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合 生 創 展 集 團 有 限 公 司*

HOPSON DEVELOPMENT HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 754)

Website: <http://www.irasia.com/listco/hk/hopson>

**DISCLOSEABLE TRANSACTION:
SUBSCRIPTION OF NEW SHARES BY THE GROUP**

JUNE SUBSCRIPTION AGREEMENT

On 14 June 2020, the Investor (a wholly-owned subsidiary of the Company) and the Target Company entered into the June Subscription Agreement, pursuant to which the Investor agreed to subscribe for new shares in the Target Company at the total subscription price of USD100,000,000.

JULY SUBSCRIPTION AGREEMENT

On 7 July 2020, the Investor and the Target Company entered into the July Subscription Agreement, pursuant to which the Investor agreed to subscribe for more new shares in the Target Company at the total subscription price of USD500,000,000.

As at the Announcement Date, it is expected that upon all the closings contemplated under each of the June Subscription Agreement and the July Subscription Agreement having occurred, the June Target Shares and the July Target Shares would together represent approximately 7.407% of the enlarged issued capital of the Target Company.

IMPLICATIONS UNDER HKLR

The June Subscription, on a standalone basis, does not constitute a notifiable transaction of the Company under HKLR. Each of (i) the July Subscription on a standalone basis; and (ii) the June Subscription and the July Subscription on an aggregate basis constitutes a discloseable transaction of the Company under the HKLR. A discloseable transaction is subject to the notification and announcement requirements but is not required to be approved by the Shareholders.

1. INTRODUCTION

The Board announces that:

- (a) on 14 June 2020, the Investor (a wholly-owned subsidiary of the Company) and the Target Company entered into the June Subscription Agreement whereby, among other things, the Investor agreed to subscribe for ordinary shares of the Target Company; and
- (b) on 7 July 2020, the Investor and the Target Company entered into the July Subscription Agreement whereby, among other things, the Investor agreed to subscribe for Class B Ordinary Shares.

Further information on, among other things, the Subscription Agreements is set out below.

2. THE JUNE SUBSCRIPTION AGREEMENT, THE JULY SUBSCRIPTION AGREEMENT AND RELEVANT INFORMATION

Set out below is a summary of the principal terms of each of the June Subscription Agreement and the July Subscription Agreement and the relevant information.

2.1 Dates

June Subscription Agreement: 14 June 2020.

July Subscription Agreement: 7 July 2020 (after trading hours).

2.2 Parties

The parties to both the June Subscription Agreement and the July Subscription Agreement are the Investor and the Target Company.

2.3 Assets to be acquired by the Group under the June Subscription Agreement and the July Subscription Agreement respectively

The Investor will acquire the shares described below pursuant to the June Subscription Agreement and the July Subscription Agreement:

- (a) June Subscription Agreement: a total of 10,666,667 ordinary shares in the Target Company, the number of which is subject to adjustment, if applicable, as disclosed in section 2.6(a)(iii) of this announcement; and
- (b) July Subscription Agreement: a total of 53,333,333 Class B Ordinary Shares, the number of which is subject to adjustment, if applicable, as disclosed in section 2.6(b)(iii) of this announcement.

Please refer to section 4 of this announcement for the information on the Target Company and the Target Group.

2.4 Amount of the consideration and its financing

- (a) Under the June Subscription Agreement, the Price Per Target Share is USD9.375, and the total price for the June Target Shares is USD100,000,000.
- (b) Under the July Subscription Agreement, the Price Per Target Share is USD9.375, and the total price for the July Target Shares is USD500,000,000.

The June Subscription Deposit, which had already been paid, was financed by the internal resources of the Group and, as at the Announcement Date, the Group also intends to finance the subscription price payable under the July Subscription Agreement by internal resources.

2.5 June Subscription Deposit and July Subscription Deposit

(a) *June Subscription Deposit*

- (i) The amount of the June Subscription Deposit (USD100,000,000) is equal to the Total June Subscription Price and will be applied as consideration for the June Target Shares unless refunded to the Investor as disclosed in section (ii) below or forfeited by the Target Company as disclosed in section (iii) below.
- (ii) The June Subscription Deposit is non-refundable except if, prior to the June Subscription Closing, the Investor terminates the June Subscription Agreement under the circumstances as disclosed in section 2.10(a)(i) of this announcement.
- (iii) The June Subscription Deposit shall be forfeited by the Target Company and the Target Company shall have no obligation to issue any June Target Shares to the Investor if, as a result of the Investor's default, the June Subscription Closing does not occur on or before the Long Stop Date.

