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(Incorporated in Bermuda with limited liability)

(Stock Code: 1141)

(Warrant Code: 1153)

**DISCLOSEABLE AND CONNECTED TRANSACTION
THE DISPOSAL OF THE ENTIRE EQUITY INTERESTS
OF TARGET COMPANY
AND
THE ACQUISITION OF THE CONVERTIBLE BONDS**

The Board announces that on 28 November 2016 (after trading hours), the Vendor, a wholly owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Purchaser in relation to the disposal of the Sale Share and the Sale Loan to the Purchaser for an aggregate consideration of HK\$227,000,000, which shall be settled by the Purchaser by way of cash Deposit and the issue of the Convertible Bonds. The Disposal is subject to the satisfaction of the conditions as set out in the paragraph headed “Conditions” below.

As the relevant percentages regarding the Disposal and the acquisition of the Convertible Bonds exceed 5% but all below 25%, the Disposal and the acquisition of the Convertible Bonds constitute discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules.

As CSPT through its wholly owned subsidiaries is a substantial shareholder of the Company (as defined under the Listing Rules) and the Purchaser is a wholly owned subsidiary of CSPT, the Disposal and the acquisition of the Convertible Bonds constitute connected transaction on the part of the Company under Chapter 14A of the Listing Rules and will be subject to, among others, the Independent Shareholders’ approval at the SGM.

A circular containing, among other matters, (i) further details of the Disposal and the acquisition of the Convertible Bonds; (ii) the recommendation of the Independent Board Committee to the Independent Shareholders; (iii) the letter from an independent financial advisor containing its advice to the Independent Board Committee and the Independent Shareholders; and (iv) the notice of SGM is expected to be despatched to the Shareholders on or before 31 December 2016.

As the Completion is subject to the fulfilment of the conditions, the Disposal may or may not proceed. Shareholders and investors should exercise caution when dealing in securities of the Company.

The Board announces that on 28 November 2016 (after trading hours), the Vendor, a wholly owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Purchaser in relation to the Disposal of the Sale Share and the Sale Loan to the Purchaser for an aggregate consideration of HK\$227,000,000.

SALE AND PURCHASE AGREEMENT

Date: 28 November 2016 (after trading hours)

Parties: (1) The Vendor as vendor
(2) The Purchaser as purchaser

The Purchaser is a company incorporated in the British Virgin Islands with limited liability and is principally engaged in investment holding. The Purchaser is a wholly owned subsidiary of CSPT.

CSPT is a company incorporated in Bermuda with limited liability and the issued CSPT Shares are listed on the Main Board of the Stock Exchange (Stock Code: 139). As at the date of this announcement, CSPT together with its subsidiaries hold 2,469,935,829 Shares, representing approximately 15.48% of the issued share capital of the Company and 280,000,000 listed warrants of the Company. As such, CSPT is a substantial shareholder of the Company (as defined under the Listing Rules) and CSPT and the Purchaser are connected persons of the Company under Chapter 14A of the Listing Rules.

As at the date of this announcement, the Group holds 1,215,971,647 CSPT Shares, representing approximately 13.56% of the issued share capital of CSPT.

Asset to be disposed:

Pursuant to the Sale and Purchase Agreement, the Purchaser has conditionally agreed to acquire and the Vendor has conditionally agreed to sell (i) the Sale Share comprising an aggregate of one (1) share in the share capital of the Target Company, representing 100% of the entire issued share capital of the Target Company as at the date of this announcement; and (ii) the Sale Loan. As at the date of this announcement, the Sale Loan amounts to approximately HK\$181,000,000.

The Target Company is a company incorporated in the British Virgin Islands with limited liability and is principally engaged in investment holding. The Target Company owns 100% of the Hong Kong Subsidiary, which in turn holds the Property. The only significant asset of the Target Group is the Property. The Target Group also holds certain furniture and fixtures in the Property but no other real estate properties.

Consideration:

The total consideration for the Disposal is HK\$227,000,000, which shall be satisfied by the Purchaser in the following manner:

- (a) as to HK\$22,000,000, being the deposit (the “Deposit”) and the part payment towards the consideration for the sale and purchase of the Sale Share and the Sale Loan, shall be payable by the Purchaser to the Vendor within ten Business Days from the date of signing of the Sale and Purchase Agreement;
- (b) as to the remaining balance of HK\$205,000,000, which shall be payable by the Purchaser by procuring CSPT to issue the Convertible Bonds in the principal amount of HK\$205,000,000 to the Vendor (or as it may direct) upon Completion.

