

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this joint 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 joint announcement.

This joint announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of i-Control Holdings Limited.

LUXURIOUS BAY CAPITAL LIMITED

(incorporated in the British Virgin Islands with limited liability)

i-CONTROL HOLDINGS LIMITED

超智能控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1402)

JOINT ANNOUNCEMENT

**(I) CONDITIONAL AGREEMENT IN RELATION TO THE SALE AND PURCHASE OF THE SHARES IN I-CONTROL HOLDINGS LIMITED;
(II) POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER BY DILIGENT CAPITAL LIMITED AND RED SUN CAPITAL LIMITED FOR AND ON BEHALF OF THE OFFEROR FOR ALL THE ISSUED SHARES IN I-CONTROL HOLDINGS LIMITED (OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH IT) AND FOR THE CANCELLATION OF ALL OUTSTANDING OPTIONS OF I-CONTROL HOLDINGS LIMITED; AND
(III) RESUMPTION OF TRADING**

Joint financial advisers to the Offeror



Diligent Capital Limited



Red Sun Capital Limited

THE SALE AND PURCHASE AGREEMENT

The Board was notified by the Vendor, a controlling shareholder of the Company, that on 3 April 2024 (before trading hours), the Offeror, the Vendor and the Warrantor entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to sell and the Offeror has conditionally agreed to acquire the Sale Shares, being an aggregate of 600,000,000 Shares (representing approximately 57.12% of the issued share capital of the Company), for a total cash consideration of HK\$138,000,000, representing HK\$0.23 per Sale Share.

Subject to the conditions precedent under the Sale and Purchase Agreement (which are specified under the paragraph headed “Conditions precedent” in this joint announcement) being satisfied or waived (as the case may be), Completion is expected to take place on the Completion Date (or such other date as may be agreed among the parties to the Sale and Purchase Agreement).

POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER

As at the date of this joint announcement and immediately prior to Completion, save for (i) the 150,000,000 Shares held by Dr. Wong King Keung, representing approximately 14.28% of the issued share capital of the Company; and (ii) the Share Charge, the Offeror and the parties acting in concert with it are not interested in any Shares.

Immediately following Completion, the Offeror and the parties acting in concert with it (other than the Vendor and the Warrantor) will be interested in 750,000,000 Shares, representing approximately 71.40% of the total issued share capital of the Company. Pursuant to Rules 26.1 and 13.5 of the Takeovers Code, the Offeror will therefore upon Completion be required to make a mandatory unconditional cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and the parties acting in concert with it) and for the cancellation of all outstanding Options.

Diligent Capital and Red Sun Capital have been appointed as the joint financial advisers to the Offeror in respect of the Offers. Subject to Completion, they will, for on behalf of the Offeror and in compliance with the Takeovers Code, make the Offers on the terms to be set out in the Composite Document to be issued in accordance with the Takeovers Code on the following basis:

The Share Offer

For every Offer Share HK\$0.23 in cash

The Share Offer Price of HK\$0.23 per Offer Share is the same as the price per Sale Share to be paid by the Offeror under the Sale and Purchase Agreement.

The Option Offer

For cancellation of each outstanding Option HK\$0.0001 in cash

As at the date of this joint announcement, the Company has 1,050,500,000 Shares in issue and 3,000,000 outstanding Options granted at the exercise price of HK\$0.54 per Share.

In accordance with the terms of the Share Option Scheme, Optionholders are entitled to exercise their Options in full (to the extent not already exercised) at any time after the date on which the Option Offer is declared unconditional and up to the close of the Option Offer (or any revised offer), after which the Options will lapse automatically (to the extent not exercised).

Pursuant to Rule 13 of the Takeovers Code, the Offeror will make an appropriate cash offer to the Optionholders to cancel their Options. The consideration for the cancellation of each Option would normally be the see-through price which represents the excess of the Share Offer Price per Offer Share and the exercise price of each Option. As the exercise price of all the outstanding Options is above the Share Offer Price, the “see-through” price is zero and the Option Offer Price will be a nominal value of HK\$0.0001 per Option.

