

This announcement is for information purposes only and does not constitute an invitation or offer



SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED
銀建國際控股集團有限公司

(Stock Code: 171)

**CONNECTED TRANSACTIONS:
PROPOSED AMENDMENTS TO
THE TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS**

**PROPOSED AMENDMENTS TO THE TERMS AND CONDITIONS OF THE
CONVERTIBLE BONDS**

LISTING RULES IMPLICATIONS

effect automatically under the existing terms of such convertible debt securities. The Company

the Effective Date, the transactions contemplated under the Convertible Bonds held by Regent

Taking into consideration that as at the date of this announcement, Mr. Tang Lunfei, an
associates of Regent Star, both Mr. Tang Lunfei and Mr. Chen Zhiwei are considered to have

Accordingly, Mr. Tang Lunfei and Mr. Chen Zhiwei have abstained

General

The Independent Board Committee, comprising all the independent non-executive Directors,

The Independent Financial Adviser has been appointed by the Company to advise the

EGM

The EGM will be convened and held for the Independent Shareholders to consider and, if

To the best of the Directors' knowledge, information and belief, having made all reasonable

advice from the Independent Financial Adviser to the Independent Board Committee and the

The transactions contemplated under the Amendment Deed (including the Proposed Amendments) are subject to the fulfillment of the Conditions Precedent under the Amendment Deed, which may or may not proceed. Shareholders and potential investors are therefore reminded to exercise caution when dealing in the securities of the Company.

Circular

announcement shall have the same meanings as those defined in the Circular.

BACKGROUND

date of issue of the Convertible Bonds, and if that is not a Trading Day, the first Trading Day after

AMENDMENT DEED

Date

Parties

Issuer: The Company

(ii) Mr. Gao: Mr. Gao Jian Min, who is an Independent Third Party

(iii) Wonderfulsky: Wonderful Sky Financial Group Holdings Limited, a company
is an Independent Third Party

(iv) Ms. Luk: Ms. Luk Ching Sanna, who is an Independent Third Party

Independent Third Party

Third Party

Guarantor:

Mr. Chu Hing Tsung, the chairman of the Board, a co-chief

Proposed Amendments

1. the insertion of the definition of “Closing Price”, being “for the Shares for any Trading Day,

Maturity Date

December 2022, with the definition of “Maturity Date” as set out in the Bond Instrument to

issue of the Convertible Bonds, and if that is not a Trading Day, the first Trading Day after”
to “30 December 2022, and if that is not a Trading Day, the first Trading Day after”;

date immediately after the Relevant Payment Date to the Maturity Date”, and the definition

Outstanding Bonds

Instrument shall be adjusted from “The Convertible Bonds constitute direct, guaranteed, unconditional obligations of the Company” to “The Convertible Bonds constitute direct,

Consideration

Outstanding Interest

Relevant Fee

Announcement

For the avoidance of doubt, notwithstanding that the Additional Securities Documents shall be Deed, the Additional Securities Documents shall only become effective on the Effective Date.

If (i) the Company fails to pay in full the Outstanding Interest and/or the Relevant Fee to all

Securities Documents do not become effective on or before the Long Stop Date:

Subscribers” below in the Amendment Deed shall be automatically ceased to have any effect with immediate effect;

Termination Date

any time after the Termination Date (inclusive of the Termination Date).

Undertaking by the Subscribers

Outstanding Interest and the Relevant Fee by the Company within the respective prescribed

of the Amendment Deed and until the earlier of the Termination Date, the Long Stop Date, (exclusive of the Termination Date, the Long Stop Date, the Effective Date or the date when

2. subject to the full payment of the Relevant Fee by the Company on or before the prescribed of the Relevant Fee by the Company, it shall not exercise the Conversion Rights, provided Relevant Fee has been made by the Company, it shall refund the Relevant Fee in full to the

Conditions Precedent

The Proposed Amendments are subject to the following Conditions Precedent being fulfilled:

5. full payment of the Outstanding Interest and the Relevant Fee by the Company to the

If any of the Conditions Precedent shall not have been fulfilled at or before 11:59 p.m. on the Long

INFORMATION ON THE SUBSCRIBERS AND THE GUARANTOR

Excel Bright is an Independent Third Party.

Independent Third Party.

o f cer of the Company and an executive Director, who owns 34.06% of the issued share capital of

To the best of the knowledge, information and belief of the Directors having made all reasonable

Independent Third Party.

REASONS AND BENEFITS OF THE PROPOSED AMENDMENTS

The Company is an investment holding company, which is engaged in property investment and securities trading. The Group is principally engaged in property leasing and investments.

The Proposed Amendments, which are arrived at after arm's length negotiations between the

without the need to incur substantial additional financing costs to fulfil its obligation with respect

from the Independent Financial Adviser); and (ii) Mr. Tang Lunfei and Mr. Chen Zhiwei who are

LISTING RULES IMPLICATION

effect automatically under the existing terms of such convertible debt securities. The Company

Mr. Chu joined the Amendment Deed as a guarantor to confirm that the Guarantees shall continue unaffected or discharged by the execution of the Amendment Deed and any transactions contemplated

GENERAL

The Independent Board Committee, comprising all the independent non-executive Directors, has

The Independent Financial Adviser has been appointed by the Company to advise the Independent

EGM

The EGM will be convened and held for the Independent Shareholders to consider and, if thought

To the best of the Directors' knowledge, information and belief, having made all reasonable

from the Independent Financial Adviser to the Independent Board Committee and the Independent

The transactions contemplated under the Amendment Deed (including the Proposed Amendments) are subject to the fulfillment of the Conditions Precedent under the Amendment Deed, which may or may not proceed. Shareholders and potential investors are therefore reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

Precedent” under the section headed “AMENDMENT DEED” in

respective bond certificates issued to the Subscribers in respect

“Guarantor” or “Mr. Chu”

Mr. Chu Hing Tsung, the chairman of the Board, a co-chief

”Independent Financial Adviser” Opus Capital Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities as defined under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong),

or arrangement having a similar effect

“Trading Day”

a day when the Stock Exchange is open for dealing business,

Silver Grant International Holdings Group Limited

Chu Hing Tsung

Chairman, Co-Chief Executive Officer