The consideration was determined after arm’s length negotiations between the parties to the Sale and Purchase Agreement with reference to, among others, (i) the preliminary property valuation of the Property of HK\$410,000,000; and (ii) the outstanding Bank Loan of the Target Group upon Completion shall not exceed HK\$179,000,000. The Directors (excluding the independent non-executive Directors whose view will be included in the circular of the Company to be despatched in relation to, inter alia, the Disposal after taking into consideration of the advices of the independent financial adviser to be appointed) consider the consideration of the Disposal to be fair and reasonable and on normal commercial terms and are in the interests of the Company and the Independent Shareholders as a whole. As at the date of this announcement, the outstanding Bank Loan amounts to approximately HK\$180,000,000.

The preliminary valuation of the Property was carried out by Ascent Partners Valuation Service Limited, an independent surveyor to the Company and the date of preliminary valuation was 28 November 2016. The valuer valued the Property by comparison method with reference to comparable market transactions as reported in the market at similar locations. The Company will include the valuation report of the Property in the circular to be despatched to the Shareholders.

The Convertible Bonds

Principal Terms of the Convertible Bonds

| | |
|-------------------|---|
| Issuer: | CSPT |
| Principal amount: | HK\$205,000,000 |
| Maturity Date: | The second anniversary of the date of issue of the Convertible Bonds (which must be a Business Day, and if not, the Business Day immediately following) |
| Redemption: | <p>With mutual agreement between CSPT and the holder(s) of the Convertible Bonds, CSPT may at any time before the maturity date by giving not less than seven Business Days' notices to relevant holder(s) of the Convertible Bonds, redeem the Convertible Bonds (in whole or in part) at 100% to the principal amount of the part of the Convertible Bonds to be redeemed.</p> <p>Any amount of the Convertible Bonds which remains outstanding on the maturity date shall be redeemed at 100% of its then outstanding principal amount.</p> <p>Any amount of the Convertible Bonds which is redeemed by the Company will be forthwith cancelled.</p> |
| Interest: | The Convertible Bonds shall not carry any interest |
| Transferability: | The Convertible Bonds may be assigned or transferred to any transferee subject to prior consent of CSPT. The Convertible Bonds may not be assigned or transferred to any connected person of CSPT (as defined under the Listing Rules) without compliance with the Listing Rules. |

Conversion Period: From the date of issue of the Convertible Bonds and expiring on the fifth day prior to the Maturity Date

Conversion: Provided that (i) any conversion of the Convertible Bonds does not trigger a mandatory offer obligation under Rule 26 of the Takeovers Code on the part of the Bondholder which exercised the conversion rights; and (ii) CSPT will be able to comply with the public float requirements under Rule 8.08 of the Listing Rules immediately after conversion of the Convertible Bonds, the holder of the Convertible Bonds shall have the right at any time on any Business Day from the date of issue of the Convertible Bonds up to 5 days prior to the maturity date to convert the whole or part of the outstanding principal amount of the Convertible Bonds registered in its name into Shares

Conversion Price: The Convertible Bonds shall be converted at the Conversion Price. Upon issue of the Convertible Bonds, the initial Conversion Price will be HK\$0.183 per Conversion Share (subject to adjustments).

The initial Conversion Price of HK\$0.183 represents:

- (i) the same as the closing price of HK\$0.183 per CSPT Share as quoted on the Stock Exchange on 28 November 2016, being the date of the Sale and Purchase Agreement; and
- (ii) a premium of approximately 0.33% over the average of the closing prices of HK\$0.1824 per CSPT Share as quoted on the Stock Exchange for the last five (5) consecutive trading days up to and including 28 November 2016.

