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MATRIX
MATRIX HOLDINGS LIMITED
美力時集團有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 1005)

**DISCLOSEABLE TRANSACTION
IN RELATION TO DISPOSAL OF THE ENTIRE EQUITY
INTEREST OF A WHOLLY OWNED SUBSIDIARY**

**MAJOR TRANSACTION IN RELATION TO THE RIGHT TO
PURCHASE OF RESIDENTIAL PROPERTIES**

Financial adviser to the Company



THE SALE AND PURCHASE AGREEMENT

The Board announces that after trading hours on 18 June 2015, the Vendor and the Purchaser entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to dispose of, and the Purchaser has conditionally agreed to, acquire the entire issued share capital in the Target Company, at the Consideration of RMB272,000,000 (equivalent to approximately HK\$337,280,000). The aggregate Consideration of RMB272,000,000 (equivalent to approximately HK\$337,280,000) shall be settled in two installments, (i) RMB40,000,000 (equivalent to approximately HK\$49,600,000) in cash upon signing of the Sale and Purchase Agreement; and (ii) the Vendor or its nominees having the Right to Purchase certain Residential Properties up to a price not more than RMB232,000,000 (equivalent to approximately HK\$287,680,000).

* For identification purpose only

LISTING RULES IMPLICATION

As one of the applicable percentage ratios (as defined under the Listing Rules) to the Disposal are more than 5% but all the applicable percentage ratios are less than 25%, the Disposal constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the exercise of the Right to Purchase exceeds 25% but none of which exceeds 100%, the exercise of the Right to Purchase constitutes a major transaction for the Company and is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, no Shareholder or any of their respective associates has any material interest in the Sale and Purchase Agreement. As such, no Shareholder would be required to abstain from voting in respect of the resolution(s) approving the Sale and Purchase Agreement and the transaction contemplated thereunder.

As at the date of this announcement, Smart Forest Limited is interested in 534,415,569 Shares, representing approximately 70.67% of the issued share capital of the Company, and has given its written approval for the Sale and Purchase Agreement and the transaction contemplated thereunder and such written approval has been accepted in lieu of holding a general meeting for the approval of the Sale and Purchase Agreement and the transaction contemplated thereunder pursuant to Rule 14.44 of the Listing Rules. Therefore, no general meeting of the Company for the approval of the Sale and Purchase Agreement and the transaction contemplated thereunder will be convened and held.

A circular containing, among other things, further information in relation to the Sale and Purchase Agreement and the transaction contemplated thereunder, including the Right to Purchase, is expected to be despatched to the Shareholders on or before 10 July 2015 in accordance with the Listing Rules.

INTRODUCTION

Reference is made to the announcement of the Company dated 29 January 2015 and 16 March 2015 in relation to the non-legally binding memorandum of understanding (the “**MOU**”) for the Disposal and the continuous negotiations between the parties in relation to the Disposal.

The Board is pleased to announce that on 18 June 2015 (after trading hours), the Vendor and the Purchaser entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to dispose of, and the Purchaser has conditionally agreed to acquire, the Sale Shares (being the entire issued share capital of the Target Company) at the Consideration of RMB272,000,000 (equivalent to approximately HK\$337,280,000).

The principal terms of the Sale and Purchase Agreement are summarised as below:

THE SALE AND PURCHASE AGREEMENT

Date

18 June 2015 (after trading hours)

Parties

- (i) Vendor: Assetnet Limited

- (ii) Purchaser: Shenzhen Shouxi Property Investment Development Company Limited*
(深圳市首席置業投資發展有限公司)

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, the Purchaser, the Guarantors and their ultimate beneficial owners are third parties independent of the Company and its connected persons.

Share Equity to be disposed of

The share equity to be disposed of under the Sale and Purchase Agreement is the entire share equity interest of the Target Company.