The Share Offer will be extended to all Independent Shareholders, and the Option Offer will be extended to all Optionholders.

Save for the Options, as at the date of this joint announcement, the Company does not have any other outstanding options, derivatives, warrants or securities which are convertible or exchangeable into Shares. The Company has no intention to grant any new share awards under the Share Award Scheme during the Offer Period.

The Offers will be unconditional in all respects when they are made and will not be conditional upon acceptances being received in respect of a minimum number of Shares. The principal terms of the Offers are set out in the section headed “Principal terms of the Offers” in this joint announcement.

TOTAL CONSIDERATION OF THE OFFERS

Assuming that there is no change in the issued share capital of the Company and none of the outstanding Options is exercised prior to the close of the Offers, there would be 1,050,500,000 Shares in issue. Based on the Share Offer Price of HK\$0.23 per Offer Share, the entire issued share capital of the Company would be valued at HK\$241,615,000. On the basis of 1,050,500,000 Shares in issue, the Offeror will own 600,000,000 Shares upon Completion, while Dr. Wong King Keung already owns 150,000,000 Shares as of the date of this joint announcement, 300,500,000 Shares will be subject to the Share Offer. The Share Offer based on the Share Offer Price is valued at HK\$69,115,000.

Assuming that there is no change in the issued share capital of the Company and all the 3,000,000 outstanding Options are fully exercised prior to the close of the Offers, there would be 1,053,500,000 Shares in issue. Based on the Share Offer Price of HK\$0.23 per Offer Share, the entire issued share capital of the Company would be valued at HK\$242,305,000. On the basis of 1,053,500,000 Shares in issue, the Offeror will own 600,000,000 Shares upon Completion, while Dr. Wong King Keung already owns 150,000,000 Shares as of the date of this joint announcement, 303,500,000 Shares will be subject to the Share Offer, the Share Offer based on the Share Offer Price is valued at HK\$69,805,000.

Assuming that none of the outstanding Options are exercised prior to the close of the Offers, on the basis of the Option Offer Price of HK\$0.0001 per Option and 3,000,000 outstanding Options as at the date of this joint announcement, in the event that the Option Offer is accepted in full, the aggregate amount payable under the Option Offer will be HK\$300.

Based on the foregoing, the maximum aggregate amount payable under the Offers (assuming all the outstanding Options are exercised prior to the close of the Offers and full acceptances under the Offers) will be HK\$69,805,000.

CONFIRMATION ON FINANCIAL RESOURCES

The Offers will be financed by the Offeror's internal resources from its shareholders. Diligent Capital and Red Sun Capital, the joint financial advisers to the Offeror in respect of the Offers, are satisfied that sufficient financial resources are available to the Offeror for meeting their obligations in case of full acceptance of the Offers.

MAINTAINING THE LISTING STATUS OF THE COMPANY

The Offeror intends the issued Shares to remain listed on the Main Board after the close of the Offers.

Pursuant to the Listing Rules, if, at the closing of the Offers, less than the minimum prescribed percentage applicable to the listed issuer, being 25% of the issued Shares are held by the public or if the Stock Exchange believes that: (i) a false market exists or may exist in the trading of the Shares; or (ii) there are insufficient Shares in public hands to maintain an orderly market, then it will consider exercising its discretion to suspend dealings in the Shares until the prescribed level of public float is restored.

The Offeror and the new Directors to be appointed to the Board (if any) will undertake to the Stock Exchange to take appropriate steps to ensure that sufficient public float exists in the Shares after the close of the Offers.

ADVICE FOR THE INDEPENDENT SHAREHOLDERS AND THE OPTIONHOLDERS

Pursuant to Rule 2.1 of the Takeovers Code, the Company has established the Independent Board Committee. Dr. Wong King Keung, the non-executive Director, owns 40.60% of the total issued share capital of Newmark Group Limited, which in turn holds 50% equity interest in the Offeror. Therefore, Dr. Wong King Keung has a direct interest in the Offers and is excluded from the Independent Board Committee. The Independent Board Committee comprises all the independent non-executive Directors who have no direct or indirect interest in the Offers, namely Mr. Fong Chi, Mr. Lai Kai Ming Ricky, Mr. Lum Pak Sum and Ms. Wu Hung Yu, to advise and recommend the Independent Shareholders and the Optionholders in respect of the Offers.

