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## **LARRY JEWELRY INTERNATIONAL COMPANY LIMITED**

**俊文寶石國際有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 8351)**

### **SALE AND PURCHASE AGREEMENT IN RESPECT OF 6.5% COUPON CONVERTIBLE BONDS IN THE PRINCIPAL AMOUNT OF HK\$100,000,000 OF THE COMPANY AND CONTINUED SUSPENSION OF TRADING**

This announcement is made by Larry Jewelry International Company Limited (the “**Company**”) pursuant to Rule 17.10 of the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (the “**GEM Listing Rules**”) and the inside information provisions (as defined under the GEM Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

Reference is made to the announcements of the Company dated 31 March 2020, 3 April 2020, 17 April 2020, 14 May 2020, 5 June 2020, 7 July 2020, 31 July 2020, 4 August 2020, 14 August 2020, 1 September 2020, 30 October 2020, 13 November 2020, 26 November 2020, 31 December 2020, 13 January 2021, 29 January 2021, 18 February 2021, 1 March 2021, 31 March 2021, 30 April 2021 and 11 May 2021 (the “**Announcements**”) in relation to, among other things, the updates on the appointment of the Receivers in respect of the Charged Shares (as defined in the announcement of the Company dated 26 November 2020). Unless otherwise defined, capitalized terms used herein shall bear the same meanings as those defined in the Announcements.

#### **SALE AND PURCHASE AGREEMENT IN RESPECT OF THE CONVERTIBLE BONDS**

On 14 July 2021, the Company (as issuer) entered into a sale and purchase agreement (the “**Agreement**”) with Best Fine International Limited (the “**Vendor**”), Right Select International Limited (the “**Receiving Agent**”) and 龔振俠 (Mr. Gong Zhenxia\*) (the “**Purchaser**”), in relation to the acquisition of the Convertible Bonds by the Purchaser from the Vendor (the “**Sale and Purchase**”) at the consideration of HK\$100 million (the “**Consideration**”).

As at the date of this announcement, the outstanding principal and interest of the Convertible Bonds are HK\$100 million and approximately HK\$37.8 million respectively.

## **THE AGREEMENT**

The principal terms of the Agreement are set out below:

### **Date**

14 July 2021

### **Parties**

- (1) the Vendor;
- (2) the Receiving Agent;
- (3) the Purchaser; and
- (4) the Company.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of this announcement, each of the Vendor, the Receiving Agent and the Purchaser and their respective ultimate beneficial owners are third parties independent of the Company and its connected person(s) (as defined in the GEM Listing Rules).

### **Subject Matter**

Pursuant to the Agreement, the Vendor has conditionally agreed to sell and the Purchaser has conditionally agreed to purchase, all the Vendor's rights, title and interest in the Convertible Bonds including the principal amount and interests, with effect from the closing date free from all encumbrances together with all the Vendor's rights and obligations under the security documents in connection with the Charged Shares of any nature whatsoever attaching or accruing to them. The consideration for the Sale and Purchase shall be payable by four instalments.

### **Condition to Closing**

- (a) The Agreement and the obligations of the Purchaser and the Company to effect closing are conditional upon the Purchaser having obtained all consents, approvals and/or authorisations from relevant third parties, government or regulatory authorities which are necessary in connection herewith (and if subject to conditions, on such conditions acceptable to the Purchaser), and such consents, approvals and authorisation remaining in full force and effect and not being revoked prior to the closing date;
- (b) The Vendor is entitled to waive the condition above by service of a written waiver to the Purchaser and the Company. The Purchaser shall use his best endeavours (but without any obligation to give any undertakings, or assurances, or do any other things, which he may reasonably consider unduly onerous in the circumstances) to ensure that the above condition shall be fulfilled by the day falling on the 120th day after the date of the Agreement or any other date as agreed among the parties to the Agreement in writing (the "**Long Stop Date**"). Save as expressly provided, no party is entitled to withdraw from the Agreement before the Long Stop Date unless the condition becomes incapable of fulfilment.

Closing of the Sale and Purchase shall take place on the third business day (or such other date to be agreed between the Vendor and the Purchaser in writing) after a written notice having been served on the Vendor by the Purchaser on the satisfaction of the above conditions or a written waiver has been served on the Purchaser by the Vendor.

### **Conditional release of receivership**

Within 5 business days after the Purchaser having duly paid the first instalment, the second instalment and the third instalment to the Vendor pursuant to the Agreement, the Vendor shall take all such necessary actions, make all filings and sign all such necessary documents to temporarily withdraw the Receivers from the Charged Shares.

As at the date of this announcement, the Purchaser has paid the first instalment pursuant to the Agreement.

### **FINANCIAL EFFECT OF THE SALE AND PURCHASE**

If in any event Closing does not take place because the Company fails to comply with any of its obligations pursuant to the terms of the Agreement, the Vendor and the Purchaser shall discuss amicably and may, by joint notice in writing to the Company terminate this Agreement. If this Agreement is terminated, the Company shall within seven Business Days after the date of such notice of termination pay to each of the Vendor and the Purchaser an amount equivalent to 0.875% of the total Consideration. Pursuant to which the maximum liability of the Company under the Agreement shall be approximately HK\$1.75 million.

### **CONTINUED SUSPENSION OF TRADING**

At the request of the Company, trading in the Shares of the Company on the Stock Exchange has been suspended from 9:00 a.m. on 17 August 2020, and will remain suspended until further notice.

By order of the Board  
**Larry Jewelry International Company Limited**  
**Lan Yang**  
*Executive Director*

Hong Kong, 15 July 2021

*As at the date of this announcement, the Board comprises Mr. Lan Yang as an executive Director, Ms. Lai Pik Chi Peggy as a non-executive Director and Mr. Lin Qiu Fa, Mr. Chung Kwok Pong and Mr. Ke Jun as independent non-executive Directors.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the “Latest Company Announcements” page of the website of GEM ([www.hkgem.com](http://www.hkgem.com)) for at least 7 days from its date of publication and on the website of the Company at [www.larryjewelryinternational.com](http://www.larryjewelryinternational.com).*

*\* For identification purpose only.*