The Conversion Price shall be adjusted as provided in the terms and conditions of Convertible Bonds each of the following cases:

- (i) an alteration of the nominal amount of the CSPT Shares by reason of any consolidation or subdivision;

- (ii) an issue (other than in lieu of a cash dividend) by CSPT of CSPT Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund);
- (iii) a capital distribution (as defined in the Convertible Bonds instrument) being made by CSPT, whether on a reduction of capital or otherwise, to holders of the CSPT Shares in their capacity as such;
- (iv) an offer or grant being made by CSPT to holders of CSPT Shares by way of rights or of options or warrants to subscribe for new CSPT Shares at a price which is less than 80 per cent. of the market price at the date of the announcement of such offer or grant;
- (v) an issue wholly for cash or for reduction of liabilities being made by CSPT of securities convertible into or exchangeable for or carrying rights of subscription for new CSPT Shares, if in any case the total effective consideration per CSPT Share (as defined in the Convertible Bonds terms and conditions) initially receivable (or in the case of reduction in liabilities, the amount of liabilities to be reduced) for such securities is less than 80 per cent. of the market price, or the terms of any such rights of conversion or exchange or subscription attached to any such securities being modified so that the said total effective consideration per CSPT Share initially receivable for such securities is less than 80 per cent. of the market price at the date of the announcement of such securities;
- (vi) an issue being made by CSPT wholly for cash or for reduction of liabilities of CSPT Shares at a price per CSPT Share less than 80 per cent. of the market price at the date of the announcement of such issue; and
- (vii) an issue being made by CSPT of CSPT Shares for the acquisition of asset at a total effective consideration per CSPT Share (as defined in the Convertible Bonds instrument) less than 80 per cent. of the market price.

Voting Rights: The holder of the Convertible Bonds will not be entitled to attend or vote at any general meetings of CSPT by reason only of it being the holder of the Convertible Bonds.

Ranking: The payment obligations of the Company under the Convertible Bonds shall, save for such exceptions as may be provided by applicable legislation, at all times rank equally with all its other present and future unsecured and unsubordinated obligations.

The Conversion Shares issued upon conversion of the Convertible Bonds will in all respects rank pari passu with the CSPT Shares in issue on the date of allotment and issue of such Conversion Shares and accordingly shall entitle the holders to participate in all dividends or other distributions declared, paid or made on or after the relevant conversion date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the relevant conversion date.

Listing: The Convertible Bonds will not be listed on the Stock Exchange or any other stock exchange. Application will be made by CSPT to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

Lock-up: There is no lock-up restriction on subsequent transfer of the Conversion Shares.

Based on the initial Conversion Price of HK\$0.183 per Conversion Share, a maximum number of 1,120,218,579 Conversion Shares will be allotted and issued upon exercise of the conversion rights attached to the Convertible Bonds in full, which represent: (i) approximately 12.50% of the issued share capital of CSPT as at the date of this announcement; and (ii) approximately 11.11% of the issued share capital of CSPT as to be enlarged by the allotment and issue of the Conversion Shares to be allotted and issued upon the exercise of the conversion rights attaching to the Convertible Bonds in full.

The Conversion Shares will rank pari passu in all respects with the CSPT Shares in issue as at the date of allotment and issue of the Conversion Shares.

The Conversion Price was arrived at after arm's length negotiations between the Vendor and the Purchaser, taking into account of, among others, the liquidity and the recent trading performance of the CSPT Shares. The Directors (excluding the independent non-executive Directors whose view will be included in the circular of the Company to be despatched in relation to, inter alia, the Disposal after taking into consideration of the advices of the independent financial adviser to be appointed) consider that the Conversion Price and the terms and conditions of the Convertible Bonds are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Conditions

The Disposal is conditional upon the satisfaction of the following:

- (a) the Purchaser being reasonably satisfied with the results of the due diligence review in particular the review of the assets, liabilities, operations and affairs of the Target Group as the Purchaser may reasonably consider appropriate;
- (b) the Purchaser being reasonably satisfied that there are no title defects to the Property and it is free from all encumbrances;
- (c) production of written evidence by the Vendor to the satisfaction of the Purchaser that all debts and liabilities of the Target Company (other than the Sale Loan and the Bank Loan which shall not exceed HK\$179,000,000 and other normal accruals and deposit received in the ordinary course of business of the Target Group and acceptable by the Purchaser) having been discharged, released, waived or extinguished;
- (d) all necessary consents and approvals required to be obtained on the part of the Purchaser, the Vendor and the Target Company in respect of the Sale and Purchase Agreement and the transactions contemplated thereby having been obtained and remain in full force and effect;
- (e) (i) if necessary, the passing by the Independent Shareholders who are entitled to vote and not required to be abstained from voting under the Listing Rules at a general meeting of the Company to be convened and held of the necessary ordinary resolution(s) to approve the Sale and Purchase Agreement and the transactions contemplated thereby, and all other consents and acts required to be obtained by the Vendor under the Listing Rules and/or other applicable laws and regulations having been obtained and completed or, as the case may be, the relevant waiver from compliance with any of such rules having been obtained from the Stock Exchange;