An Independent Financial Adviser will be appointed to advise the Independent Board Committee in respect of the Offers. The appointment of the Independent Financial Adviser is subject to the approval of the Independent Board Committee. The Company will make further announcement(s) when the Independent Financial Adviser to the Independent Board Committee is appointed.

DESPATCH OF THE COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company to combine the offer document from the Offeror with the offeree board circular from the Company into a Composite Document.

In accordance with Rule 8.2 of the Takeovers Code, the Composite Document containing, among other things: (i) details of the Offers (including the expected timetable and the terms of the Offers); (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders and the Optionholders in relation to the Offers; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee in relation to the Offers, together with the relevant forms of acceptance and transfer, is required to be despatched to the Shareholders and the Optionholders within 21 days of the date of this joint announcement or such later date as the Executive may approve. Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company in due course.

As the Sale and Purchase Agreement is conditional and the making of the Offers is subject to Completion, an application will be made by the Offeror and the Company for the Executive's consent under Note 2 to Rule 8.2 of the Takeovers Code to extend the deadline for the despatch of the Composite Document to within 7 days from the Completion Date.

TRADING HALT AND RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 3 April 2024 pending the publication of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 29 April 2024.

WARNING

The Offers will only be made if Completion takes place. Completion is subject to satisfaction and/or waiver (as the case may be) of the conditions precedent specified in the paragraph headed "Conditions precedent" in this joint announcement. Accordingly, Completion may or may not take place and the Offers may or may not be made.

Shareholders, Optionholders and potential investors should note that the Independent Board Committee has yet to consider and evaluate the Offers. The Directors make no recommendation as to the fairness or reasonableness of the Offers or as to the acceptance of the Offers in this joint announcement, and strongly recommend the Independent Shareholders and the Optionholders not to form a view on the Offers unless and until they have received and read the Composite Document, including the recommendations of the Independent Board Committee in respect of the Offers and a letter of advice from the Independent Financial Adviser.

Shareholders, Optionholders and potential investors are advised to exercise caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.

THE SALE AND PURCHASE AGREEMENT

The Board was notified by the Vendor, the controlling shareholder of the Company, that on 3 April 2024 (before trading hours), the Offeror as purchaser, the Vendor as vendor and the Warrantor as warrantor entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to sell and the Offeror has conditionally agreed to acquire the Sale Shares, being an aggregate of 600,000,000 Shares (representing approximately 57.12% of the issued share capital of the Company), for a total cash consideration of HK\$138,000,000, representing HK\$0.23 per Sale Share. The principal terms of the Sale and Purchase Agreement are as follows:

Date 3 April 2024

Parties

Vendor: Phoenix Time Holdings Limited

Purchaser: Luxurious Bay Capital Limited

Warrantor Mr. Zhong Naixiong

The Offeror is a company incorporated in the British Virgin Islands with limited liability which is principally engaged in investment holding. It is owned as to 50% by Knight Sky and as to 50% by Newmark Group Limited, both of which are companies incorporated in the British Virgin Islands.

Knight Sky is wholly-owned by Mr. Cheng Kai Ming Charles and Newmark Group Limited is owned as to 40.60% by Dr. Wong King Keung and as to 19.80% by each of Mr. Chan Wing Yiu, Mr. Tong Sai Wong and Mr. Chan Wing Lun. Dr. Wong King Keung, Mr. Chan Wing Yiu, Mr. Tong Sai Wong and Mr. Chan Wing Lun are Directors and therefore connected persons of the Company.

Dr. Wong King Keung, a non-executive Director, holds 150,000,000 Shares, representing approximately 14.28% of the issued share capital of the Company. Dr. Wong King Keung is also a shareholder of Newmark Group Limited who owns 40.60% of the total issued share capital thereof, which in turn holds 50% equity interest in the Offeror.