(b) *July Subscription Deposit*

- (i) The July Subscription Deposit forms part of the Total July Subscription Price and will be applied as consideration for the July Subscription Deposit Tranche Target Shares unless refunded to the Investor as disclosed in section (ii) below or forfeited by the Target Company as disclosed in section (iii) below.
- (ii) The July Subscription Deposit is non-refundable except if, prior to the First July Subscription Closing, the Investor terminates the July Subscription Agreement under the circumstances as disclosed in section 2.10(b)(i) of this announcement.
- (iii) The July Subscription Deposit shall be forfeited by the Target Company and the Target Company shall have no obligation to issue any July Subscription Deposit Tranche Target Shares to the Investor if, as a result of the Investor's default, any of the First July Subscription Closing or the Second July Subscription Closing does not occur on or before the Long Stop Date.

2.6 Payment of the subscription price and percentage of the Target Shares to be issued to the Investor

(a) *June Subscription Agreement*

- (i) The Total June Subscription Price shall be deemed to have been paid by the release of the June Subscription Deposit to the Target Company at the June Subscription Closing.
- (ii) On the basis that there is no set off as described in section (iii) below, the Investor will hold a total of 10,666,667 June Target Shares upon the occurrence of the June Subscription Closing, representing approximately 1.32% of the issued capital of the Target Company as enlarged by the issue of such shares.
- (iii) If as a result of the Investor's default, the June Subscription Closing does not occur within the timeframe provided under the June Subscription Agreement, the Investor is liable to pay interest representing 10% per annum of the amount of the subscription price payable at the June Subscription Closing (the "**Additional Interest Amount (June Subscription)**"), as calculated from the due date until the subscription price has been fully paid. In this case, the Target Company has the right (but not obligation) to set off in whole or in part, against the June Target Shares issuable any outstanding Additional Interest Amount (June Subscription). If the Target Company exercises its right to set off as disclosed above, the following formula will be applied to obtain the number of the June Target Shares that will be reduced: dividing (A) the total amount of the outstanding Additional Interest Amount (June Subscription) that the Target Company elects to be set off by (B) the Price Per Target Share.

(b) July Subscription Agreement

- (i) The table below summarises the information regarding, among other things, the timeline for each of the First July Subscription Closing, the Second July Subscription Closing and payment of the Total July Subscription Price and percentage of the July Target Shares to be issued to the Investor:

| Timeline | Amount of the Total July Subscription Price payable (USD) | Percentage of the Total July Subscription Price | Percentage and number of the July Target Shares to be issued |
|------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First July Subscription Closing Date | 200,000,000 (July Subscription Deposit inclusive) | 40% | 28% of the July Target Shares (14,933,333 shares) |
| Second July Subscription Closing Date | 300,000,000 | 60% | (i) 60% of the July Target Shares (32,000,000 shares) and (ii) 12% of the July Target Shares (i.e. the July Subscription Deposit Tranche Target Shares) |
| Total | <u>500,000,000</u> | <u>100%</u> | <u>100%</u> |

- (ii) On the basis that there is no set off as described in section (iii) below, the number of the July Subscription Deposit Tranche Target Shares will be 6,400,000 July Target Shares and the Investor will (assuming that there is no set off as described in section 2.6(a)(iii) above) hold a total of 64,000,000 Target Shares upon the occurrence of the Second July Subscription Closing, representing approximately 7.407% of the issued capital of the Target Company as enlarged by the issue of (A) 10,666,667 June Target Shares; and (B) 53,333,333 July Target Shares.
- (iii) If as a result of the Investor's default, the First July Subscription Closing or the Second July Subscription Closing does not occur within the timeframe provided under the July Subscription Agreement, the Investor is liable to pay interest representing 10% per annum of the amount of the subscription price payable at that closing (the "**Additional Interest Amount (July Subscription)**"), as calculated from the relevant due date until the relevant subscription price has been fully paid. In this case, the Target Company has the right (but not obligation) to set off in whole or in part, against the July Subscription Deposit Tranche Target Shares

issuable any outstanding Additional Interest Amount (July Subscription). If the Target Company exercises its right to set off as disclosed above, the following formula will be applied to obtain the number of the July Subscription Deposit Tranche Target Shares that will be reduced: dividing (A) the total amount of the outstanding Additional Interest Amount (July Subscription) that the Target Company elects to be set off by (B) the Price Per Target Share.