- (ii) if necessary, the passing by the independent shareholders of CSPT who are entitled to vote and not required to be abstained from voting under the Listing Rules at a general meeting of CSPT to be convened and held of the necessary ordinary resolution(s) to approve the Sale and Purchase Agreement and the transactions contemplated thereby (including but not limited to the issue of the Convertible Bonds and the allotment and issue of the Conversion Shares), and all other consents and acts required to be obtained by the Purchaser under the Listing Rules and/or other applicable laws and regulations having been obtained and completed or, as the case may be, the relevant waiver from compliance with any of such rules having been obtained from the Stock Exchange;
- (f) the warranties provided by the Vendor under the Sale and Purchase Agreement remaining true and correct in all material respects;
- (g) the despatch of the circular by the Company in respect of the Disposal and the despatch of the circular by CSPT in respect of the Sale and Purchase Agreement including the issue of the Convertible Bonds as required under the Listing Rules;
- (h) the Purchaser being reasonably satisfied that there has not been any material adverse change in respect of the Target Company since the date of the Sale and Purchase Agreement; and
- (i) the Stock Exchange granting the listing of and permission to deal in the Conversion Shares.

The Purchaser may at any time at its absolute and sole discretion waive in writing the conditions (a), (b), (f) and/or (h) set out above. The other conditions set out above are incapable of being waived. The Purchaser has no current intention to waive any conditions. If the conditions set out above have not been satisfied on or before 28 February 2017, or such later date as the Vendor and the Purchaser may agree in writing (the “**Long Stop Date**”), the Sale and Purchase Agreement shall cease and terminate and neither party shall take any action to claim for damages or to enforce specific performance or any other rights and remedies thereafter.

Completion

Completion is expected to take place on the fifth Business Day after the fulfilment (or waiver) of the conditions (or such later date as the parties to the Sale and Purchase Agreement may agree) mentioned above.

Upon Completion, the Target Company will cease to be a wholly owned subsidiary of the Company and the Company will cease to have any interests in the Target Group.

INFORMATION ON THE TARGET GROUP AND THE PROPERTY

The Target Company is a company incorporated in the British Virgin Islands with limited liability and is principally engaged in investment holding. The Target Company is the legal and beneficial owner of the entire equity interests of the Hong Kong Subsidiary, which in turn holds the Property. Immediately prior to the entering into of the Sale and Purchase Agreement, the Target Company is held as to 100% by the Company. After Completion of the Disposal, the Purchaser shall be interested in the entire issued share capital of the Target Company and the Company shall cease to have any interests in the Target Company.

The Hong Kong Subsidiary is currently holding the Property located at No. 2, Lincoln Road, Kowloon, Hong Kong. The Property is a house with gross floor area of approximately 6,702 sq. ft. and saleable area of approximately 6,659 sq. ft. The Property comprises a 3-storey garden house with a swimming pool on ground floor with internal staircase and a lift. The Property is currently used for domestic purpose and is currently subject to a tenancy agreement with monthly rental of HK\$450,000. Based on the land search record, the Property was acquired by the Hong Kong Subsidiary in 2010 with a consideration of HK\$160,000,000.