Dr. Wong King Keung, Mr. Chan Wing Yiu, Mr. Tong Sai Wong, Mr. Chan Wing Lun and Mr. Cheng Kai Ming Charles are presumed to be acting in concert with the Offeror as defined under the Takeovers Code.

As at the date of this joint announcement and immediately prior to Completion, the Offeror and its concert parties (other than the Vendor and the Warrantor) are interested in 150,000,000 Shares, representing approximately 14.28% of the issued share capital of the Company. Immediately after Completion, the Offeror and its concert parties will be interested in 750,000,000 Shares, representing approximately 71.40% of the issued share capital of the Company.

The Vendor is a company incorporated in the British Virgin Islands with limited liability and the entire issued share capital of which is owned by the Warrantor.

In consideration of the Offeror entering into the Sale and Purchase Agreement, the Warrantor joined in to execute the Sale and Purchase Agreement to assume joint and several obligations and liabilities with the Vendor thereunder. In the event that the Vendor is in breach of the Sale and Purchase Agreement, the Offeror shall have the right to claim against the Vendor and/or the Warrantor.

Subject matter

Pursuant to the Sale and Purchase Agreement, the Vendor has conditionally agreed to sell and the Offeror has conditionally agreed to acquire 600,000,000 Sale Shares for an aggregate cash consideration of HK\$138,000,000 (equivalent to HK\$0.23 per Sale Share), representing approximately 57.12% of the issued share capital of the Company as at the date of the Sale and Purchase Agreement and this joint announcement.

The Sale Shares will be sold free from all Encumbrances together with all rights attaching thereto as at the Completion Date including but not limited to all dividends declared, paid or made in respect thereof on or after the Completion Date.

The Company did not declare any interim dividend for the six months ended 30 September 2023. The Company has no intention to make, declare or pay any dividend/distribution prior to the close of the Offers.

Consideration

The total consideration for the Sale Shares is HK\$138,000,000 (equivalent to HK\$0.23 per Sale Share) (the “**Consideration**”) to be settled by the Offeror upon Completion.

Payment of the Consideration (less the Vendor’s share of stamp duty for the Sale Shares) shall be effected by the Offeror, as directed by the Vendor, directly towards setting off the same amount due by the Vendor to Knight Sky, its lender under the Loan Agreement, on a dollar-to-dollar basis and such payment shall constitute a full and complete discharge of the Offeror’s obligations to pay the Consideration.

The Consideration was agreed between the Offeror and the Vendor on an arm’s length basis after taking into account the recent trading prices of the Shares.

Conditions precedent

Completion is subject to the satisfaction (or waiver, if applicable) of the following conditions on or before 30 June 2024 or such later date as agreed by the parties to the Sale and Purchase Agreement may agree:

- (i) the Offeror being reasonably satisfied with the results of the due diligence review to be conducted of the assets, liabilities, operations and affairs of the Company as it may reasonably consider appropriate;
- (ii) all necessary consents, licences and approvals required to be obtained on the part of the Offeror in respect of the Sale and Purchase Agreement and the transactions contemplated thereby having been obtained and remain in full force and effect;

- (iii) all necessary consents, licenses and approvals required to be obtained on the part of the Vendor in respect of the Sale and Purchase Agreement and the transactions contemplated thereby having been obtained and remain in full force and effect;
- (iv) the Shares remaining listed and traded on the Stock Exchange at all times from the date of the Sale and Purchase Agreement to and on the Completion Date, save for (a) suspension due to any act or omission on the part of the Offeror; (b) suspension of less than ten (10) consecutive Business Days on each occasion; and (c) suspension on account of clearance of any announcements, circulars or any other documents or otherwise in respect of or arising from the Sale and Purchase Agreement and/or any of the transactions contemplated under the Sale and Purchase Agreement and the Offers;
- (v) no written or verbal indication having been received by any party to the Sale and Purchase Agreement or the Company from the Stock Exchange or the SFC that the listing of the Shares on the Stock Exchange will be withdrawn, cancelled or revoked as a result of or in connection with the transactions contemplated under the Sale and Purchase Agreement;
- (vi) the warranties given by the Vendor and the Warrantor under the Sale and Purchase Agreement having remained true and accurate in all material respects, and not misleading, at all times from the date of the Sale and Purchase Agreement up to the Completion Date; and
- (vii) the warranties given by the Offeror under the Sale and Purchase Agreement having remained true and accurate in all material respects, and not misleading, at all times from the date of the Sale and Purchase Agreement up to and including the Completion Date.

