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OURGAME INTERNATIONAL HOLDINGS LIMITED

聯眾國際控股有限公司*

(a company incorporated under the laws of the Cayman Islands with limited liability)

(Stock code: 6899)

DISCLOSEABLE TRANSACTION LEASE AGREEMENT

LEASE AGREEMENT

On 24 March 2017, Allied eSports International, an indirect non wholly-owned subsidiary of the Company, as the tenant, entered into the Lease Agreement with Ramparts, Inc., pursuant to which Ramparts, Inc. agreed to lease the Premises to Allied eSports International for an initial term of 60 calendar months plus any partial month from the Commencement Date to the end of the calendar month in which the Commencement Date falls.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Ramparts, Inc. and its ultimate beneficial owners are third parties independent from the Group and connected persons of the Group.

IMPLICATIONS UNDER THE LISTING RULES

As the applicable percentage ratio calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Lease Agreement is more than 5% but less than 25%, the transaction contemplated under the Lease Agreement constitutes a discloseable transaction of the Company and is exempted from Shareholders' approval requirement but is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

INTRODUCTION

On 24 March 2017, Allied eSports International, an indirect non wholly-owned subsidiary of the Company, as the tenant, entered into the Lease Agreement with Ramparts, Inc., pursuant to which Ramparts, Inc. agreed to lease the Premises to Allied eSports International for an initial term of 60 calendar months plus any partial month from the Commencement Date to the end of the calendar month in which the Commencement Date falls.

THE LEASE AGREEMENT

Principal terms of the Lease Agreement are summarized below:

- Date:** 24 March 2017
- Parties:** (1) Allied eSports International, as the tenant
(2) Ramparts, Inc., as the landlord
- Premises:** Approximately 30,000 square feet within the Hotel Complex, which is designated in the Lease Agreement
- Permitted Use:** The operation of an eSports competition area and experience center where customers play, compete and view eSports. Allied eSports International will also serve food and beverages at the Premises and allow for broadcasting of the competitions held at the Premises and may sell ancillary merchandise associated with the arena. Allied eSports International must not conduct any gaming activity within the Premises; provided, however, that Ramparts, Inc. may conduct gaming activity within the Premises
- Initial Term:** 60 calendar months, plus any partial month from the Commencement Date to the end of the calendar month in which the Commencement Date falls

Extension Term: Allied eSports International has the option to extend the Initial Term for an extension term of 60 calendar months commencing upon the expiration of the Initial Term, provided that (i) Allied eSports International has notified Ramparts, Inc. in writing that it desires to extend the term no earlier than 15 months and no later than 9 months prior to the expiration of the Initial Term, and (ii) no uncured event of default exists at the time Allied eSports International exercises the option

Security Deposit: US\$625,000 (approximately RMB4,305,562.5), subject to certain reductions

Minimum Annual Rent: During the Initial Term, Allied eSports International shall pay a minimum annual rent of US\$1,500,000 (approximately RMB10,333,350), payable in equal consecutive monthly installments of US\$125,000 (approximately RMB861,112.5) in advance on the Commencement Date (or a prorated portion for the month if the Commencement Date does not fall on the first day of the month) and thereafter on the first day of each month.

During the Extension Term, Allied eSports International shall pay a minimum annual rent of US\$1,650,000 (approximately RMB11,366,685), payable in equal consecutive monthly instalments of US\$137,500 (approximately RMB947,223.75)

Percentage Rent: Allied eSports International shall pay to Ramparts, Inc. for each Lease Year of the term an amount equals to 7% multiplied by the amount of the total Gross Sales exceeding the Minimum Annual Rent during such Lease Year.

During the Initial Term and the Extension Term, the amount of Percentage Rent shall not exceed US\$3,000,000 (approximately RMB20,666,700) per Lease Year

REASONS FOR AND BENEFITS OF THE TRANSACTION

Allied eSports International has entered into the Lease Agreement with a view to expand its eSports business in the United States of America and to generate income for the Group, which will create value for the Shareholders and increase Shareholders' return.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Ramparts, Inc. and its ultimate beneficial owners are third parties independent from the Group and connected persons of the Group.

The Board is of the view that the Lease Agreement was entered into at arm's length at the prevailing market rent and on normal commercial terms. The Directors are of the view that the terms of the Lease Agreement are fair and reasonable and in the best interests of the Company and the Shareholders as a whole.