Set below is the financial information of the Hong Kong Subsidiary:

| | For the year ended 31 December 2014 <i>HK\$'000</i> (Audited) | For the year ended 31 December 2015 <i>HK\$'000</i> (Unaudited) | For the ten months ended 31 October 2016 <i>HK\$'000</i> (Unaudited) |
|------------------------|--|--|---|
| Profit before taxation | 1,362 | 41,017 | 184 |
| Profit after taxation | 1,362 | 41,017 | 184 |
| Net asset value | 162,911 | 203,928 | 203,743 |

Set below is the financial information of the Target Company:

| | For the year ended 31 December 2014 <i>HK\$'000</i> (Audited) | For the year ended 31 December 2015 <i>HK\$'000</i> (Unaudited) | For the ten months ended 31 October 2016 <i>HK\$'000</i> (Unaudited) |
|----------------------|--|--|---|
| Loss before taxation | 11 | 303 | 8 |
| Loss after taxation | 11 | 303 | 8 |
| Net deficits | 11 | 314 | 322 |

The Target Group did not record any revenue for the years ended 31 December 2014. The Target Group recorded revenue of approximately HK\$450,000 for the year ended 31 December 2015 and revenue of HK\$4,500,000 for the period ended 31 October 2016 and the profits of the Target Group for the years ended 31 December 2014 and 2015 were mainly due to revaluation gain on the fair value of the Property and the profit for the period ended 31 October 2016 was mainly attributable to the rental income of the Property.

The losses of the Target Company for the year ended 31 December 2014 and 31 December 2015 and period ended 31 October 2016, were mainly due to the administrative costs and expenses.

Based on the unaudited consolidated management accounts of the Target Group, it is estimated that upon Completion, the Group will record a gain of approximately HK\$4,000,000 upon completion of the Disposal and an increase in the net assets of the Group by approximately HK\$4,000,000. The gain on Disposal is based on the consideration of HK\$227,000,000 less cost of investment in the Target Group of HK\$22,370,000 and disposal expense of HK\$600,000.

The valuation report of the Property shall be included in the circular to be despatched to the Shareholders in respect of the Disposal.

INFORMATION OF CSPT

CSPT is a company incorporated in Bermuda with limited liability and the issued CSPT Shares are listed on the Main Board of the Stock Exchange (Stock Code: 139). The CSPT Group is principally engaged in the businesses of trading and distribution of electronic and accessory products and other merchandise, financial investments and trading, money lending business and the research and development of integrated circuit technology, information and big data technology. The Purchaser is an indirectly wholly owned subsidiary of CSPT incorporated in the British Virgin Islands with limited liability and is principally engaged in investment holding.

Set below is the financial information of CSPT:

| | For the year ended 31 March 2014 <i>HK\$'000</i> (Audited) | For the year ended 31 March 2015 <i>HK\$'000</i> (Audited) | For the year ended 31 March 2016 <i>HK\$'000</i> (Audited) |
|-------------------------------|---|---|---|
| Profit/(Loss) before taxation | (7,906) | (1,274,973) | (1,214,744) |
| Profit/(Loss) after taxation | (7,906) | (1,275,139) | (1,214,745) |
| Net asset value | 128,689 | 1,118,727 | 934,456 |

The unaudited net asset value of CSPT as at 30 September 2016 amounts to approximately HK\$1,096,672,000.

REASONS FOR THE TRANSACTION AND USE OF PROCEEDS

The Group is principally engaged in investment holdings, provision of brokerage, securities margin financing and related services, securities investment and real estate.

Reference is made to the announcement of the Company dated 4 March 2016 in relation to, among others, the acquisition of the Target Company.

While the Group has only acquired the Target Company for a relatively short span of time, it is noted that the property market in Hong Kong has become uncertain since completion of the acquisition. On 4 November 2016, the Hong Kong government announced that the Stamp Duty Ordinance would be amended to increase the ad valorem stamp rates for residential property transactions to a flat rate of 15%. Such recent policy change creates uncertainty on the future prospect of property market in Hong Kong.

The Company considers that the Disposal is an opportunity for the Company to realize its investment in the Target Group and to reallocate its resources for its business development.

The transaction involves the issuance of the Convertible Bonds by CSPT to the Group. The Group intends to hold the Convertible Bonds as a kind of treasury investment and be classified as current assets in its statement of financial position and CSPT will not be regarded as an associate of the Company upon Completion.

As the CSPT Shares are listed on the Main Board of the Stock Exchange, the Group will be able to realise the investment in the Convertible Bonds by converting the Convertible Bonds into Conversion Shares and disposal of the same in the open market, which represent an efficient mean for the realisation of the investment in the Convertible Bonds.

