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**珠光控股**  
ZHUGUANG HOLDINGS

**ZHUGUANG HOLDINGS GROUP COMPANY LIMITED**

**珠光控股集團有限公司\***

*(incorporated in Bermuda with limited liability)*

**(Stock Code: 1176)**

**Financial adviser to the Company**



**SUPPLEMENTAL AGREEMENTS IN RELATION TO ACQUISITION OF  
APPROXIMATELY 28.44% INTERESTS IN THE TARGET COMPANY**

Reference is made to the announcement of the Company dated 29 June 2018 and the circular of the Company dated 19 September 2018 in relation to the acquisition of approximately 28.44% interests in the Target Company (the “**Announcements**”). Unless the context otherwise requires, capitalised terms used in this announcement shall have the same meanings as defined in the Announcements.

**THE SUPPLEMENTAL AGREEMENT A**

On 26 September 2018 (after trading hours), the Company entered into the supplemental agreement with Vendor A (“**Supplemental Agreement A**”) pursuant to which the parties agreed to (i) extend the deadline of completion of the Sale and Purchase Agreement A from 27 September 2018 to 31 October 2018 (or such other earlier day as to be agreed by the parties in writing); and (ii) increase the Purchaser’s Guarantee Payment from HK\$10 million to HK\$30 million (the “**Purchaser’s Guarantee Payment A**”, of which HK\$10 million purchaser’s guarantee payment has already been made to Vendor A pursuant to the Sale and Purchase Agreement A) and the Company shall pay such additional amount of HK\$20 million in the Purchaser’s Guarantee Payment A to Vendor A within 5 Business Days after the date of Supplemental Agreement A.

*\* For identification purpose only*

In the event that completion of the Sale and Purchase Agreement A (as supplemented by the Supplemental Agreement A) does not take place, save for any force majeure events or the fault of Vendor A, the Purchaser's Guarantee Payment A shall be forfeited by Vendor A. If any force majeure events or the fault of Vendor A resulting in the failure of completion of the Sale and Purchase Agreement A (as supplemented by the Supplemental Agreement A), Vendor A shall repay the Purchaser's Guarantee Payment A to the Company within 10 Business Days upon receipt of the written notice of the Company.

The Company shall pay the remaining consideration of HK\$1,091,551,200 on the date of completion of the Sale and Purchase Agreement A (as supplemented by the Supplemental Agreement A).

Saved as disclosed above, all the terms and conditions of the Sale and Purchase Agreement A shall remain unchanged and in full force and effect and binding on the parties. In case of any conflicts or inconsistency between the terms of the Sale and Purchase Agreement A and the Supplemental Agreement A, the terms of the Supplemental Agreement A shall prevail.

## **THE SUPPLEMENTAL AGREEMENT B**

On 26 September 2018 (after trading hours), the Company entered into the supplemental agreement with Vendor B and Vendor B Guarantor ("**Supplemental Agreement B**", and together with the Supplemental Agreement A, the "**Supplemental Agreements**") pursuant to which the parties agreed to (i) extend the deadline of completion of the Sale and Purchase Agreement B from 27 September 2018 to 31 October 2018 (or such other earlier day as to be agreed by the parties in writing); and (ii) increase the purchaser's guarantee payment from HK\$10 million to HK\$30 million (the "**Purchaser's Guarantee Payment B**", of which HK\$10 million purchaser's guarantee payment has already been made to Vendor B pursuant to the Sale and Purchase Agreement B) and the Company shall pay such additional amount of HK\$20 million in the Purchaser's Guarantee Payment B to Vendor B pursuant to the Sale and Purchase Agreement B within 5 Business Days after the date of Supplemental Agreement B.

In the event that completion of the Sale and Purchase Agreement B (as supplemented by the Supplemental Agreement B) does not take place, save for any force majeure events or the fault of Vendor B, the Purchaser's Guarantee Payment B shall be forfeited by Vendor B. If any force majeure events or the fault of Vendor B resulting in the failure of completion of the Sale and Purchase Agreement B (as supplemented by the Supplemental Agreement B), Vendor B shall repay the Purchaser's Guarantee Payment B to the Company within 10 Business Days upon receipt of the written notice of the Company.

The Company shall pay the remaining consideration of HK\$866,957,668 on the date of completion of the Sale and Purchase Agreement B (as supplemented by the Supplemental Agreement B).

Saved as disclosed above, all the terms and conditions of the Sale and Purchase Agreement B shall remain unchanged and in full force and effect and binding on the parties. In case of any conflicts or inconsistency between the terms of the Sale and Purchase Agreement B and the Supplemental Agreement B, the terms of the Supplemental Agreement B shall prevail.

## **REASONS FOR ENTERING INTO THE SUPPLEMENTAL AGREEMENTS**

The parties entered into the Supplemental Agreements because the Company needs more time to arrange financing for the payment of the balance of consideration.

Having considered the benefits of the Acquisitions as disclosed in the Announcements and the fact that the Supplemental Agreements will allow the Company more time to arrange financing for completing the Acquisitions, the Directors consider that the terms of the Supplemental Agreements are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

As disclosed in the Announcements, to the best of the Directors' knowledge, information and belief, and after having made all reasonable enquiries, no Shareholder including Rong De was required to abstain from voting if the Company were to convene a general meeting for approving the Acquisitions and Rong De, holding 4,036,991,289 Shares, representing approximately 62.84% of the issued share capital of the Company as at the date of this announcement, has provided written shareholder's approval on the Sale and Purchase Agreements and the transactions contemplated thereunder. Rong De has further provided written shareholder's approval on the Supplemental Agreements and the transactions contemplated thereunder.

**Shareholders and potential investors should note that the Acquisitions are subject to satisfaction of certain conditions precedent and it may or may not be completed. Shareholders and potential investors are therefore advised to exercise caution when dealing in the Shares and any other securities of the Company**

By Order of the Board  
**Zhuguang Holdings Group Company Limited**  
**Chu Hing Tsung**  
*Chairman*

Hong Kong, 26 September 2018

*As at the date of this announcement, the Board comprises (i) six executive Directors, namely Mr. Chu Hing Tsung (alias Mr. Zhu Qing Yi) (Chairman), Mr. Liu Jie (Chief Executive Officer), Mr. Liao Tengjia (Deputy Chairman), Mr. Huang Jiajue (Deputy Chairman), Mr. Chu Muk Chi (alias Mr. Zhu La Yi) and Ms. Ye Lixia; and (ii) three independent non-executive Directors, namely, Mr. Leung Wo Ping JP, Mr. Wong Chi Keung and Dr. Feng Ke.*