Save for conditions (i), (iv) and (vi) which are waivable by the Offeror and condition (vii) which is waivable by the Vendor, none of the above conditions precedent may be waived in any event by any of the parties. As at the date of this joint announcement and based on information available to the Offeror and the Company, the Offeror and the Company are not aware of any authorisations, approvals, consents, waivers or notifications that is required to be obtained or completed in connection with the Offers, and the Offeror and the Company are not aware of any other circumstances which may result in any of conditions (ii) and (iii) not being satisfied.

As at the date of this joint announcement, none of the conditions above has been satisfied (or waived).

Completion of the Sale and Purchase Agreement

Completion shall take place on the date that is the Business Day after the day on which the last of the conditions precedents have been fulfilled (or waived, if applicable), or such later date that the parties may agree in writing.

Upon Completion, the Vendor, the Warrantor and parties acting in concert with any of them (other than the Offeror and other parties acting in concert with it) will cease to hold any Shares or any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company.

POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER

As at the date of this joint announcement and immediately prior to Completion, save for (i) the 150,000,000 Shares held by Dr. Wong King Keung, representing approximately 14.28% of the issued share capital of the Company; and (ii) the Share Charge, the Offeror and the parties acting in concert with it are not interested in any Shares.

Immediately following Completion, the Offeror and the parties acting in concert with it (other than the Vendor and the Warrantor) will be interested in 750,000,000 Shares, representing approximately 71.40% of the total issued share capital of the Company. Pursuant to Rules 26.1 and 13.5 of the Takeovers Code, the Offeror will therefore upon Completion be required to make a mandatory unconditional cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and the parties acting in concert with it) and for the cancellation of all outstanding Options.

Diligent Capital and Red Sun Capital have been appointed as the joint financial advisers to the Offeror in respect of the Offers. Subject to Completion, they will, for and on behalf of the Offeror and in compliance with the Takeovers Code, make the Offers on the terms to be set out in the Composite Document to be issued in accordance with the Takeovers Code.

Securities of the Company

As at the date of this joint announcement, the Company has 1,050,500,000 Shares in issue and 3,000,000 outstanding Options at the exercise price of HK\$0.54 per Share.

Out of the total outstanding Options, (i) 900,000 are exercisable during the exercise period from 20 April 2022 to 20 April 2028, (ii) 900,000 are exercisable during the exercise period from 20 April 2023 to 20 April 2028, and (iii) the remaining 1,200,000 are exercisable during the exercise period from 20 April 2024 to 20 April 2028. All the 3,000,000 outstanding Options were granted pursuant to the Share Option Scheme.

Save for the Options, as at the date of this joint announcement, the Company does not have any other outstanding options, derivatives, warrants or securities which are convertible or exchangeable into Shares. The Company has no intention to grant any new share awards under the Share Award Scheme during the Offer Period.

PRINCIPAL TERMS OF THE OFFERS

Diligent Capital and Red Sun Capital, on behalf of the Offeror and in compliance with the Takeovers Code, will make the Offers on the terms to be set out in the Composite Document to be issued in accordance with the Takeovers Code on the following basis:

The Share Offer

For every Offer Share HK\$0.23 in cash

The Share Offer Price of HK\$0.23 per Offer Share is the same as the price per Sale Share to be paid by the Offeror under the Sale and Purchase Agreement.