The Directors (excluding the independent non-executive Directors whose view will be included in the circular of the Company to be despatched in relation to, inter alia, the Disposal after taking into consideration of the advices of the independent financial adviser to be appointed) consider that the terms and conditions of the Sale and Purchase Agreement are reasonable and fair and in the interests of the Company and the Independent Shareholders as a whole.

After deducting expenses relating to the Disposal, there will be net proceeds of approximately HK\$226,400,000 from the Disposal (including cash proceeds of approximately HK\$21,400,000) and the Company intends to utilize the net proceeds towards brokerage and related services of the Group.

It is expected that the Disposal will not have any significant impact on the revenue and profits of the Group. While it is contemplated that both the total assets and total liabilities of the Group will decrease as a result of the Disposal, it is expected that the Disposal will not have a material adverse impact on the net asset position of the Group. The Board is of the view that the future prospects of the remaining Group will not be affected by the Disposal.

LISTING RULES IMPLICATION

As the relevant percentages regarding the Disposal exceed 5% but all below 25%, the Disposal constitutes discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules.

The issuance of the Convertible Bonds to the Group will be deemed as an acquisition of the Convertible Bonds by the Group. As the relevant percentages regarding the acquisition of the Convertible Bonds as contemplated under the Sale and Purchase Agreement exceed 5% but less 25%, such acquisition of the Convertible Bonds constitutes a discloseable transaction under Chapter 14 of the Listing Rules.

As CSPT through its wholly owned subsidiaries is a substantial shareholder of the Company (as defined under the Listing Rules) and the Purchaser is a wholly owned subsidiary of CSPT, the Disposal and the acquisition of the Convertible Bonds constitute connected transaction on the part of the Company under Chapter 14A of the Listing Rules and will be subject to, among others, the Independent Shareholders' approval at the SGM.

To the best belief, information and knowledge of the Directors, after making reasonable enquiries, save for that CSPT and its subsidiaries holding 2,469,935,829 Shares as at the date of this announcement, representing approximately 15.48% of the issued share capital of the Company and 280,000,000 listed warrants of the Company, no other Shareholders have a material interest in the Disposal and are required to abstain from voting at the SGM. CSPT and its associates shall abstain from voting at the SGM.

As at the date of this announcement, Mr. Wang Haixiong, being the chief executive officer and executive director of the Company, (i) held 460,000,000 CSPT Shares, representing approximately 5.13% of the issued share capital of CSPT; and (ii) was an executive director of CSPT in the past twelve months preceding the date of this announcement. In light of such conflict of interests, Mr. Wang Haixiong has abstained from voting at the relevant board resolutions of the Company approving the Sale and Purchase Agreement and the transactions contemplated thereunder.

The Independent Board Committee comprising all the independent non-executive Directors has been established to advise the Independent Shareholders in respect of the terms of the Sale and Purchase Agreement and the transactions contemplated thereunder. An independent financial adviser will be appointed by the Company to advise the Independent Board Committee and the Independent Shareholders in this regard.

A SGM will be convened and held for the Shareholders to, among other things, consider and, if thought fit, to approve the Sale and Purchase Agreement and the transactions contemplated thereunder including the Disposal and the acquisition of the Convertible Bonds as contemplated under the Sale and Purchase Agreement.

A circular containing, among other matters, (i) further details of the Disposal and the acquisition of the Convertible Bonds; (ii) the recommendation of the Independent Board Committee to the Independent Shareholders; (iii) the letter from an independent financial advisor containing its advice to the Independent Board Committee and the Independent Shareholders; and (iv) the notice of SGM is expected to be despatched to the Shareholders on or before 31 December 2016.

DEFINITIONS

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

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|----------------------------|---|
| “associates” | has the meaning ascribed to this term under the Listing Rules |
| “Bank Loan” | the outstanding bank loan owed by the Target Group to bank, which shall not exceed HK\$179,000,000 upon Completion |
| “Board” | the board of Directors from time to time |
| “Business Day” | a day (other than a Saturday, Sunday or public holiday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours |
| “Company” | Skyway Securities Group Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange |
| “Completion” | completion of the Disposal in accordance with the terms and conditions of the Sale and Purchase Agreement |
| “Conversion Rights” | the rights attached to the Convertible Bonds to convert the principal amount (or any part(s) thereof) of the Convertible Bonds into CSPT Shares |

