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**VANTAGE INTERNATIONAL
(HOLDINGS) LIMITED**

盈信控股有限公司

(Incorporated in Bermuda

with limited liability)

(Stock Code: 15)



**ABLE ENGINEERING
HOLDINGS LIMITED**

安堡工程控股有限公司

(Incorporated in the Cayman Islands

with limited liability)

(Stock Code: 1627)

JOINT ANNOUNCEMENT

INSIDE INFORMATION

**THE FRAMEWORK AGREEMENT
IN RELATION TO A POSSIBLE ACQUISITION**

This joint announcement is made by Vantage and Able Holdings pursuant to Rule 13.09(2) of the Listing Rules and Inside Information Provisions under Part XIVA of the SFO.

The Vantage Board and the Able Holdings Board are pleased to jointly announce that after trading hours of The Stock Exchange on 9 July 2019, the Purchaser, an indirect wholly-owned subsidiary of Able Holdings, and the Vendor entered into the Framework Agreement in relation to the Possible Acquisition.

The Vantage Board and the Able Holdings Board wish to remind the respective shareholders and/or potential investors of Vantage and Able Holdings that the Possible Acquisition is subject to, among other things, the result of the Due Diligence Investigation and the entering into of the Formal Agreement, which terms and conditions are yet to be finalised. The Possible Acquisition is also subject to fulfilment of such conditions precedent as may be provided under the Formal Agreement. The Framework Agreement may or may not lead to the entering into the Formal Agreement, and thus, the Possible Acquisition may or may not proceed.

Respective shareholders and/or potential investors of Vantage and Able Holdings are advised to exercise caution when dealing with the shares of Vantage or Able Holdings.

This joint announcement is made by Vantage and Able Holdings pursuant to Rule 13.09(2) of the Listing Rules and Inside Information Provisions under Part XIVA of the SFO.

THE POSSIBLE ACQUISITION

The Vantage Board and the Able Holdings Board are pleased to jointly announce that after trading hours of The Stock Exchange on 9 July 2019, the Purchaser, an indirect wholly-owned subsidiary of Able Holdings, and the Vendor entered into the Framework Agreement in relation to the Possible Acquisition.

The Framework Agreement

The principal terms of the Framework Agreement are summarised below:

Date: 9 July 2019, after trading hours of The Stock Exchange

Parties: (1) the Vendor; and
(2) the Purchaser

To the best of the knowledge, information and belief of the respective directors of Vantage and Able Holdings, having made all reasonable enquiries, the Vendor and their respective ultimate beneficial owner(s) (if applicable) are Independent Third Parties of Vantage, Able Holdings and their respective connected persons.

Subject Matter of the Possible Acquisition

Subject to the terms and conditions of the Framework Agreement and the entering into of the Formal Agreement, the Purchaser has conditionally agreed to acquire, and the Vendor has conditionally agreed to sell the Sale Share, being the 100% issued paid-up capital of the Target Company, and the Sale Loan, being 100% of any loan owing from the Target Company to the Vendor at Completion. As at the date of the Framework Agreement, the Vendor is the holder of 80% of the issued share capital in the Target Company and the remaining 20% equity interest of the Target Company (the “**Second Shareholder Interest**”) is held by another Independent Third Party (the “**Second Shareholder**”). The Vendor has to acquire the Second Shareholder Interest and the interest-free loan due to the Second Shareholder (if any) (the “**Second Shareholder Loan**”) from the Second Shareholder within the Exclusivity Period (as defined below).

Exclusivity

The Vendor has agreed that, it shall not negotiate with, or enter into, contracting or signing agreement with, or solicit offers from any other parties in relation to the disposal or transfer, directly or indirectly, of any interests in the Sale Share, the Sale Loan and/or the Property under any means from the date of signing the Framework Agreement to 14 days after the fulfillment of all of the conditions precedent (or such other period as duly agreed by the parties in writing) (the “**Exclusivity Period**”). Subject to the fulfillment of all of the conditions precedent, the Vendor and the Purchaser shall complete the Possible Acquisition before the expiry of the Exclusivity Period.

