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**MAJOR TRANSACTION:  
ACQUISITION OF THE ENTIRE ISSUED CAPITAL  
OF THE TARGET**

**THE SP AGREEMENT**

The Board wishes to announce that after trading hours on 6 October 2015, the Company as purchaser and the Vendor entered into the SP Agreement, pursuant to which the Company has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell, the Sale Shares, representing the entire issued share capital of the Target at Completion, at a cash consideration of HK\$62.0 million. The Vendor is an Independent Third Party.

The Target is an investment holding company and its principal asset is the Property, which is a commercial unit in Central and is currently leased out to an Independent Third Party.

**IMPLICATIONS UNDER THE LISTING RULES**

As certain percentage ratios in respect of the Acquisition are more than 25% but all percentage ratios are less than 100%, the Acquisition constitutes a major transaction for the Company under the Listing Rules and is subject to notification, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

\* For identification purposes only

The SGM will be convened for the purpose of, among other matters, considering, and if thought fit, approving the SP Agreement and the transactions contemplated thereunder. A circular containing, among other things, (i) details of the Acquisition, the SP Agreement and the transactions contemplated thereunder; (ii) other information as required to be disclosed under the Listing Rules; and (iii) the notice of the SGM and a form of proxy are expected to be despatched to the Shareholders on or before 20 November 2015 as more time is required to prepare the information for inclusion in the circular.

The Board wishes to announce that after trading hours on 6 October 2015, the Company and the Vendor entered into the SP Agreement in respect of the Acquisition.

The principal terms of the SP Agreement are set out below:

## **THE SP AGREEMENT**

### **Date**

6 October 2015

### **Parties**

Vendor: GET Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the shares of which are listed on GEM (Stock Code: 8100)

Purchaser: the Company

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, (i) the principal activity of the Vendor is investment holding; and (ii) each of the Vendor and its ultimate beneficial owners is an Independent Third Party.

### **Assets to be acquired**

The Vendor has conditionally agreed to sell, and the Company has conditionally agreed to acquire, the Sale Shares, representing the entire issued share capital of the Target at Completion, free from all encumbrances and together with all rights and benefits attaching thereto at any time on or after the Completion Date.

## Consideration

The Consideration for the Acquisition payable by the Company to the Vendor is HK\$62.0 million and shall be payable by the Company to the Vendor in the following manner:

- (1) as to HK\$3.1 million (“**Deposit**”) within seven calendar days from the date of signing of the SP Agreement as refundable deposit; and
- (2) as to the remaining balance of HK\$58.9 million upon Completion.

The Consideration shall be settled by the Company in cash. The Deposit was funded by the Group’s internal resources and the remaining balance of the Consideration will be funded by the net proceeds from the Placing.

The Consideration was arrived at after arm’s length negotiations between the Vendor and the Company on normal commercial terms with reference to the preliminary valuation of the Property of approximately HK\$62.5 million as at 5 October 2015 conducted by an independent professional valuer.

## Conditions precedent

Completion shall be conditional upon the following conditions precedent:

- (1) settling of the entire amount of the Shareholder’s Loan by the Target to the Vendor by way of issuing and allotment of an additional 100 shares of the Target to the Vendor as fully paid-up shares of the Target and such additional shares of the Target shall rank *pari passu* with the existing issued shares of the Target (“**Capitalisation Arrangement**”);
- (2) the Company being reasonably satisfied with the results of the due diligence exercise (whether on legal, accounting, financial, operational, properties or other aspects that the Company may consider necessary including but not limited to the Target’s title to the Property) on the Target and its assets, properties, liabilities, activities, operations, prospects and other status which the Company, its agents or professional advisers think reasonably necessary and appropriate to conduct;
- (3) the Vendor having complied with the requirements under the GEM Listing Rules in respect of the transactions contemplated under the SP Agreement;

- (4) the Company having complied with the requirements under the Listing Rules in respect of the transactions contemplated under the SP Agreement;
- (5) the purchase of the Sale Shares and other transactions as contemplated under the SP Agreement having been approved by the Shareholders (who are not required to abstain from voting in such respect under the Listing Rules or otherwise) at the SGM;
- (6) the completion of the Placing and that the Placing having raised net proceeds of not less than HK\$62.0 million;
- (7) the Company being satisfied, from the date of the SP Agreement and at any time before the Completion, that the Warranties remain true, accurate and not misleading and that no events have occurred that would result in any breach of any of the Warranties or other provisions of the SP Agreement by the Vendor;
- (8) there being no Material Adverse Change up to Completion;
- (9) (if applicable) all such waivers, consents or other documents as the Company may require in relation to the completion of the transactions contemplated under the SP Agreement having been obtained; and
- (10) (if applicable) all such waivers, consents or other documents as the Vendor may require in relation to the completion of the transactions contemplated under the SP Agreement having been obtained.