| | |
|------------------------------|--|
| “Conversion Price” | initially at HK\$0.183 (subject to adjustments) per Conversion Share |
| “Conversion Shares” | the CSPT Shares to be allotted and issued by CSPT under the Convertible Bonds upon exercise of the Conversion Rights or otherwise pursuant to the Conditions |
| “Convertible Bonds” | the two-year zero coupon unlisted convertible bonds in an aggregate principal amount of HK\$205,000,000 to be issued by CSPT to the Vendor (or as it may direct) to settle part of the consideration payable by the Purchaser under the Sale and Purchase Agreement and to be created by the convertible bond instrument and the bondholder shall have the Conversion Rights to convert any outstanding principal amount of the Convertible Bonds into the Conversion Shares at an initial Conversion Price of HK\$0.183 (subject to adjustments) per Conversion Share |
| “connected person” | has the meaning ascribed to this term under the Listing Rules |
| “CSPT” | China Soft Power Technology Holdings Limited, a company incorporated in Bermuda with limited liabilities and the issued CSPT Shares are listed on the Main Board of the Stock Exchange |
| “CSPT Share(s)” | ordinary share(s) of CSPT of HK\$0.01 each |
| “CSPT Shareholder(s)” | holder(s) of CSPT Share(s) |
| “Directors” | directors of the Company from time to time |
| “Disposal” | the disposal by the Vendor of the Sale Shares and the Sale Loan subject to and upon the terms and conditions of the Sale and Purchase Agreement |
| “Group” | the Company and its subsidiaries |
| “Hong Kong” | the Hong Kong Special Administrative Region of the People’s Republic of China |

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|--------------------------------------|--|
| “Hong Kong Subsidiary” | Metro Victor Limited, the wholly owned subsidiary of the Target Company incorporated in Hong Kong with limited liability |
| “Independent Board Committee” | the independent committee of the Board comprising all the independent non-executive Directors established to advise the Independent Shareholders in respect of the terms of the Sale and Purchase Agreement and the transactions contemplated thereunder |
| “Independent Shareholders” | Shareholders other than CSPT, the Purchaser and their respective associates |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “Property” | the property located at No. 2, Lincoln Road, Kowloon, Hong Kong |
| “Purchaser” | Celestial Lodge & Limited, purchaser to the Sale and Purchase Agreement, a company incorporated in the British Virgin Islands with limited liability and a wholly owned subsidiary of CSPT |
| “Sale and Purchase Agreement” | the sale and purchase agreement dated 28 November 2016 and entered into between the Vendor and the Purchaser for the sale and purchase of the Sale Share and the Sale Loan |
| “Sale Share” | one (1) share in the issued share capital of the Target Company, representing the entire issued share capital of the Target Company |
| “Sale Loan” | all obligations, liabilities and debts owing or incurred by the Target Company to the Vendor and its associates on or at any time prior to Completion whether actual, contingent or deferred and irrespective of whether the same is due and payable on Completion |
| “SGM” | the special general meeting of the Company to be held and convened to consider and approve the Sale and Purchase Agreement and the transactions contemplated thereunder |

| | |
|------------------|---|
| “Shareholders” | holders of the Shares |
| “Shares” | ordinary shares of HK\$0.01 each in the capital of the Company |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “Target Company” | Sky Eagle Global Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly owned subsidiary of the Company |
| “Target Group” | the Target Company and the Hong Kong Subsidiary |
| “Vendor” | Gold Mission Limited, vendor to the Sale and Purchase Agreement, a company incorporated in the British Virgin Islands with limited liability and a wholly owned subsidiary of the Company |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong |
| “US\$” | United States dollars, the lawful currency of the United States of America |
| “%” | per cent. |

By order of the Board
Skyway Securities Group Limited
Lin Yuehe
Chairlady

Hong Kong, 28 November 2016

As at the date of this announcement, the Board comprises the following Directors:

Executive Directors:

Ms. Lin Yuehe (*Chairlady*)

Mr. Wang Haixiong (*Chief Executive Officer*)

Independent Non-executive Directors:

Mr. Chan Kwan Pak

Mr. Siu Gee Tai

Mr. Siu Siu Ling Robert