Consideration and payment terms

The aggregate Consideration payable by the Purchaser to the Vendor for the Disposal amounts to RMB272,000,000 (equivalent to approximately HK\$337,280,000) will be settled in the following manner:–

- (A) Upon signing of the Sale and Purchase Agreement, the Purchaser shall pay RMB40,000,000 (equivalent to approximately HK\$49,600,000) in cash (the “**Part of Consideration**”) to the Vendor; and
- (B) As to the remaining balance of the Consideration in the amount of RMB232,000,000 (equivalent to approximately HK\$287,680,000), the Vendor or its nominees shall, in accordance with the terms of the Sale and Purchase Agreement and the Undertaking Letter, have the right to purchase certain Residential Properties at the fixed price of RMB19,500 per sq.m (the “**Fixed Price**”) within one year from the Open for Sale of the Residential Properties (the “**Right to Purchase**”) up to a price not more than RMB232,000,000 (calculated on the basis of the Fixed Price and reference gross floor area of 11,897.44 sq.m). In the event that the Purchaser shall fail to deliver the Acquired Properties under the Right to Purchase within 6 years from the date of the Sale and Purchase Agreement, the Purchaser shall pay to the Vendor or its nominees RMB232,000,000 in cash forthwith plus interest accruing thereon from the date of the Sale and Purchase Agreement to the date of payment at the rate prescribed by the People’s Bank of China during the same period and compensate the Vendor or its nominees for the economic loss resulting from the failure to deliver the properties under the Right to Purchase. The details of the Right to Purchase are set out in the paragraph headed “Right to Purchase” below.

The Consideration was agreed between the Purchaser and the Vendor after arm's length negotiations and was determined with reference to (i) a preliminary valuation of the Property conducted by RHL Appraisal Ltd., an independent valuer (the "Valuer") based on the depreciated replacement costs method in which the land portion was valued based on the market approach of approximately RMB30,200,000 (equivalent to approximately HK\$37,450,000); and (ii) the Right to Purchase certain units of the Residential Properties to be developed by the Purchaser after Completion. Having taken into account the above factors, the Directors consider that the Consideration is fair and reasonable, on normal commercial terms and in the interests of the Company and Shareholders as a whole.

Conditions Precedent

Under the Sale and Purchase Agreement, Completion is conditional upon the fulfillment of the following Conditions Precedent:

- (A) the obtaining of PRC legal opinion (in form and substance satisfactory to the Vendor, acting reasonably) from the PRC legal adviser of the Company or the Vendor in relation to, *inter alia*, the implications of PRC laws and regulations on the transaction contemplated under the Sale and Purchase Agreement, the obligations of the Vendor, the Undertaking Letter, the Property and the due diligence on the Purchaser and the Guarantors;
- (B) the delivery of the Deeds of Guarantee (in form and substance satisfactory to the Vendor) duly executed by the Guarantors to the Vendor;
- (C) the delivery to the Vendor the duly executed Undertaking Letter for the Purchaser's obligations under the Sale and Purchase Agreement; and
- (D) the obtaining of all consents and approvals necessary for the Sale and Purchase Agreement and the transfer of the Sale Shares thereunder, including but not limited to the Purchaser obtaining the necessary approval from the relevant governmental authorities and the Vendor obtaining approval from the Shareholders in accordance with the Listing Rules (if applicable).

None of the above conditions can be waived. Completion shall take place on the third business day following the fulfillment of all the Conditions Precedent. In the event that the Conditions Precedent are not satisfied on or before the Long Stop Date, the Vendor shall refund the Part of Consideration without paying any interest and return the duly executed Undertaking Letter to the Purchaser within 10 days thereafter and the Sale and Purchase Agreement shall cease and determine and thereafter neither party shall have any obligations and liabilities towards each other save for the claims arising out of any antecedent breach of the Sale and Purchase Agreement.

Deeds of Guarantee

As one of the Conditions Precedent, each of the Guarantors shall execute a Deed of Guarantee in favour of the Vendor. Under the Deeds of Guarantee, each Guarantor irrevocably undertakes to the Vendor on a joint and several basis that the Purchaser will fully perform its duties and obligations under the Sale and Purchase Agreement (including without limitation to the Purchaser's obligations for the payment of the Consideration), failing which each of the Guarantors shall fully indemnify the Vendor on a joint and several basis.

