

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



PEACE MAP HOLDING LIMITED

天下圖控股有限公司

(In Liquidation)

(incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock code: 402)

EXCLUSIVITY AGREEMENT

This announcement is made by Peace Map Holding Limited (In Liquidation) (the “**Company**”) pursuant to Rules 13.09, 13.24A and 13.49(3) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Rules**”) and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Reference is also made to the announcements of the Company dated 3 July 2018, 10 July 2018, 16 July 2018, 17 July 2018, 27 July 2018, 8 August 2018, 14 August 2018, 26 September 2018, 12 November 2018 and 12 February 2019 (collectively, the “**Announcements**”) in relation to, among others, the update on suspension of trading. Unless otherwise stated, capitalised terms used in this announcement shall have the same meaning as those defined in the Announcements.

EXCLUSIVITY AGREEMENT

Exclusivity

The Company announces that, on 19 March 2019, the Company, the joint liquidators of the Company (the “**Joint Liquidators**”) and a potential investor (the “**Potential Investor**”) entered into the exclusivity agreement (the “**Exclusivity Agreement**”), pursuant to which the Company and the Potential Investor agreed to negotiate in good faith for concluding contracts for implementing a proposed restructuring of the Company involving an acquisition of assets by the Company from the Potential Investor (the “**Proposed Transaction**”), the placing of all existing assets of the Company into a scheme for the benefits of the Company’s creditors and shareholders, and the submission of a proposal by the Company for seeking a resumption of trading in the shares of the Company to the Stock Exchange (the “**Resumption Proposal**”) within a period of 3 months from the date of the Exclusivity Agreement or such longer period as mutually agreed by the Potential Investor and the Company. Pursuant to the Exclusivity Agreement, the Company and directors, officers or employees or its subsidiaries for the time being and their respective professional advisors shall not, without the prior consent in writing of the Potential Investor, directly or indirectly (i) solicit proposals from any other persons other than the Potential Investor in relation to an acquisition or a series of acquisitions of assets by the Company which constitutes a reverse takeover (as defined under the Listing Rules), or any other transaction or series of transactions that will result in the resumption of trading of the shares of the Company on the Stock Exchange (each, a “**Restricted Transaction**”); (ii) participate in, or make arrangements for, discussions or negotiations with any third party in relation to a Restricted Transaction; (iii) provide information (whether orally, in writing or in any other form) to any third party, or entertain, co-operate with or undertake any work in relation to, any approach from a third party in relation to a Restricted Transaction; or (iv) enter into a Restricted Transaction or make or commit to any arrangement relating to any Restricted Transaction for (i) the period of three months from the date of the Exclusivity Agreement or such longer period as mutually agreed by the parties to the Exclusivity Agreement; or (ii) the period commencing from the date of the Exclusivity Agreement up to the date when the Potential Investor gives notice in writing to the Company and/or the Joint Liquidators that the Potential Investor is no longer interested to proceed with the Proposed Transaction; (iii) the period commencing from the date of the Exclusivity Agreement up to the date when the Company gives notice in writing to the Potential Investor to terminate the Exclusivity Agreement; or (iv) the period commencing from the date of the Exclusivity Agreement up to the date when the Resumption Proposal is rejected by the Stock Exchange, whichever is the shorter (the “**Exclusivity Period**”). The Potential Investor agrees to pay a sum of HK\$1.0 million to the Company (the “**Exclusivity Payment**”) within 7 days after the date of entering into the Exclusivity Agreement solely for the purpose of payment of all fees, charges, costs, expenses and disbursements of or paid or incurred by the Company and/or the Joint Liquidators to professional advisors (inducing those of the Joint Liquidators) in the negotiation, preparation

and implementation of the Proposed Transaction and any matters in respect thereof or incidental thereto, including without limitation and for the avoidance of doubt all fees, costs and expenses of or paid or incurred by the Company and the Joint Liquidators to professional advisors (including those of the Joint Liquidators) in the negotiation, preparation, execution and implementation of the Exclusivity Agreement (the “**Relevant Expenses**”).