INFORMATION ABOUT THE PARTIES

Allied eSports International is a wholly-owned subsidiary of Tianjin Allied eSports Internet Technology Co., Ltd. (天津聯盟電競網絡科技有限公司), an indirect non wholly-owned subsidiary of the Company and is primarily engaged in the operation of eSports events.

The Company is principally engaged in the operation of online and offline mind-sports in the PRC and globally. As at the date of this announcement, the Group holds various investments in mind-sports across an array of platforms including PC, mobile and real life tournaments.

Ramparts, Inc. is a company incorporated in the State of Nevada, the United States of America and operates the Hotel Complex.

IMPLICATIONS UNDER THE LISTING RULES

As the applicable percentage ratio calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Lease Agreement is more than 5% but less than 25%, the transaction contemplated under the Lease Agreement constitutes a discloseable transaction of the Company and is exempted from Shareholders' approval requirement but is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the meaning ascribed to them below:

“Allied eSports International”	Allied eSports International, Inc., a company incorporated in the State of Nevada, the United States of America, and a subsidiary owned by the Company as to 60.45%
“Board”	the board of directors of the Company

“Commencement Date”	the earlier of (i) the date upon which Allied eSports International opens the Premises to the public for business, or (ii) the Required Completion Date
“Company”	Ourgame International Holdings Limited, a company incorporated in the Cayman Islands, the shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Extension Term”	has the meaning attributed to it in the section headed “ <i>The Lease Agreement</i> ”
“Gross Sales”	the aggregate selling price of all products, merchandise, content, advertising, goods and services, generated, produced, sold, developed, displayed, ordered or received in, upon or from the Premises or distributed in, upon or from the Premises, with certain exclusions
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hotel Complex”	Luxor Hotel and Casino (as such name may be modified from time to time by Ramparts, Inc. in its sole discretion), which is located in Las Vegas, the State of Nevada, the United States of America, together with any and all ancillary buildings, structures, parking decks and other related areas
“Initial Term”	has the meaning attributed to it in the section headed “ <i>The Lease Agreement</i> ”
“Lease Agreement”	the lease agreement dated 24 March 2017 entered into between Allied eSports International and Ramparts, Inc. in relation to the Premises

“Lease Year”	the first “Lease Year” shall be a period beginning on the Commencement Date and ending on December 31 next following; after the first Lease Year, the term “Lease Year” shall mean a fiscal year of 12 consecutive calendar months commencing on 1 January of each calendar year, except that the final Lease Year of the Term shall be a period of less than 12 consecutive calendar months in the event that the expiration or termination of the Lease Agreement occurs on a date other than 31 December
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Minimum Annual Rent”	has the meaning attributed to it in the section headed “ <i>The Lease Agreement</i> ”
“Percentage Rent”	has the meaning attributed to it in the section headed “ <i>The Lease Agreement</i> ”
“Permitted Use”	has the meaning attributed to it in the section headed “ <i>The Lease Agreement</i> ”
“PRC”	the People’s Republic of China, which for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Premises”	has the meaning attributed to it in the section headed “ <i>The Lease Agreement</i> ”
“Required Completion Date”	the date for completing the work performed by Allied eSports International in order to complete the Premises for its Permitted Use, which must be no later than 365 days after the actual date on which Ramparts, Inc. delivers possession of the Premises to Allied eSports International
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	holder(s) of the Share(s) of the Company from time to time

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“US\$”	United States dollars, the lawful currency of the United States of America
“%”	per cent

For illustration purposes, amounts in US\$ in this announcement have been translated into RMB at RMB1 = US\$0.145.

By order of the Board
Ourgame International Holdings Limited
YANG Eric Qing
Chairman and Executive Director

Beijing, 24 March 2017

As at the date of this announcement, the executive Directors are Mr. YANG Eric Qing and Mr. NG Kwok Leung Frank; the non-executive Directors are Mr. LIU Jiang, Mr. HUA Guanfa, Mr. FAN Tai and Mr. CHEN Xian; the independent non-executive Directors are Mr. GE Xuan, Mr. LU Zhong and Mr. CHEUNG Chung Yan David.

* *For identification purposes only*