THE RIGHT TO PURCHASE

With regards to the settlement of the Consideration, the Vendor or its nominees have rights as set out above to purchase certain Residential Properties under the Right to Purchase. The detailed terms of the Right to Purchase are as follows:

- (a) the Vendor or its nominees shall have the Right to Purchase certain Residential Properties at the Fixed Price for an amount up to RMB232,000,000 (equivalent to approximately HK\$287,680,000) (calculated on the basis of the Fixed Price and the reference gross floor area of 11,897.44 sq.m.) within one year from the Open for Sale (which the Purchaser undertakes to take place within 4 years and 6 months from the signing of the Sale and Purchase Agreement);
- (b) save and except in the circumstances where the Vendor or its nominees have failed to exercise the Right to Purchase, if for whatever reason the Purchaser has failed to complete the delivery of the Acquired Properties within 5 years, the Purchaser shall pay to the Vendor or its nominees penalty in the amount RMB10,000,000 plus interest accruing each day thereon from the first day in the fifth anniversary of the Sale and Purchase Agreement to the date of actual payment at the rate prescribed by the People's Bank of China during the same period;

- (c) in the event that the Purchaser shall fail to deliver the Acquired Properties under the Right to Purchase to the Vendor or its nominees within 6 years from the date of the Sale and Purchase Agreement, the Purchaser shall pay to the Vendor or its nominees RMB232,000,000 in cash forthwith plus interest accruing thereon from the date of the Sale and Purchase Agreement to the date of payment at the rate prescribed by the People's Bank of China during the same period and compensate the Vendor or its nominees for the economic loss resulting from the failure to purchase properties under the Right to Purchase. Should the Purchaser fail to make the above payment to the Vendor's designated bank account forthwith, for each day of delay, the Purchaser shall be liable to pay to the Vendor damages calculated at 0.3% of the due and payable amount. The Vendor has the sole discretion to select the abovementioned remedies and/or to enforce the Deeds of Guarantee for the purpose of obtaining full indemnity (the "**Vendor's Remedies**").

In exercising the Right to Purchase at the Fixed Price, the Vendor or its nominees shall not be required to pay any consideration, except in the circumstances where the average selling price per sq. m (the "**Average Price**") of a particular building (being the average selling price of all units, in terms of gross floor areas, of the building where the unit to be purchased by the Vendor or its nominees is located in) on the Residential Properties is different from the quoted selling price per sq. m (the "**Selling Price**") of the particular unit being purchased by the Vendor or its nominees, in which case any difference in value between the Average Price and the Selling Price (the "**Price Difference**") shall be settled in a separate manner. The adjustment mechanism is illustrated by the following formulae: –

- (a) Where the Selling Price is higher than the Average Price, using

$$\text{Price Difference} = \text{Selling Price} - \text{Average Price}$$

In this case, the Vendor or its nominees shall settle the Price Difference per sq.m. by cash payable to the Purchaser.

- (b) Where the Average Price is higher than the Selling Price, using:

$$\text{Price Difference} = \text{Average Price} - \text{Selling Price}$$

In this case, the Vendor or its nominees shall request the Purchaser to settle the Price Difference per sq.m. by returning to the Vendor or its nominees properties under the Residential Properties of the equivalent value.

Further, if the remaining Right to Purchase is not enough to acquire an Acquired Property that the Vendor or its nominees intends to acquire, the Vendor or its nominees will pay cash for such outstanding amount (or such outstanding amount can be settled by other means to be mutually agreed by the parties).

The Directors are of the opinion that the Vendor will very likely exercise the Right to Purchase and based on the currently available information, the Vendor is not aware of any circumstances that will cause it not to exercise such Right to Purchase if the Purchaser completes the development of the Residential Properties within the prescribed time.

