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DISCLOSEABLE TRANSACTION SUPPLEMENTAL DEED TO THE LOAN AGREEMENT

Reference is made to the announcement of the Company dated 16 July in relation to the provision of the Loan Facility.

On 3 August 2020, the Lender entered into the Supplemental Deed with the Borrower to revise the principal amount of the Loan Facility from HK\$150,000,000 to HK\$230,000,000. Save as supplemented by the Supplemental Deed, all other terms, conditions and provision in the Loan Agreement shall remain unchanged and shall continue to have full force and full legal effect.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules with respect to the Supplemental Deed together with the Loan Agreement exceeds 5% but not more than 25%, the Supplemental Deed constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to notification and announcement requirements under the Listing Rules.

Reference is made to the announcement of the Company dated 16 July 2020 in relation to the provision of the Loan Facility. Unless otherwise defined, capitalized terms used in this announcement shall have the same meaning given to them in the announcement of the Company dated 16 July 2020.

On 3 August 2020, the Lender entered into the Supplemental Deed with the Borrower to revise the principal amount of the Loan Facility from HK\$150,000,000 to HK\$230,000,000.

SUPPLEMENTAL DEED

Key terms of the Supplemental Deed are set out as below:

Date : 3 August 2020

Lender : Sun Power Finance Limited

Borrower : Kenson Investment Limited

- Principal amount : the principal amount of the Loan Facility is revised from HK\$150,000,000 to HK\$230,000,000
- Other terms : except in so far as amended by the Supplemental Deed, the Loan Agreement shall continue in full force and effect. The Supplemental Deed shall be read and construed as one with the Loan Agreement

As at the date of the Supplemental Deed, the outstanding amount of the principal (excluding interest accrued thereon) under the Loan Facility is HK\$150 million.

Save as supplemented by the Supplemental Deed, all other terms, conditions and provision in the Loan Agreement shall remain unchanged and shall continue to have full force and full legal effect.

The Loan Facility will be funded by internal resources of the Group.

INFORMATION OF THE BORROWER

The Borrower is a company incorporated in Bermuda with limited liability and its principal activities are securities trading and investments. To the best of the Directors' knowledge, information and belief of Directors having made all reasonable enquiries, the Borrower and its ultimate beneficial owner are Independent Third Party and not connected with the Group. The Borrower is an indirect wholly owned subsidiary of Oshidori.

REASONS FOR AND BENEFITS OF THE SUPPLEMENTAL DEED

The principal business activities of the Group are (i) exploration, development and mining of mineral resources, (ii) investment in financial instruments, (iii) property investment and (iv) money lending. The Lender is a licensed money lender holding a valid money lender licence under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and is principally engaged in the business of money lending.

The provision of the Loan Facility under the Loan Agreement and the Supplemental Deed is a transaction carried out as part of the ordinary and usual course of business of the Group. Having considered the financial background of the Borrower and the interest income to be received by the Group, the Directors consider that the terms of the Supplemental Deed are fair and reasonable and in the interests of the Company and Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules with respect to the Supplemental Deed together with the Loan Agreement exceeds 5% but not more than 25%, the Supplemental Deed constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to notification and announcement requirements under the Listing Rules.

DEFINITIONS

In this announcement, the following expression has the meaning set out below unless the context otherwise requires:

“Supplemental Deed” A supplemental deed dated 3 August 2020 entered into between the Lender and the Borrower in relation to revision of the loan principal of the Loan Facility

By Order of the Board
CST Group Limited
Chiu Tao
Executive Director and Chairman

Hong Kong, 3 August 2020

As at the date of this announcement, the board of the Company comprises (i) Mr. Chiu Tao (Chairman), Mr. Hui Richard Rui, Mr. Lee Ming Tung, Mr. Kwan Kam Hung, Jimmy, Mr. Tsui Ching Hung, and Mr. Wah Wang Kei, Jackie as executive directors of the Company; and (ii) Mr. Yu Pan, Ms. Ma Yin Fan and Mr. Leung Hoi Ying as independent non-executive directors of the Company.