2.7 Basis for the determination of the Price Per Target Share

The Price Per Target Share was arrived at after arm's length negotiations between the Investor and the Target Company. The Investor has also taken into account, among other things, the results of the financial due diligence on the Target Group and the appraised market value of the Target Company as at 30 April 2020 in the amount of RMB53,591,552,800 under the income approach according to the valuation report prepared by the business valuer appointed by the Group.

2.8 Conditions for closings under each of the June Subscription Agreement and the July Subscription Agreement

(a) June Subscription Agreement

In addition to the mutual conditions disclosed in section (iii) below, the June Subscription Closing is subject to the fulfilment (or waiver, where applicable) of the Investor closing conditions described in section (i) below and the Target Company closing conditions described in section (ii) below.

(i) Investor closing conditions

Set out below is a summary of the Investor closing conditions:

- (A) the warranties given by the Target Company shall be, in all material respects, true on and as of the June Subscription Closing Date; and
- (B) the Target Company shall have performed and complied, in all material respects, with all of its obligations that are required to be performed or complied with on or before the June Subscription Closing.

The Investor may waive any of the conditions disclosed above.

(ii) Target Company closing conditions

Set out below is a summary of the Target Company closing conditions:

- (A) the warranties given by the Investor shall be true on and as of the June Subscription Closing Date; and

- (B) the Investor shall have performed and complied with all of its obligations that are required to be performed or complied with on or before the June Subscription Closing.

The Target Company may waive any of the conditions disclosed above.

(iii) *Mutual conditions*

In addition to the conditions disclosed in sections (i) and (ii) above, the obligations of each of the Investor and the Target Company to consummate the June Subscription Closing are subject to the fulfilment of the condition that on the June Subscription Closing there shall exist no injunction, order or decree that restrains or prohibits the consummation of the transactions contemplated by the June Subscription Agreement or by other transaction documents. None of the Investor and the Target Company can waive this condition.

(b) *July Subscription Agreement*

In addition to the mutual conditions disclosed in section (iii) below, each of the First July Subscription Closing and the Second July Subscription Closing is subject to the fulfilment (or waiver, where applicable) of the Investor closing conditions described in section (i) below and the Target Company closing conditions described in section (ii) below.

(i) *Investor closing conditions*

Set out below is a summary of the Investor closing conditions:

- (A) the warranties given by the Target Company shall be, in all material respects, true on and as of each of the First July Subscription Closing Date and the Second July Subscription Closing Date;
- (B) the Target Company shall have performed and complied, in all material respects, with all of its obligations that are required to be performed or complied with on or before each of the First July Subscription Closing and the Second July Subscription Closing; and
- (C) in respect of the Second July Subscription Closing only, the First July Subscription Closing shall have occurred.

The Investor may waive any of the conditions disclosed above.

(ii) *Target Company closing conditions*

Set out below is a summary of the Target Company closing conditions:

- (A) the warranties given by the Investor shall be true on and as of each of the First July Subscription Closing Date and the Second July Subscription Closing Date;
- (B) the Investor shall have performed and complied with all of its obligations that are required to be performed or complied with on or before each of the First July Subscription Closing and the Second July Subscription Closing; and
- (C) in respect of the Second July Subscription Closing only, the First July Subscription Closing shall have occurred.

The Target Company may waive any of the conditions disclosed above.

(iii) *Mutual conditions*

In addition to the conditions disclosed in sections (i) and (ii) above, the obligations of each of the Investor and the Target Company to consummate the First July Subscription Closing and the Second July Subscription Closing are subject to the fulfilment of the condition that on each of the First July Subscription Closing and the Second July Subscription Closing there shall exist no injunction, order or decree that restrains or prohibits the consummation of the transactions contemplated by July Subscription Agreement or by other transaction documents. None of the Investor and the Target Company can waive this condition.

The closing under the June Subscription Agreement on the one hand and the closings under the July Subscription Agreement on the other hand are not inter-conditional.

2.9 Closing

Subject to the fulfilment (or waiver, where applicable) of the relevant conditions summarised in section 2.8 above, the closings under the Subscription Agreements shall take place on or before the June Subscription Closing Date (in the case of the June Subscription) and at such time as disclosed in section 2.6(b) of this announcement (in the case of the July Subscription). At the June Subscription Closing, the June Target Shares will be re-classified as Class B Ordinary Shares.