Purchaser's Undertakings

The Purchaser has executed the Undertaking Letter, which forms part of the Sale and Purchase Agreement, in favour of the Vendor in relation to the abovementioned Right to Purchase, and has made, *inter alia*, the following undertakings with regards to the Right to Purchase:

- (A) Open for Sale of the Residential Properties shall take place within 4 years and 6 months after the date of the Sale and Purchase Agreement, and the Purchaser shall notify the Vendor of the Open for Sale at least 10 days in advance;
- (B) if the premise of the Right to Purchase being exercised, the Purchaser shall complete the procedure to deliver the Acquired Properties to the Vendor or its nominee within 5 years from the date of the Sale and Purchase Agreement and in the event that the Purchaser shall fail to do so for any reason, the Purchaser shall pay to the Vendor or its nominees compensation in the amount of RMB10,000,000 (equivalent to approximately HK\$12,400,000) plus interest at the rate prescribed by the People's Bank of China during the same period accruing each day thereon from the first day in the fifth year anniversary of the date of the Sale and Purchase Agreement to the date of actual payment;
- (C) the Purchaser will deliver to the Vendor or its nominees premises permits and all other title documents in relation to the Acquired Properties under the relevant PRC law and regulations within 5 years and 6 months from the date of the Sale and Purchase Agreement. In the event that the Purchaser shall fail to deliver the Acquired Properties to the Vendor or its nominees under the Right to Purchase within 6 years from the date of the Sale and Purchase Agreement, the Vendor shall be entitled to claim the abovementioned Vendor's Remedies; and

- (D) Notwithstanding the Completion, before delivery of the Residential Properties under the Right to Purchase or before the exercise of the Right to Payment, the Purchaser shall not, without consent of the Vendor:
- (i) dispose of in whatsoever manner (including but not limited to, by selling, transferring or pledging) the shares of the Target Company; or
 - (ii) dispose of in whatsoever manner (including but not limited to, by selling, transferring or pledging) the Residential Properties (including but not limited to the title documents of the Residential Properties); or
 - (iii) dispose or transfer in whatsoever manner (including but not limited to, by selling, transferring or pledging) the property from the Purchaser after Completion, save and except for transfer of the Property to a project company (the “**Project Company**”) for the purpose of developing the Residential Properties, in which case the Purchaser shall obtain the prior approval of the Vendor, and undertake that the Vendor or its nominees will be entitled to the entire interest in the Acquired Properties to be purchased under the Right to Purchase and guarantee that the interest of the Purchaser in the Project Company and the Residential Properties shall be not less than 100% after such disposal or transfer.

The Directors are of the view that the terms of the Sale and Purchase Agreement and the Undertaking Letter are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Purchaser irrevocably made, *inter alia*, the following representations and warranties to the Vendor under the Sale and Purchase Agreement and the Undertaking Letter:

- (A) the Residential Properties to be delivered to the Vendor are free from encumbrances;
- (B) the Vendor or its nominees shall have the right to enjoy the rights and benefits attaching to the Acquired Properties after the exercise of the Right to Purchase;

- (C) upon Open for Sale, the Purchaser shall vest in the Vendor or its nominees the right to use 115 car parking spaces in the Residential Properties at nil consideration, and the Purchaser shall deliver to the Vendor or its nominees licences to use the Parking Spaces (the “**Licences**”) after Open for Sale and the Vendor shall be entitled to transfer such Licences to any person it may desire;
- (D) the Purchaser shall immediately notify the Vendor of any event which may affect the development project of the Residential Properties (including without limitation, delay in project progress, change in applicable policies, financial condition, legal proceedings, etc);
- (E) the Guarantors have full power to sign the Deeds of Guarantee and that the Deeds of Guarantee have binding legal effect on the Guarantors;
- (F) at each anniversary of the date of the Sale and Purchase Agreement, the Purchaser shall deliver to the Vendor competent progress report in relation to the development of the Residential Properties, which has to be compiled by professionals with appropriate qualifications and in form and substance acceptable to the Vendor, and any approval or consent obtained by the Purchaser at the time;
- (G) upon obtaining any further approval, consent, permission, and qualifications in relation to the development of the Residential Properties, the Purchaser shall furnish a copy of the same to the Vendor within 3 days;
- (H) the Purchaser shall sign any necessary documents and/or take any necessary actions on request of the Vendor or its nominees so as to effect the purchase of properties under the Right to Purchase; and
- (I) in the event that the development of the Residential Properties shall be undertaken by any other companies, or after Completion the Residential Properties have been transferred to be held by other companies of the Purchaser for the purpose of their development, the Purchaser undertakes that it will cause the companies then undertaking the development of the Residential Properties or then holding the Residential Properties to be bound by the obligations under the Sale and Purchase Agreement, including but not limited to the obligations in relation to the Right to Purchase.