The Company may waive the conditions precedent referred to in paragraphs (2), (7) and (8) above at any time before the Long Stop Date by notice in writing to the Vendor. Save as aforesaid, none of the other conditions precedent above is capable of being waived.

If any of the above conditions precedent have not been fulfilled or waived on or before 5:00 p.m. Hong Kong time on the Long Stop Date, all rights and obligations of the parties under the SP Agreement shall cease and terminate, save and except for (i) certain provisions relating to confidentiality, costs and expenses and certain miscellaneous matters shall remain in full force and effect, and no party shall have any claim against the other save for claim (if any) in respect of such continuing provisions or any antecedent breach thereof; and (ii) the Vendor shall within five business days after the earlier of (a) the Long Stop Date; or (b) the earliest date on which any condition precedent above is incapable of being fulfilled return an amount equal to the Deposit, without interest, to the Company (or it may direct).

## Completion

Subject to the fulfillment or waiver (as the case may be) of all the above conditions precedent, Completion shall take place within five business days after the last outstanding conditions precedent above (other than those conditions precedent which are only capable of being fulfilled upon Completion) shall have been fulfilled or waived (or such other date as the Vendor and the Company may agree in writing) on which Completion is to take place.

Immediately after Completion, the Target will become a wholly-owned subsidiary of the Company, and the financial results of the Target will be consolidated with the results of the Group.

## INFORMATION ON THE TARGET

The Target is a company incorporated in the British Virgin Islands with limited liability on 12 March 2015. The principal business of the Target is investment holding and its principal asset is the Property, which is currently leased to and occupied as an office by an Independent Third Party at a monthly rental of HK\$85,176 (exclusive of government rent, rates, management fees, air-conditioning charges and all other outgoings) for a period from 1 March 2014 to the end of February 2016. Save for such existing tenancy, no other information relating to the leasing of the Property for the past two years before the date of the SP Agreement has been provided by the Vendor.

As at 30 September 2015, the Target was indebted to the Vendor the Shareholder's Loan of approximately HK\$58,935,000. As a condition precedent to the Acquisition as set out in the sub-paragraph headed "The SP Agreement – Conditions Precedent" above, the Vendor and the Target will effect the Capitalisation Arrangement to the effect that the Shareholder's Loan will be settled in full by way of capitalisation before Completion.

The unaudited financial information of the Target for the period from 12 March 2015 (being the date of incorporation of the Target) to 30 September 2015 is set out below:

	<b>For the period from 12 March 2015 to 30 September 2015</b>
	<i>HK\$ approximately</i>
Turnover	–
Net loss (before taxation)	5,098,000
Net loss (after taxation)	5,098,000

The unaudited total asset value and net liabilities of the Target as at 30 September 2015 were approximately HK\$54,008,000 and HK\$5,097,000 respectively. As the Target was incorporated on 12 March 2015, save as disclosed above, no other information regarding its profit or loss for the two immediately preceding financial years is available for presentation in this announcement.

## **REASONS FOR AND BENEFITS OF THE ACQUISITION**

The Group is principally engaged in (i) the manufacture and sale of medical devices products; (ii) the manufacturing and sale of plastic moulding products; (iii) the provision of public relations services; and (iv) the provision of human resources management services.

The principal asset of the Target is the Property, which is located at Office 503 (also known as Unit 503), 5th Floor, Wing On House, No. 71 Des Voeux Road Central, Hong Kong. The Directors consider that the Acquisition will enable the Group to purchase a property which may be used by the Group upon termination of the existing lease and realise the Property for capital gain if there is an increase in the value of the Property in the future.