2.10 Termination of each of the June Subscription Agreement and the July Subscription Agreement

(a) *June Subscription Agreement*

The June Subscription Agreement may be terminated under the following circumstances:

- (i) prior to the June Subscription Closing, one party may terminate the June Subscription Agreement by written notice to the other party if the other party is in material breach of the June Subscription Agreement and fails to remedy such breach within 30 days after the receipt of notice from the party requiring such remedy;
- (ii) if the Investor fails to pay the June Subscription Deposit in accordance with the June Subscription Agreement, the Target Company may terminate the June Subscription Agreement; or
- (iii) upon the expiration of the Long Stop Date, if the June Subscription Closing has not yet occurred, the Target Company may terminate the June Subscription Agreement by written notice to the Investor.

(b) *July Subscription Agreement*

The July Subscription Agreement may be terminated under the following circumstances:

- (i) prior to the First July Subscription Closing, one party may terminate the July Subscription Agreement by written notice to the other party if the other party is in material breach of the July Subscription Agreement and fails to remedy such breach within 30 days after the receipt of notice from the party requiring such remedy;
- (ii) if the Investor fails to pay the July Subscription Deposit in accordance with the July Subscription Agreement, the Target Company may terminate the July Subscription Agreement; or
- (iii) upon the expiration of the Long Stop Date, if any of the First July Subscription Closing or the Second July Subscription Closing has not yet occurred, the Target Company may terminate the July Subscription Agreement by written notice to the Investor.

Upon termination, the June Subscription Agreement or the July Subscription Agreement (as the case may be) shall cease to have any force and effect on the parties thereto except in respect of any rights or remedies accrued to a party prior to the termination of the June Subscription Agreement or the July Subscription Agreement (as the case may be).

3. SHA AND RELEVANT INFORMATION

Upon the First July Subscription Closing, the Investor, the other Target Company Shareholders and the Target Company shall enter into the SHA. A summary of the principal terms of the SHA and the relevant information is set out below.

3.1 Business of the Target Company

The business of the Target Company is investment holding.

3.2 Composition of the board of directors and its powers

- (a) The board of directors of the Target Company shall comprise of seven members, one of which shall be nominated by the Investor so long as its shareholding percentage in the Target Company is no less than 3.5% on a fully-diluted basis.
- (b) The business and affairs of the Target Company shall be managed and approved by its board of directors in accordance with the applicable laws, its constitution or the SHA.

As at the Announcement Date, it is expected that a nominee designated by the Investor will be appointed as a director of the Target Company upon the Second July Subscription Closing.

3.3 Distribution policy

Subject to the applicable laws and the Target Company's constitution, the Target Company Shareholders shall determine, from time to time and by reference to the operations, performance and requirements of the Target Company, whether and how much of the distributable profits shall be declared and paid as dividends to the Target Company Shareholders.

3.4 Right to subscribe for new shares of the Target Company

If the Target Company issues new shares or other securities, all the Target Company Shareholders may, but are not obliged to, subscribe for all or part of such new securities in proportion to their relative shareholding in the Target Company.

3.5 Restrictions on transfer of shares in the Target Company

None of the Target Company Shareholders (except for a designated Existing Target Company Shareholder) may transfer its shares in the Target Company to a party who is not an existing Target Company Shareholder without first offering such shares to the existing Target Company Shareholders. Further, the Investor may not transfer any of its shares in the Target Company before (i) the 5th anniversary date of the Second July Subscription Closing; and (ii) a Qualified Listing, whichever is the earlier.

3.6 Qualified Listing

- (a) The Target Company Shareholders shall, when the Target Company has a reasonable cause to complete a Qualified Listing, use their respective best efforts to procure that the Target Company will complete a Qualified Listing.
- (b) The Target Company shall procure the listing of the shares of the Target Company held by the Investor at the same time as a Qualified Listing in relation to the Target Company.
- (c) Subject to compliance with applicable laws and rules, certain Target Company Shareholders shall transfer certain amount of their shares in the Target Company to the holders of Class B Ordinary Shares if the issue price per share in a Qualified Listing or the valuation of the Target Company at the time of such Qualified Listing is lower than certain thresholds pursuant to the SHA.

3.7 Priority in liquidation

The Investor is entitled to participate in the distribution of the Target Company's residual assets on its liquidation in priority to the holders of class A ordinary shares of the Target Company.

3.8 Termination of the SHA

The SHA will be terminated upon, among others, the completion of a Qualified Listing or when there is only one remaining Target Company Shareholder or in respect of a Target Company Shareholder, when such party ceased to hold any share in the Target Company.