The Vendor irrevocably made, *inter alia*, the following representations and warranties to the Purchaser under the Sale and Purchase Agreement:

- (A) the Vendor is the legal and beneficial owner of the Sale Shares and the Target Company is the legal and beneficial owner of the Property;
- (B) save as disclosed, the Sale Shares and the Property are free from encumbrances;
- (C) the Target Company is duly incorporated and is not subject to any winding-up petitions or winding-up proceedings or any litigations;
- (D) the Vendor will endeavor to maintain the Target Company's goodwill and business before Completion;
- (E) the Vendor will not cause any change to the shareholding structure of the Target Company before Completion; and
- (F) the Vendor will deliver to the Purchaser the Property within 3 months after the Completion Date.

Vendor's right to terminate the Sale and Purchase Agreement

Any breach of obligations, representations and/or warranties under the Sale and Purchase Agreement (including breach of the Undertaking Letter) constitutes a default of the Purchaser, and it shall entitle the Vendor to require the Purchaser to rectify the same within 10 business days, failure of which will entitle the Vendor to terminate the Sale and Purchase Agreement unilaterally and to claim the abovementioned Vendor's Remedies on full indemnity basis.

INFORMATION ON THE COMPANY, THE VENDOR AND THE TARGET COMPANY

The Company

The Company is principally engaged in the manufacturing of plastic, die-cast and plush toys, with vertically integrated production process including mould making, manufacturing and design, and the manufacturing of lighting products.

The Vendor

The Vendor, Assetnet Limited, is an investment holding company incorporated in the British Virgin Islands with limited liability. As at the date of this announcement, the Vendor is an indirect wholly-owned subsidiary of the Company and is the sole legal and beneficial owner of the Target Company.

The Target Company

The Target Company, Shelcore Hong Kong Limited, is an investment holding company incorporated in Hong Kong with limited liability. As at the date of this announcement, the Target Company is a direct wholly-owned subsidiary of the Vendor and is the legal and beneficial owner of the Property. The preliminary valuation of the Property as at 1 March 2015 was approximately RMB30,200,000 (equivalent to approximately HK\$37,450,000) according to the preliminary valuation report prepared by the Valuer.

Set out below is a summary of the financial information of Target Company for the financial year ended 31 December 2013 (audited) and 31 December 2014 (audited):

	For the financial year ended 31 December 2013 (audited) HK\$'000	For the financial year ended 31 December 2014 (audited) HK\$'000
Turnover	–	–
Loss before taxation	498	604
Loss after taxation	4,066	604
	As at 31 December 2013 (audited) HK\$'000	As at 31 December 2014 (audited) HK\$'000
Net Assets	29,019	15,626

INFORMATION ON THE PURCHASER

The Purchaser is a company incorporated in the PRC with limited liability. It is principally engaged in the business of property development in the PRC.

INFORMATION ON THE GUARANTORS

Mr. Lin Youwu is the legal representative of the Purchaser. Through intermediate holding companies, Mr. Lin Youwu is the ultimate controlling shareholder of the Purchaser as at the date of this announcement.

Mr. Rong Shaoqun holds share equity interest in Shenzhen Natural Investment Development Co., Ltd.* (深圳市天然投資發展有限公司), which is a PRC limited company.

Shenzhen Broad Link Group Limited* (深圳博林集團有限公司) (“**Shenzhen Broad Link**”) is a limited company incorporated in the PRC and is principally engaged in property development and property management, wholesale, import and export of building and decoration materials, etc. As at the date of this announcement, Shenzhen Broad Link beneficially owns 63% share equity interest of the Purchaser through intermediate holding companies and Mr. Lin Youwu is the legal representative of Shenzhen Broad Link.