Due Diligence Investigation

Under the Framework Agreement, the Vendor has agreed to provide and will procure the Target Company to provide (during the period commencing from the date of the Framework Agreement and expiring on 180 days after the date of the Framework Agreement (the “**Due Diligence Period**”)) to the Purchaser and its representatives all information in relation to the Target Company and the Property to enable them to conduct the due diligence investigation (the “**Due Diligence Investigation**”).

Conditions Precedent

The Possible Acquisition is conditional upon, among others, the fulfillment of the following conditions:

- (a) the Sale Share and the Sale Loan are free from charge, mortgage or encumbrance;
- (b) the Sale Share (including the Second Shareholder Interest) and Sale Loan (including the Second Shareholder Loan) have become wholly-owned by the Vendor;
- (c) the Purchaser’s intended usage of the Property is not restricted; and
- (d) the Purchaser is satisfied with the result of Due Diligence Investigation within the Due Diligence Period.

In the event that the above conditions have not been fulfilled or waived by the Purchaser within 180 days from the date of signing of the Framework Agreement (or such other period as duly agreed by the parties in writing), the Possible Acquisition constitutes under the Framework Agreement shall be cancelled and none of the parties of the Framework Agreement shall have any claim and/or recourse against each and the other of them save and except any antecedent breach of the terms hereof.

Consideration

The Consideration payable by the Purchaser to the Vendor in respect of the Possible Acquisition is indicated in the Framework Agreement to be HK\$130,000,000. The final consideration will be set out in the Formal Agreement.

REASONS FOR AND BENEFITS OF THE POSSIBLE ACQUISITION

The Vantage Group is principally engaged in (i) the contract works business through the Able Group; (ii) the property investment and development business; and (iii) the provision of finance business.

The Able Group is principally engaged in contract works business as a main contractor or sub-contractor, primarily in respect of building construction and repair, maintenance, alteration and addition works.

According to information available to the Purchaser, the Target Company is principally engaged in manufacturing of industrial goods at a plant which is located at a site with a site area of over 4,045 square meters (the “**Property**”) in the New Territories, Hong Kong. The Target Company has the right to use the Property under a lease. If the Possible Acquisition becomes materialized, the Property will allow the Able Group to have sufficient space for manufacturing of building components to support the further development and expansion of its contract works business.

The Vantage Board and the Able Holdings Board consider that the terms of the Framework Agreement, including the Consideration, are fair and reasonable and are in the interests of their respective shareholders as a whole. None of the directors of Vantage and Able Holdings has any material interest in the Possible Acquisition and the transactions contemplated thereunder.

IMPLICATION UNDER THE LISTING RULES

The Possible Acquisition and the transactions contemplated thereunder, if materialized, may constitute discloseable transactions for each of Vantage and Able Holdings under Chapter 14 of the Listing Rules. Vantage and Able Holdings will make further joint announcement as and when appropriate to comply with all applicable requirements under Chapter 14 of the Listing Rules.

The Vantage Board and the Able Holdings Board wish to remind the respective shareholders and/or potential investors of Vantage and Able Holdings that the Possible Acquisition is subject to, among other things, the result of the Due Diligence Investigation and the entering into of the Formal Agreement, which terms and conditions are yet to be finalised. The Possible Acquisition is also subject to fulfilment of such conditions precedent as may be provided under the Formal Agreement. The Framework Agreement may or may not lead to the entering into the Formal Agreement, and thus, the Possible Acquisition may or may not proceed.

Respective shareholders and/or potential investors of Vantage and Able Holdings are advised to exercise caution when dealing with the shares of Vantage or Able Holdings.