Comparison of value

The Share Offer Price of HK\$0.23 per Offer Share represents:

- (i) a premium of approximately 27.78% over the closing price of HK\$0.18 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a premium of approximately 27.78% over the average of closing price of HK\$0.18 per Share as quoted on the Stock Exchange for five (5) consecutive trading days up to and including the Last Trading Day;
- (iii) a premium of approximately 27.78% over the average of closing price of HK\$0.18 per Share as quoted on the Stock Exchange for ten (10) consecutive trading days up to and including the Last Trading Day;
- (iv) a premium of approximately 36.90% over the average of closing price of HK\$0.168 per Share as quoted on the Stock Exchange for thirty (30) consecutive trading days up to and including the Last Trading Day; and
- (v) a premium of approximately 52.32% over the unaudited net asset value of the Group of approximately HK\$0.151 per Share as at 30 September 2023, based on a total of 1,050,500,000 Shares in issue as at the date of this joint announcement and the unaudited net asset value of the Group of approximately HK\$158,920,000 as at 30 September 2023.

Highest and lowest Share prices

During the six-month period immediately preceding the date of this joint announcement, the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$0.155 per Share on 23, 26, 27, 28 and 29 February 2024, and 1, 4, 5 and 6 March 2024 and the highest closing price of the Shares as quoted on the Stock Exchange was HK\$0.290 per Share on 26 October 2023.

The Option Offer

For cancellation of each outstanding Option HK\$0.0001 in cash

In accordance with the terms of the Share Option Scheme, Optionholders are entitled to exercise their Options in full (to the extent not already exercised) at any time after the date on which the Option Offer is declared unconditional and up to the close of the Option Offer (or any revised offer), after which the Options will lapse automatically (to the extent not exercised).

Pursuant to Rule 13 of the Takeovers Code, the Offeror will make an appropriate cash offer to the Optionholders to cancel their Options. The consideration for the cancellation of each Option would normally be the see-through price which represents the excess of the Share Offer Price per Offer Share and the exercise price of each Option. As the exercise price of all the outstanding Options is above the Share Offer Price, the “see-through” price is zero and the Option Offer Price will be a nominal value of HK\$0.0001 per Option.

Under the terms of the Option Offer, the Options of the accepting Optionholders (together with all rights attaching thereto) will be cancelled.

Optionholders who do not: (i) exercise the Options by the final closing date of the Option Offer, or (ii) accept the Option Offer by the final closing date of the Option Offer will receive neither the Shares nor the see-through price of HK\$0.0001 per Option respectively. If the Option Offer is not accepted, any unexercised Options will lapse upon the final closing date of the Option Offer.

The Share Offer will be extended to all Independent Shareholders and the Option Offer will be extended to all Optionholders. The Offer Shares to be acquired under the Share Offer shall be fully paid and free from all Encumbrances and together with all rights and benefits attaching to them as at the date of the Composite Document or subsequently becoming attached to them, including but not limited to the right to receive all dividends, distributions and any return of capital, if any, which may be paid, made or declared or agreed to be made or paid thereon or in respect thereof on or after the date on which the Offers are made, being the date of the Composite Document.

TOTAL CONSIDERATION OF THE OFFERS

Assuming that there is no change in the issued share capital of the Company and none of the outstanding Options is exercised prior to the close of the Offers, there would be 1,050,500,000 Shares in issue. Based on the Share Offer Price of HK\$0.23 per Offer Share, the entire issued share capital of the Company would be valued at HK\$241,615,000. On the basis of 1,050,500,000 Shares in issue, the Offeror will own 600,000,000 Shares upon Completion, while Dr. Wong King Keung already owns 150,000,000 Shares as of the date of this joint announcement, 300,500,000 Shares will be subject to the Share Offer. The Share Offer based on the Share Offer Price is valued at HK\$69,115,000.

Assuming that there is no change in the issued share capital of the Company and all the 3,000,000 outstanding Options are fully exercised prior to the close of the Offers, there would be 1,053,500,000 Shares in issue. Based on the Share Offer Price of HK\$0.23 per Offer Share, the entire issued share capital of the Company would be valued at HK\$242,305,000. On the basis of 1,053,500,000 Shares in issue, the Offeror will own 600,000,000 Shares upon Completion, while Dr. Wong King Keung already owns 150,000,000 Shares as of the date of this joint announcement, 303,500,000 Shares will be subject to the Share Offer, the Share Offer based on the Share Offer Price is valued at HK\$69,805,000.