FINANCIAL EFFECTS OF THE DISPOSAL AND USE OF PROCEEDS

Subject to, among other things, the determination of actual discount rate and the recoverability of the settlement under the Right to Purchase, it is preliminarily expected that as a result of the Disposal, the Group will have a gain on disposal of approximately RMB168,500,000 (equivalent to approximately HK\$208,940,000), which is estimated based on, among other things, (i) the net assets value of the Target Company as at 31 December 2014; and (ii) the cash consideration and the estimated fair value of the settlement under the Right to Purchase for the Disposal. The actual financial effects for the Disposal to be recognised in the Company’s unaudited consolidated financial statements may be different from the above mentioned estimation. The cash proceeds generated from the Disposal will be applied as general working capital of the Company.

Upon Completion, the Target Company will no longer be a subsidiary of the Company and the Group will not consolidate the financial statements of the Target Company thereafter.

REASONS FOR AND BENEFITS OF THE DISPOSAL

As at the date this announcement, the Property is left unused and the factories located thereon has been suspended from operation. As the Purchaser intends to acquire the Target Company for the purpose of re-development, the Company considers that the Disposal is a good opportunity for the Group to realise a gain. In addition, the Right to Purchase as part of the Consideration would allow the Group to exchange for certain units in the Residential Properties at the Fixed Price after the Open for Sale, which would enable the Group to diversify its investments and broaden the asset base and income stream of the Group.

The Board considers that the Sale and Purchase Agreement was entered into after arm's length negotiation between the Purchaser and the Vendor and that the terms therein are on normal commercial terms and the Disposal is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Disposal exceed 5% but all of them are less than 25%, the Disposal constitutes a discloseable transaction for the Company and is subject to the reporting and announcement but exempt from Shareholders' approval requirements under Chapter 14 of the Listing Rules.

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the exercise of the Right to Purchase exceeds 25% but none of which exceeds 100%, the exercise of the Right to Purchase constitutes a major transaction for the Company and is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, no Shareholder or any of their respective associates have any material interest in the Sale and Purchase Agreement. As such, no Shareholder would be required to abstain from voting in respect of the resolution approving the Sale and Purchase Agreement and the transaction contemplated thereunder.

As at the date of this announcement, Smart Forest Limited is interested in 534,415,569 Shares, representing approximately 70.67% of the issued share capital of the Company, and has given its written approval for the Sale and Purchase Agreement and the transaction contemplated thereunder and such written approval has been accepted in lieu of holding a general meeting for the approval of the Sale and Purchase Agreement and the transaction contemplated thereunder pursuant to Rule 14.44 of the Listing Rules. Therefore, no general meeting of the Company for the approval of the Sale and Purchase Agreement and the transaction contemplated thereunder will be convened and held.

A circular containing, among other things, further information of the Sale and Purchase Agreement and the transaction contemplated thereunder including the Right to Purchase is expected to be despatched to the Shareholders on or before 10 July 2015 in accordance with the Listing Rules.

DEFINITIONS

“Acquired Properties”	the Parking Spaces and certain properties of the Residential Properties to be acquired by the Vendor or its nominees by exercising the Right to Purchase under the Sale and Purchase Agreement;
“associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Board”	the board of Directors;
“Company”	Matrix Holdings Limited, a company incorporated in Bermuda with limited liability, the ordinary shares of which are listed on the Main Board of the Stock Exchange;
“Completion”	completion of the Disposal;
“Conditions Precedent”	the conditions precedent for Completion as set out under the Sale and Purchase Agreement;
“Consideration”	the consideration to be paid by the Purchaser to the Vendor for the Disposal;

