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BIRMINGHAM INTERNATIONAL HOLDINGS LIMITED **伯明翰環球控股有限公司**

(Receivers Appointed)

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2309)

ANNOUNCEMENT PURSUANT TO RULE 3.7 OF THE TAKEOVERS CODE AND INSIDE INFORMATION AND CONTINUOUS SUSPENSION OF TRADING

This announcement is made by the Receivers of Birmingham International Holdings Limited (the “**Company**”), together with its subsidiaries, pursuant to Rule 3.7 of the Takeovers Code, Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

Reference is made to the announcements (“**Announcements**”) of the Company dated 8 April 2015, 8 May 2015, 8 June 2015, and 25 June 2015 in relation to the possible restructuring and continuous suspension of trading. Capitalised terms used herein shall have the same meanings as those defined in the Announcements unless otherwise specified.

UPDATE ON THE POSSIBLE RESTRUCTURING

The Board wishes to inform the Shareholders and potential investors that on 26 June 2015, Trillion Trophy Asia Limited, being the Potential Offeror, the ultimate beneficial owner(s) of which are third party(ies) independent of and not connected with the Company and its connected persons, and the Company entered into a loan agreement (the “**Loan Agreement**”) in relation to a term loan facility (the “**Facility**”).

PRINCIPAL TERMS OF THE LOAN AGREEMENT

- Date: 26 June 2015
- Parties: (1) Birmingham International Holdings Limited (Receivers Appointed) (the “**Borrower**”);
- (2) Trillion Trophy Asia Limited (the “**Lender**”)
- Facility amount: The Facility to be made available to the Borrower by the Lender consists of (a) the drawing of a loan in the amount of HK\$9,813,600 as security for the loan or bank facilities granted by HSBC in the United Kingdom to Birmingham City Football Club Plc (the “**Club**”) (the “**Cash Collateral Utilisation**”); and (b) further loans made or to be made under the Facility in the maximum aggregate amount of HK\$153,000,000 as for funding the Borrower’s operation and the operation of Birmingham City Plc and the Club (collectively, the “**Loans**”).
- Security: (i) a first fixed legal charge over the property (i.e. the football stadium together with the land where it is situated) owned by the Club; (ii) a first floating charge over all the assets, goodwill, undertaking and uncalled capital, both present and future granted or to be granted by the Club; and (iii) a first fixed charge over all book and other debts, both present and future granted or to be granted by the Club, in favour of the Lender as security (collectively, the “**Security**”).
- Drawdown: The Facility will be made available to the Borrower in one or more advances and the aggregated amount of all Loans drawn down (including the loan advanced to the Borrower by the Lender on 27 May 2015 in the amount of HK\$13,500,000 (the “**May 2015 Utilisation**”), the loan advanced to the Borrower by the Lender on 11 June 2015 in the amount of HK\$10,000,000 (the “**June 2015 Utilisation**”) but excluding the Cash Collateral Utilization) shall not exceed HK\$153,000,000.
- Each of the May 2015 Utilisation and the June 2015 Utilisation shall be deemed an advance made by the Lender to the Borrower under the Facility in the amount of HK\$13,500,000 and HK\$10,000,000 respectively, and the terms in respect of the May 2015 Utilisation and the June 2015 Utilisation shall be superseded by the terms of the Loan Agreement.

