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## UNIVERSE INTERNATIONAL HOLDINGS LIMITED

### 寰宇國際控股有限公司\*

*(Incorporated in Bermuda with limited liability)*

(Stock Code: 1046)

#### ADDENDUM TO MEMORANDUM OF UNDERSTANDING IN RESPECT OF POSSIBLE INVESTMENT AND PAYMENT OF EARNEST MONEY

Reference is made to the announcement of the Company dated 1 June 2015 (“**Announcement**”) in relation to the non-legally binding memorandum of understanding (“**MOU**”) between Fragrant River Entertainment Culture (holdings) Limited, a wholly owned subsidiary of the Company (“**Purchaser**”) and two potential sellers (“**Potential Sellers**”) in respect of possible investment (“**Possible Investment**”) in a company incorporated in the British Virgin Islands with limited liability (“**Target**”) by way of (i) possible acquisition of all or part of the Potential Sellers’ shareholdings in the Target (“**Acquisition**”); and/or (ii) possible subscription for new shares in the Target (“**Subscription**”).

Capitalised terms used in this announcement shall have the same meanings as those defined in the Announcement unless otherwise specified.

The Board wishes to announce that on 30 June 2015, the Purchaser, the Potential Sellers and two directors of the Target (“**Guarantors**”), as guarantors, entered into a legally binding addendum to supplement the MOU (“**Addendum**”).

#### THE ADDENDUM

Principal terms of the Addendum includes:

- (1) The Purchaser has agreed to pay, within 7 calendar days from the date of the Addendum, to the Sellers (or as they may direct) a sum of HK\$2,000,000 as earnest money for the Possible Investment (“**Earnest Money**”).
- (2) In the event that the Formal Agreement is entered into by the Purchaser and the Sellers and (if so required by the Purchaser) the Guarantors and/or (where appropriate) the Target prior to the date on which the Exclusivity Period expires (“**Long Stop Date**”), the Earnest Money shall be applied towards to reduce the Purchaser’s obligation to pay an equivalent amount of the cash portion of the purchase price of the Acquisition and/or, as the case may be, the subscription price for the Subscription (“**Consideration**”) under the Formal Agreement.

\* for identification purposes only

- (3) In the event that the Formal Agreement is not entered into by the Purchaser and the Sellers and (if so required by the Purchaser) the Guarantors and/or (where appropriate) the Target prior to the Long Stop Date, the Sellers shall, within 7 calendar days after the Long Stop Date pay to the Purchaser a sum which is equal to the Earnest Money.
- (4) Without prejudice to paragraph (3) above:
- (a) in the event that the Consideration agreed between the relevant parties named in the Formal Agreement does not comprise any cash portion, the Sellers and the Guarantors shall, within 7 calendar days after the entering into of the Formal Agreement, pay to the Purchaser a sum which is equal to the Earnest Money; or
- (b) in the event that the cash portion comprised in the Consideration agreed between the relevant parties named in the Formal Agreement is less than the Earnest Money, the Sellers and the Guarantors shall, within 7 calendar days after the entering into of the Formal Agreement, pay to the Purchaser a sum which is equal to the difference between the Earnest Money and the amount of the cash portion comprised in the Consideration.
- (5) The obligations of the Sellers and the Guarantors under the Addendum (including, without limitation, any moneys expressed to be payable under the Addendum) are joint and several.

## **GENERAL**

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, each of the Potential Sellers, its respective ultimate beneficial owner(s) and the Guarantors is a third party independent of the Company and its connected persons (as defined in the Listing Rules) and their respective associates (as defined in the Listing Rules).

None of the percentage ratios in respect of the payment of the Earnest Money under the Addendum exceeds 5% and the payment of the Earnest Money under the Addendum does not constitute any notifiable transaction of the Company under the Listing Rules. The Board wishes to emphasise that the MOU as supplemented by the Addendum may or may not lead to the entering into of the Formal Agreement and the transactions contemplated thereunder may or may not be consummated. In the event that the Formal Agreement materialises, the transactions contemplated thereunder may constitute notifiable transactions of the Company under the Listing Rules. Further announcement(s) will be made by the Company as and when appropriate.

On behalf of the Board  
**Universe International Holdings Limited**  
**Lam Shiu Ming, Daneil**  
*Chairman and Executive Director*

Hong Kong, 30 June 2015

*As at the date of this announcement, the executive Directors are Mr. Lam Shiu Ming, Daneil, Mr. Hung Cho Sing, Mr. Yeung Kim Piu and Mr. Lam Kit Sun, the non-executive Director is Mr. Chan Shiu Kwong Stephen, and the independent non-executive Directors are Mr. Lam Wing Tai, Mr. Choi Wing Koon and Mr. Lam Chi Keung.*