“connected persons”	has the meaning ascribed to it under the Listing Rules;
“Deeds of Guarantee”	the deeds of guarantee executed by each of the Guarantors in favour of the Vendor, whereby the Guarantors undertake to the Vendor that the Purchaser shall perform the Sale and Purchase Agreement;
“deliver the Acquired Properties”	delivery of the Acquired Properties by the Purchaser to the Vendor or its nominees (including obtaining all the documents for final acceptance of construction* (竣工驗收文件), issuing of notice of completion* (入伙通知書) and delivery of the Acquired Properties);
“Director(s)”	the director(s) of the Company;
“Disposal”	the disposal of the entire share equity in the Target Company by the Vendor to the Purchaser pursuant to the terms and subject to the conditions set out in the Sale and Purchase Agreement;
“Group”	the Company and its subsidiaries;
“Guarantors”	Mr. Lin Youwu, Mr. Rong Shaoqun, and Shenzhen Broad Link Group Limited* (深圳博林集團有限公司);
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange;
“Long Stop Date”	31 August 2015, or any other date as agreed by the parties of the Sale and Purchase Agreement in writing;

“Open for Sale”	the Purchaser obtaining the sale permit in relation to the Residential Properties from the relevant authorities in the region in which the Residential Properties are located;
“Parking Spaces”	115 parking spaces in the Residential Properties;
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan;
“Property”	a parcel of land located at Shenzhen, Guangdong Province, PRC (中國廣東省深圳市) with an aggregate area of approximately 10,849.1 sq. m. together with the factories and other structures erected thereon;
“Purchaser”	Shenzhen Shouxi Property Investment Development Company Limited* (深圳市首席置業投資發展有限公司), a company incorporated in the PRC with limited liability;
“Residential Properties”	the residential properties which the Purchaser intends to develop on the Property after Completion;
“RMB”	Renminbi, the lawful currency of the PRC;
“Right to Purchase”	the Vendor’s (or its nominees’) right to purchase certain Residential Properties under the Sale and Purchase Agreement and the Undertaking Letter in satisfaction of part of the Consideration;
“Sale and Purchase Agreement”	the sale and purchase agreement dated 18 June 2015 entered into between the Vendor and the Purchaser in relation to the disposal of entire equity interest in the Target Company;
“Sale Shares”	10,000 ordinary shares of the Target Company, being the entire issued share equity interest of the Target Company as at the date of this announcement;
“Share(s)”	ordinary share of HK\$0.1 each in the share capital of the Company;

“Shareholder(s)”	holder(s) of the Share(s) of the Company;
“sq. m.”	square metre;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Target Company”	Shelcore Hong Kong Limited, a company incorporated in Hong Kong with limited liability and directly wholly-owned by the Vendor;
“Undertaking Letter”	the undertaking letter dated 18 June 2015 executed by the Purchaser in favour of Vendor for the Purchaser’s obligations under the Sale and Purchase Agreement with regards to, <i>inter alia</i> , the payment of the Consideration, which is an appendix to the Sale and Purchase Agreement and forms a part thereof;
“Vendor”	Assetnet Limited, a company incorporated in the British Virgin Islands and indirectly wholly-owned by the Company;
“%”	per cent

By order of the Board
Matrix Holdings Limited
Cheng Yung Pun
Chairman

Hong Kong, 18 June 2015

For the purpose of this announcement, unless otherwise stated, the conversion of RMB into HK\$ is based on the exchange rate of RMB1.00 to HK\$1.24. The exchange rate has been used, where applicable, for the purposes of illustration only and do not constitute a representation that any amounts were or may have been exchanged at this or any other rate or at all.

As at the date of this announcement, the Board comprises Mr. Cheng Yung Pun, Mr. Arnold Edward Rubin, Mr. Yu Sui Chuen, Ms. Cheng Wing See, Nathalie, Mr. Cheng King Cheung, Mr. Leung Hong Tai, Mr. Tsang Chung Wa and Mr. Tse Kam Wah as executive Directors; Dr. Loke Yu alias Loke Hoi Lam, Mr. Mak Shiu Chung, Godfrey, Mr. Wan Hing Pui and Mr. Heng Victor Ja Wei as independent non-executive Directors.

* *All the English translation of certain Chinese names or words in this announcement is included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.*