Assuming that none of the outstanding Options are exercised prior to the close of the Offers, on the basis of the Option Offer Price of HK\$0.0001 per Option and 3,000,000 outstanding Options as at the date of this joint announcement, in the event that the Option Offer is accepted in full, the aggregate amount payable under the Option Offer will be HK\$300.

Based on the foregoing, the maximum aggregate amount payable under the Offers (assuming all the outstanding Options are exercised prior to the close of the Offers and full acceptances under the Offers) will be HK\$69,805,000.

CONFIRMATION ON FINANCIAL RESOURCES

Assuming all the outstanding Options are exercised prior to the close of the Offers and full acceptances under the Offers, the maximum aggregate amount payable under the Offers is HK\$69,805,000. The Offers will be financed by the Offeror's internal resources from its shareholders. Diligent Capital and Red Sun Capital, the joint financial advisors to the Offeror, are satisfied that sufficient financial resources are available to the Offeror for meeting their obligation in case of full acceptance of the Offers.

Neither Diligent Capital nor Red Sun Capital holds or has dealt in the Shares and any outstanding options, derivatives, warrants, or other securities convertible into Shares during the period commencing six months preceding the date of this joint announcement.

Effect of accepting the Offers

By accepting the Share Offer, the Independent Shareholders will sell their Shares to the Offeror free from all liens, claims, encumbrances and all third-party rights and with all rights attached thereto as at the date of this joint announcement or subsequently becoming attached to them, including the right to receive all dividends and declared, paid or made, if any, on or after the date of this joint announcement.

By accepting the Option Offer, the Optionholders will agree to the cancellation of their tendered Options and all rights attached thereto on or after the date of this joint announcement.

Acceptance of the Offers will be irrevocable and will not be capable of being withdrawn, except as permitted under the Takeovers Code.

Payment

Payment in cash in respect of acceptances of the Offers will be made as soon as possible but in any event within seven (7) business days (as defined under the Takeovers Code) following the date on which the relevant documents of title of the Shares or the Options (as the case may be) are received by the Offeror to render each such acceptance complete and valid.

No fractions of a cent will be payable and the amount of the consideration payable to a Shareholder or the Optionholder (as the case may be) who accepts the Share Offer and the Option Offer respectively will be rounded up to the nearest cent.

Taxation advice

Shareholders and Optionholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offers. None of the Offeror, parties acting in concert with it, the Company, Diligent Capital, Red Sun Capital and their respective ultimate beneficial owners, directors, officers, agents or associates or any other person involved in the Offers accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offers.

Overseas Shareholders and Overseas Optionholders

Overseas Shareholders and Overseas Optionholders who have registered addresses outside Hong Kong and wish to accept the Offers should satisfy themselves as to the full observance of the applicable laws and regulations of the relevant jurisdiction in connection therewith (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer of other taxes due by such accepting Overseas Shareholders or Overseas Optionholders in respect of such jurisdiction).

Acceptance of the Share Offer by any Overseas Shareholder and/or Overseas Optionholders will be deemed to constitute a representation and warranty from such Overseas Shareholder and/or Overseas Optionholders to the Offeror that the local laws and requirements have been complied with. The Overseas Shareholders and/or Overseas Optionholders should consult their professional advisers in case of any doubt.

Stamp duty

In Hong Kong, seller's ad valorem stamp duty arising in connection with acceptances of the Share Offer will be payable by the relevant Shareholders at a rate of 0.10% of (i) the market value of the Share Offer; or (ii) consideration payable by the Offeror in respect of the relevant acceptances of the Share Offer, whichever is higher, and will be deducted from the cash amount payable by the Offeror to the relevant Shareholders accepting the Share Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the relevant Shareholders accepting the Share Offer and will pay the buyer's ad valorem stamp duty in connection with the acceptance of the Share Offer and the transfer of the Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

No stamp duty is payable in connection with the acceptance of the Option Offer.