The terms of the SP Agreement were determined after arm's length negotiations between the parties thereto and the Directors are of the view that the terms of the SP Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **IMPLICATIONS UNDER THE LISTING RULES**

As certain percentage ratios in respect of the Acquisition are more than 25% but all percentage ratios are less than 100%, the Acquisition constitutes a major transaction for the Company under the Listing Rules and is subject to notification, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

The SGM will be convened for the purpose of, among other matters, considering, and if thought fit, approving the SP Agreement and the transactions contemplated thereunder. To the best knowledge of the Directors, no Shareholder has a material interest in the Acquisition. Accordingly, no Shareholder will be required to abstain from voting at the SGM in respect of the resolution approving the SP Agreement and the transactions contemplated thereunder.

A circular containing, among other things, (i) details of the Acquisition, the SP Agreement and the transactions contemplated thereunder; (ii) other information as required to be disclosed under the Listing Rules; and (iii) the notice of the SGM and a form of proxy are expected to be despatched to the Shareholders on or before 20 November 2015 as more time is required to prepare the information for inclusion in the circular.

## **DEFINITIONS**

Unless otherwise specified, the following terms have the following meanings in this announcement:

“Acquisition”	the acquisition of the Sale Shares
“Board”	the board of Directors
“Company” or “Purchaser”	AMCO United Holding Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Acquisition in accordance with the terms and conditions of the SP Agreement
“Completion Date”	the date of Completion, which means within five business days after the last outstanding conditions precedent as set out in sub-paragraph headed “The SP Agreement – Conditions Precedent” above (other than those conditions precedent which are only capable of being fulfilled upon Completion) shall have been fulfilled or waived (or such other date as the Vendor and the Company may agree in writing) on which Completion is to take place

“connected person(s)”	has the meaning as ascribed to it in the Listing Rules
“Consideration”	the aggregate sum of HK\$62.0 million, being the consideration for purchase of the Sale Shares
“Director(s)”	the director(s) of the Company
“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 People’s Republic of China
“Independent Third Party(ies)”	a party who is not a connected person 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
“Long Stop Date”	1 February 2016 (or such later date as the Vendor and the Company may agree in writing)
“Material Adverse Change”	any change (or effect) which has a material and adverse effect on the financial position, business or prospects or results of operations, of the Target as a whole



“Placing”	the proposed offer by way of private placing of a maximum of 874,100,000 new shares of the Company to placee(s), on a best endeavour basis, pursuant to the conditional placing agreement dated 14 July 2015 entered into between the Company and Gransing Securities Co., Limited (as supplemented by the supplemental agreement dated 31 August 2015), details of which are set out in the announcements of the Company dated 14 July 2015 and 31 August 2015
“Property”	Office 503 (also known as Unit 503), 5th Floor, Wing On House, No. 71 Des Voeux Road Central, Hong Kong
“Sale Shares”	200 issued shares in the share capital of the Target, which shall represent the entire issued share capital of the Target at Completion
“SGM”	a special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the SP Agreement and the transactions contemplated thereunder
“Share(s)”	share(s) of the Company of HK\$0.01 each
“Shareholder(s)”	holder(s) of the Shares(s)
“Shareholder’s Loan”	an amount as equals the face value of the entire sum owing by the Target to the Vendor immediately before Completion, and as at 30 September 2015, such sum amounted to approximately HK\$58,935,000
“SP Agreement”	the sale and purchase agreement dated 6 October 2015 entered into between the Vendor and the Company in relation to the Acquisition

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target”	Bonus First Group Limited, a company incorporated in the British Virgin Islands with limited liability and is wholly owned by the Vendor, being the subject matter of the Acquisition
“Vendor”	GET Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the shares of which are listed on GEM (Stock Code: 8100)
“Warranties”	the representations, warranties and undertakings given by the Vendor under the SP Agreement
“%”	per cent.

On behalf of the Board  
**AMCO United Holding Limited**  
**YIP Wai Lun, Alvin**  
*Chairman and Managing Director*

Hong Kong, 6 October 2015

*As at the date of this announcement, Mr. Yip Wai Lun, Alvin, Ms. Leung Mei Han, Mr. Cheng Kin Chor and Mr. Leung Kelvin Ming Yuen are the executive Directors; and Mr. Wong Siu Ki, Mr. Chan Ngai Sang Kenny and Mr. Li Kwok Fat are the independent non-executive Directors.*