DEFINITIONS

In this joint announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Able Holdings”	Able Engineering Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of The Stock Exchange (stock code: 1627), which is an indirect 75%-owned subsidiary of Vantage
“Able Holdings Board”	the board of directors of Able Holdings
“Able Group”	Able Holdings and its subsidiaries
“BVI”	the British Virgin Islands
“Completion”	completion of the Possible Acquisition, if materialized
“connected person(s)”	has the meaning as ascribed to it under the Listing Rules
“Consideration”	being the aggregated consideration payable by the Purchaser to the Vendor for the Possible Acquisition of the Sale Share and the Sale Loan, if materialized
“Framework Agreement”	the framework agreement entered into between the Vendor and the Purchaser on 9 July 2019, after trading hours of The Stock Exchange, in relation to the Possible Acquisition
“Formal Agreement”	the formal sale and purchase agreement to be entered into between the Vendor and the Purchaser in respect of the Possible Acquisition before the expiry of the Exclusivity Period if the Purchaser is satisfied with the results of the Due Diligence Investigation, the conditions precedent have been satisfied or waived by the Purchaser, and the Possible Acquisition becomes materialised
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“Independent Third Party(ies)”	third party(ies) independent of, not connected or acting in concert (as defined in the “Codes on Takeovers and Mergers and Share Buy-backs”) with Vantage and Able Holdings and any of their connected persons or any of their respective associates (as defined under the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange
“Possible Acquisition”	the possible acquisition of the Sale Share and the Sale Loan by the Purchaser from the Vendor pursuant to the terms and conditions under the Framework Agreement
“Purchaser”	Rhythm Classic Limited, a company incorporated in the BVI with limited liability, an indirect wholly-owned subsidiary of Able Holdings and an indirect non-wholly-owned subsidiary of Vantage
“Sale Loan”	100% of the interest-free shareholder loan (if any) advanced by the Vendor to the Target Company (including the Second Shareholder Loan (if any)) on the date of Completion
“Sale Share”	100% of the issued and paid-up share capital of the Target Company (including the Second Shareholder Interest), which the Vendor conditionally intend to sell and the Purchaser conditionally intends to acquire under the Framework Agreement
“SFO”	The Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	a company incorporated in Hong Kong, which is 80%-owned by the Vendor as at the date of this joint announcement
“Vantage”	Vantage International (Holdings) Limited, an exempted company incorporated in Bermuda with limited liability and the shares of which are listed on the Main Board of The Stock Exchange (stock code: 15), which is a controlling shareholder of Able Holdings
“Vantage Board”	the board of directors of Vantage
“Vantage Group”	Vantage and its subsidiaries, which includes the Able Group

“**Vendor**” An entity incorporated with limited liabilities, an Independent Third Party, s, holds 80% of the issued capital of the Target Company as at the date of this joint announcement

“**%**” per cent.

By Order of the board
**VANTAGE INTERNATIONAL
(HOLDINGS) LIMITED**
NGAI Chun Hung
Chairman

By Order of the board
**ABLE ENGINEERING
HOLDINGS LIMITED**
NGAI Chun Hung
Chairman

Hong Kong, 9 July 2019

As at the date of this joint announcement, the composition of the Vantage Board and the Able Holdings Board are as follows:

Vantage

Executive Directors

Mr. NGAI Chun Hung

Mr. YAU Kwok Fai

Ms. LAU Tsz Kwan, Jone

Non-executive Director

Dr. LEE Man Piu, Albert

Independent Non-executive Directors

Prof. KO Jan Ming

The Hon. IP Kwok Him, *GBM, GBS, JP*

Mr. FUNG Pui Cheung, Eugene

Mr. MONG Chan

Able Holdings

Executive Directors

Mr. NGAI Chun Hung

Mr. IP Yik Nam

Mr. YAU Kwok Fai

Mr. YAM Kui Hung

Mr. LAU Chi Fai, Daniel

Mr. CHEUNG Ho Yuen

Independent Non-executive Directors

Dr. LI Yok Sheung

Ms. MAK Suk Hing

Ms. LEUNG Yuen Shan, Maisy