4. INFORMATION ON THE TARGET GROUP

4.1 General information on the Target Company and the Target Group

The Target Company is a company incorporated in the Cayman Islands whose principal business is investment holding. As at the Announcement Date, the principal business of the Target Group is the provision of technology solutions and services to governments, enterprises, and individuals by utilising new technologies, including without limitation artificial intelligence, big data analysis, cloud services and distributed ledger technology, as the basis to improve efficiency, reduce costs, increase income, and improve quality of life.

4.2 Financial information on the Target Group

Set out below is the consolidated financial information of the Target Group for the periods referred to below:

| | For the period commenced from 26 July 2018 (the date of incorporation of the Target Company) and ended on 31 December 2018 (unaudited) RMB'000 | For the twelve months ended 31 December 2019 (audited) RMB'000 |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Loss before tax and extraordinary items | 53,925 | 106,760 |
| Loss after tax and extraordinary items | 53,925 | 98,910 |

As at 31 December 2019, the Target Group had total assets of RMB6,470,971,000, total liabilities of RMB5,551,580,000 and net assets of RMB919,391,000.

Note: the figures in respect of year 2019 disclosed in this section 4.2 were audited and prepared in accordance with the generally accepted accounting principles of the PRC.

5. INFORMATION ON THE PARTIES

5.1 The Group and the Investor

The Company is an investment holding company. The Company's subsidiaries, associates and joint ventures are principally engaged in residential property development, commercial property investment, property management and infrastructure business.

The Investor is an indirect wholly-owned subsidiary of the Company incorporated in Hong Kong whose principal business is investment holding.

5.2 The Target Company

Please refer to section 4 of this announcement for the information on the Target Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Target Company and its ultimate beneficial owners are third parties who are independent of, and not connected with, the Company or any of its connected persons within the meaning of the HKLR.

6. REASONS FOR, AND BENEFITS OF, ENTERING INTO THE TRANSACTIONS CONTEMPLATED BY EACH OF THE JUNE SUBSCRIPTION AGREEMENT, THE JULY SUBSCRIPTION AGREEMENT AND THE SHA

The Company is of the view that the business philosophy and the principal business of the Target Group as disclosed in this announcement is consistent with the Group's investment strategy (i.e. to diversify its properties development business into high-technology business sector). The Company also believes that the Target Company and the aforementioned investment strategy should bring in synergy effect to the Group and enable the Group in accelerating its development in the high-technology business sector.

Having taken into account the above reasons and benefits, the Directors (including all the independent non-executive Directors) consider that the terms of each of the June Subscription Agreement, the July Subscription Agreement and the SHA are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

7. IMPLICATIONS UNDER HKLR

7.1 June Subscription on a standalone basis

As the highest applicable percentage ratio in respect of the June Subscription is below 5%, the June Subscription does not constitute a notifiable transaction of the Company under Chapter 14 of the HKLR.

7.2 July Subscription on a standalone basis

As the highest applicable percentage ratio in respect of the July Subscription is more than 5% but is less than 25%, the July Subscription constitutes a discloseable transaction of the Company under Chapter 14 of the HKLR and is therefore subject to the notification and announcement requirements but is not required to be approved by the Shareholders.

7.3 June Subscription and July Subscription on an aggregate basis

Pursuant to Rule 14.22 of the HKLR, the June Subscription and the July Subscription are required to be aggregated for the purpose of classification of transaction under Chapter 14 of the HKLR. As the highest applicable percentage ratio in respect of the aggregation of the June Subscription and the July Subscription is more than 5% but is less than 25%, the June Subscription and the July Subscription together constitute a discloseable transaction of the Company under Chapter 14 of the HKLR and is therefore subject to the notification and announcement requirements but is not required to be approved by the Shareholders.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

| | |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| “Additional Interest Amount (June Subscription)” | as defined in section 2.6(a)(iii) of this announcement |
| “Additional Interest Amount (July Subscription)” | as defined in section 2.6(b)(iii) of this announcement |
| “Announcement Date” | the date of this announcement, being 7 July 2020 |
| “Board” | the board of Directors |
| “Class B Ordinary Shares” | class B ordinary shares proposed to be created in the share capital of the Target Company |
| “Company” | Hopson Development Holdings Limited, a company incorporated in Bermuda and whose shares are listed on the HKSX |
| “Director” | a director of the Company |
| “Existing Target Company Shareholders” | the shareholders of the Target Company as at the Announcement Date |
| “First July Subscription Closing” | the first closing of the July Subscription |
| “First July Subscription Closing Date” | the date on which the First July Subscription Closing occurs, which shall be 15 July 2020 or a date prior to that |
| “Group” | the Company and its subsidiaries |
| “HKLR” | the Rules Governing the Listing of Securities on the HKSX |
| “HKSX” | The Stock Exchange of Hong Kong Limited |
| “Hong Kong” | the Hong Kong Special Administrative Region of the PRC |
| “Investor” | Hopson Capital International Limited 合生資本國際有限公司 |
| “June Subscription” | the subscription of the June Target Shares by the Investor |
| “June Subscription Agreement” | the subscription agreement entered into between the Investor and the Target Company in relation to the June Subscription and dated 14 June 2020 |
| “June Subscription Closing” | the closing of the June Subscription |

