2017 and 2018, as defined in the section headed “Target B Licence Agreement” of this announcement

“Target B Management Services Agreement”	the management services agreement to be entered into between SIFGMS and Target B in respect of the provision of Management services by SIFGMS to Target B
“Target B Management Services Annual Caps”	the expected maximum annual aggregate fees payable by Target B to SIFGMS under the Target B Management Services Agreement for the years ending 31 March 2016 and 2017, as defined in the section headed “Target B Management Services Agreement” of this announcement
“Target B Sale Shares”	6,500,000 shares in the issued share capital of Target B and the 800,000 New Target B Shares to be allotted and issued by Target B to the Vendor pursuant to the Subscription, representing the entire issued share capital of Target B immediately before Completion
“Target Companies”	Target A and Target B
“Transactions”	the Acquisition and the transactions as contemplated under the Management Services Agreements and the Licence Agreements
“Vendor”	Sun International Financial Group Limited, a company incorporated in BVI with limited liability
“Vendor Group”	the vendor and its subsidiaries (excluding the Target Companies)
“HK\$”	Hong Kong dollar(s), the lawful currency for the time being of Hong Kong
“%”	per cent

By order of the Board
Sun International Resources Limited
Cheng Ting Kong
Chairman

Hong Kong, 19 August 2015

As at the date of this announcement, the Board comprises four executive directors, namely, Mr. Cheng Ting Kong, Ms. Cheng Mei Ching, Mr. Lee Chi Shing, Caesar and Mr. Lui Man Wah and three independent non-executive Directors, namely, Mr. Chan Tin Lup, Trevor, Mr. Tou Kin Chuen and Mr. Wang Zhigang.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in 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 www.hkgem.com for at least 7 days from the date of posting and on the designed website of this Company at <http://www.sun8029.com/>.