- Term: 18 months from the date of the Loan Agreement (the “**Maturity Date**”)
- The term of the Facility may be extended by the Borrower once to 36 months from the date of the Loan Agreement (the “**Extended Maturity Date**”) provided that:
- a) the Lender receiving a written request to extend the Maturity Date not less than one month prior to the Maturity Date;
 - b) no event of default is continuing, or would result from the extension of the Maturity Date; and
 - c) the Lender shall have the sole absolute discretion to impose such other terms or conditions for the extension of the term of the Facility as it thinks fit.
- Interest rate: Interest of 8% per annum calculated on a 365-day basis should accrue on each Loan from each relevant drawdown date up to (but excluding) the Maturity Date and shall be payable by the Borrower on the Maturity Date, whether or not the term of the Facility has been extended.
- Following the extension of the term of the Facility, interest shall accrue on the Loans for each one-month period commencing from the Maturity Date at 8% per annum which shall be payable by the Borrower in arrears on the last day of such one-month period.
- Default interest: If the Borrower fails to pay any sum on its due date for payment under the Loan Agreement and any other documents designated as such by the Lender and the Borrower, interest shall accrue on any sum due and payable but unpaid from the due date up to the date of actual receipt by the Lender at 18% per annum.
- Repayment: If the term of the Facility has not been extended, the Borrower shall repay the Loans in full on the Maturity Date together with all interest accrued thereon and all sums owing under the Loan Agreement, and the documents relating to the Security and any other documents or instruments which may be executed from time to time as a further security for all or any part of the Borrower’s obligations (the “**Security Documents**”).
- If the term of the Facility has been extended,
- a) The Borrower shall repay the Loans in full on the Extended Maturity Date together with all interest accrued thereon and all other sums owing under the Loan Agreement and the Security Documents; and

- b) The Lender may, in its sole and absolute discretion, declare all or any part of the Loans, all interest and all other sums payable under the Loan Agreement and the Security Documents immediately due and payable whereupon the same shall become immediately due and payable.

Voluntary Prepayment: The Borrower may at any time prepay, without premium or penalty, all or part of the Loans in the amount of not less than HK\$1,000,000 and thereafter in integral multiples of HK\$1,000,000 with a prior written notice of the amount and proposed date of prepayment in not less than twenty four hours (or such shorted period as the Lender may agree).

Re-borrowing: No amount prepaid or cancelled may subsequently be re-borrowed.

REASONS FOR ENTERING INTO OF THE LOAN AGREEMENT

The Receivers have reviewed the Group's financial and liquidity position, and the obligation to meet funding requirement of the English Football League has been taken into consideration. Should the Facility be made available by the Lender, the liquidity and financial resources of the Group would be significantly enhanced.

After due consideration of the terms of the Facility and other relevant factors in connection with the funding needs of the Group for its operation including the Club, the Receivers are satisfied that the terms of the Loan Agreement are at arm's length, on normal commercial terms, and are fair and reasonable and in the interests of the Company and its shareholders as a whole.

MONTHLY UPDATE

The definitive terms of the investment in relation to the subscription and/or purchase of shares in the Company and/or Birmingham City Plc, a 96.64% owned subsidiary of the Company which owns the entire issued share capital of the Club by the Potential Offeror (the "**Investment**") are subject to further negotiation between the Receivers and the Potential Offeror. The Investment, if proceeded, may or may not result in the change in control of the Company and may or may not lead to a general offer under Rule 26.1 of the Takeovers Code.

Further announcement(s) setting out the progress of the possible restructuring will be made as and when necessary in accordance with the Listing Rules and the Takeovers Code, and on a monthly basis in compliance with Rule 3.7 of the Takeovers Code until an announcement of a firm intention to make an offer under Rule 3.5 of the Takeovers Code or a decision not to proceed with the possible restructuring is made.

CONTINUOUS SUSPENSION OF TRADING

At the request of the Company, trading in the shares on the Stock Exchange was halted with effect from 10:21 a.m. on 4 December 2014. Trading in the shares will remain suspended until further notice. The Company will make further announcements on the latest development of the Group as and when appropriate pursuant to the requirements of the Listing Rules.

Shareholders and potential investors of the Company should be aware that the discussions in respect of the possible restructuring are still ongoing. There is no assurance that any discussions mentioned in this announcement will either be materialized or eventually be consummated. As such, the discussions may or may not lead to the making of a general offer for the shares of the Company. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.

For and on behalf of
Birmingham International Holdings Limited
(Receivers Appointed)
Liu Yiu Keung Stephen, Yen Ching Wai David and Koo Chi Sum
Joint and Several Receivers

Hong Kong, 30 June 2015

As at the date of this announcement, the Board comprises 7 Directors, namely Mr. Liu Yiu Keung Stephen, Mr. Yen Ching Wai David and Ms. Koo Chi Sum as executive Directors; and Mr. Cheung Yuk Ming, Mr. Law Pui Cheung, Mr. Lai Hin Wing Henry Stephen and Mr. Wong Ka Chun Carson as independent non-executive Directors.

All Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.