| | |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “June Subscription Closing Date” | the date on which the June Subscription Closing occurs, which shall be 15 July 2020 or a date prior to that |
| “June Subscription Deposit” | a deposit in the amount of USD100,000,000 paid by the Investor to the Target Company pursuant to the June Subscription Agreement |
| “June Target Shares” | a total of 10,666,667 ordinary shares of the Target Company to be subscribed for by the Investor pursuant to the June Subscription Agreement, the number of which is subject to adjustment (if applicable) |
| “July Subscription” | the subscription of the July Target Shares by the Investor |
| “July Subscription Agreement” | the subscription agreement entered into between the Investor and the Target Company in relation to the July Subscription and dated 7 July 2020 |
| “July Subscription Deposit” | a deposit in the amount of USD60,000,000 payable by the Investor to the Target Company pursuant to the July Subscription Agreement |
| “July Subscription Deposit Tranche Target Shares” | 6,400,000 July Target Shares, the number of which is subject to adjustment (if applicable) |
| “July Target Shares” | a total of 53,333,333 Class B Ordinary Shares to be subscribed for by the Investor pursuant to the July Subscription Agreement, the number of which is subject to adjustment (if applicable) |
| “Long Stop Date” | 28 February 2021 |
| “percentage ratios” | the percentage ratios set out in Rule 14.07 of the HKLR |
| “PRC” | the People’s Republic of China which, for the purpose of this announcement only, excludes Taiwan, Hong Kong and Macao Special Administrative Region |
| “Price Per Target Share” | the price per Target Share, being USD9.375 |
| “Qualified Listing” | an initial public offering of the shares and/or securities of a member of the Target Group (i) on an internationally recognised stock exchange, including, but not limited to, New York Stock Exchange, NASDAQ and the HKSX or (ii) on such other terms and conditions validly approved in accordance with the SHA |
| “RMB” | Renminbi, the lawful currency of the PRC |
| “Second July Subscription Closing” | the second closing of the July Subscription |

| | |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Second July Subscription Closing Date” | the date on which the Second July Subscription Closing occurs, which shall be 31 August 2020 or a date prior to that |
| “SHA” | the shareholders’ agreement to be entered into among the Target Company, the Investor and the other Target Company Shareholders |
| “Shareholders” | holders of the shares of the Company |
| “Subscription Agreements” | collectively, the June Subscription Agreement and the July Subscription Agreement, and “Subscription Agreement” means any one of them |
| “Target Company” | Scientia Technologies Limited |
| “Target Company Shareholder” | a shareholder of the Target Company |
| “Target Group” | the group of companies comprising the Target Company and its subsidiaries |
| “Target Share” | a June Target Share or a July Target Share |
| “Total June Subscription Price” | the total purchase price payable by the Investor for the June Subscription under the June Subscription Agreement, being USD100,000,000 (June Subscription Deposit inclusive) |
| “Total July Subscription Price” | the total purchase price payable by the Investor for the July Subscription under the July Subscription Agreement, being USD500,000,000 (July Subscription Deposit inclusive) |
| “USD” | United States dollars, the lawful currency of the United States of America |

By order of the Board
Hopson Development Holdings Limited
Chu Kut Yung
Chairman

Hong Kong, 7 July 2020

As at the Announcement Date, the Board comprises eight Directors. The executive Directors are Ms. Chu Kut Yung (Chairman), Mr. Xi Ronggui (Chief Executive Officer), Mr. Au Wai Kin, Mr. Xie Bao Xin and Mr. Bao Wenge; and the independent non-executive Directors are Mr. Lee Tsung Hei, David, Mr. Tan Leng Cheng, Aaron and Mr. Ching Yu Lung.

* *For identification purpose only.*

^ *Where the context so permits or requires, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa.*