To the best of the Company’s knowledge, information and belief having made all reasonable enquiries, the Potential Investor and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

Termination

Upon the expiry of the Exclusivity Period (other than termination of the Exclusivity Agreement by the Company pursuant to the provisions contained therein as set out in the next paragraph below), the Company shall return the balance of the Exclusivity Payment (if any), being the Exclusivity Payment paid to the Company less the Relevant Expenses paid or incurred as at the date of termination of the Exclusivity Period, to the Potential Investor within 14 days after the expiry of the Exclusivity Period; provided that it is agreed that in the event the Exclusivity Agreement is terminated by the Potential Investor by notice in writing to the Company or the Potential Investor shall otherwise give notice in writing to the Company that the Potential Investor is no longer interested to proceed with the Proposed Transaction, thereupon the Exclusivity Payment or the balance thereof (if any), being the Exclusivity Payment paid to the Company less the Relevant Expenses paid or incurred as at date of termination of the Exclusivity Period (if any), shall be absolutely forfeited to the Company as liquidated damages and not as penalty and the parties to the Exclusivity Agreement agree that the forfeited amount (if any) shall constitute the genuine pre-estimate of the losses that the Company shall suffer or incur due to the termination of the transactions contemplated thereunder by the Potential Investor, notwithstanding whether the Exclusivity Payment or any part thereof has been used for the purpose of payment of any Relevant Expenses by the Company and/or the Joint Liquidators. Upon refund of such balance (if any) or such forfeiture (as the case may be), the Exclusivity Agreement shall forthwith expire and be treated as terminated and everything therein contained shall, except for certain clauses such as those relating to confidentiality, governing law and termination (which shall survive for a period of 5 years after the expiration or termination of the Exclusivity Agreement), be null and void and of no further effect; and the Company shall have no further claim of whatsoever nature against the Potential Investor and shall not take any action against the Potential Investor, including actions for damages or specific performance of the Exclusivity Agreement.

Pursuant to the Exclusivity Agreement, the Company may also at any time terminate the Exclusivity Agreement by returning to the Potential Investor a sum equal to the Exclusivity Payment plus paying the Potential Investor liquidated damages in the sum of HK\$1.0 million (the “**Liquidated Damages**”), being agreed by the parties to the Exclusivity Agreement that such liquidated damages constitute a genuine pre-estimate of the losses that the Potential Investor shall incur due to the termination of the transactions contemplated thereunder by the Company, notwithstanding payment of any Relevant Expenses by the Company and/or the Joint Liquidators. Upon making such refund and payment of the Liquidated Damages, the Exclusivity Agreement shall forthwith expire and be treated as terminated and everything contained in the Exclusivity Agreement shall, except for certain clauses such as these relating to confidentiality, governing law and termination which shall survive for a period of 5 years after the expiration or termination of the Exclusivity Agreement, be null and void and of no further effect; and the Potential Investor shall have no further claim of whatsoever nature against the Company and shall not take any action against the Company or the Joint Liquidators, including actions for damages or specific performance of the Exclusivity Agreement.

Further announcement(s) will be made by the Company to update the shareholders of the Company on the development of the Company as and when appropriate pursuant to the requirements of the Listing Rules.

CONTINUED SUSPENSION OF TRADING

At the request of the Company, trading in the shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on Monday, 13 August 2018 and will remain suspended until further notice.

There is no assurance that the restructuring will materialise or eventually be consummated. Shareholders and all potential investors of the Company should be aware that the arrangement of the restructuring is subject to further negotiations between the Potential Investor, the Joint Liquidators and the Company.

By order of the Board of
Peace Map Holding Limited
(In Liquidation)

David Yen Ching Wai,
Anita So Kit Yee and
Keiran Hutchison

Joint Liquidators

*Acting as agents of the Company only and
without personal liability*

Hong Kong, 19 March 2019

As at the date of this announcement, the executive directors of the Company are Mr. GUAN Hongliang (Chairman), Mr. WANG Zheng (Chief Executive Officer), Mr. LI Bin, Ms. MU Yan, Mr. LI Chengning and Mr. XU Jian (Chief Financial Officer) and the independent non-executive directors of the Company are Mr. ZHANG Songlin, Ms. LI Nan and Mr. XU Lei.