Other arrangements

The Offeror confirms that, save as disclosed in this joint announcement, as at the date hereof,

- (i) save for the Sale and Purchase Agreement, the Sale Shares held by the Vendor and the 150,000,000 Shares held by Dr. Wong King Keung, none of the Offeror and parties acting in concert with it owns, has control, or direction over any voting rights or rights over the Shares or convertible securities, options, warrants or derivatives of the Company;
- (ii) none of the Offeror and parties acting in concert with it has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;
- (iii) there are no outstanding derivatives in respect of the securities in the Company which has been entered into by the Offeror and/or any person acting in concert with it;
- (iv) save for the Sale and Purchase Agreement and the Share Charge, there is no other arrangement (whether by way of option, indemnity or otherwise) of the kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the shares of each of the Offeror or the Company which might be material to the Offers;

- (v) save for the Sale and Purchase Agreement, there is no agreement or arrangement to which the Offeror or parties acting in concert with it is a party which relates to circumstances in which it may or may not invoke or seek to invoke a pre-condition or a condition to the Offers;
- (vi) save for Dr. Wong King Keung who has indicated that he does not intend to tender any Shares held by him for acceptance of the Share Offer, none of the Offeror and parties acting in concert with it has received any irrevocable commitment(s) to accept or reject the Offers;
- (vii) apart from the Consideration, there is no other consideration, compensation or benefits in whatever form paid or to be paid by the Offeror or any parties acting in concert with it (other than the Vendor and the Warrantor) to the Vendor, the Warrantor or any party acting in concert with any of them in connection with the sale and purchase of the Sale Shares under the Sale and Purchase Agreement;
- (viii) the Offeror and the Vendor confirm that there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Offeror and parties acting in concert with it (other than the Vendor and the Warrantor) on one hand and the Vendor, the Warrantor and parties acting in concert with any of them (other than the Offeror) on the other hand; and
- (ix) there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeover Code) between (i) any Shareholder; and (ii)(a) the Offeror and any parties acting in concert with it or (ii)(b) the Company, its subsidiaries or associated companies.

DEALING AND INTERESTS IN THE COMPANY'S SECURITIES

Save for the sale and purchase of the Sale Shares under the Sale and Purchase Agreement, none of the Offeror nor the parties acting in concert with it has dealt in the Shares, derivatives, warrants or other securities convertible into Shares during the six-month period prior to and including the date of this joint announcement.

SHAREHOLDING STRUCTURE OF THE COMPANY

The shareholding structure of the Company (i) as at the date of this joint announcement; (ii) immediately after Completion, assuming that there is no change in the issued share capital of the Company and none of the outstanding Options is exercised prior to the close of the Offers; and (iii) immediately after Completion, assuming that there is no change in the issued share capital of the Company and all the outstanding Options are fully exercised prior to the close of the Offers, are as follows:

	As at the date of this joint announcement		Immediately after Completion			
			(assuming that there is no change in the issued share capital of the Company and none of the outstanding Options is exercised prior to the close of the Offers)		(assuming that there is no change in the issued share capital of the Company and all the outstanding Options are fully exercised prior to the close of the Offers)	
	<i>Number of Shares</i>	<i>Approximate % of issued Shares</i>	<i>Number of Shares</i>	<i>Approximate % of issued Shares</i>	<i>Number of Shares</i>	<i>Approximate % of issued Shares</i>
The Vendor, the Warrantor and parties acting in concert with any of them (other than the Offeror and parties acting in concert with it)	600,000,000	57.12%	–	–	–	–
The Offeror and parties acting in concert with it (other than the Vendor)						
– Dr. Wong King Keung (non-executive Director)	150,000,000	14.28%	150,000,000	14.28%	150,000,000	14.24%
– The Offeror	–	–	600,000,000	57.12%	600,000,000	56.95%
Sub-total for the Offeror and parties acting in concert with it (other than the Vendor)	150,000,000	14.28%	750,000,000	71.40%	750,000,000	71.19%
Sub-total for the Offeror and parties acting in concert with it (including the Vendor) (Note 1)	750,000,000	71.40%	750,000,000	71.40%	750,000,000	71.19%
The Optionholder					3,000,000	0.29%
Public Shareholders	300,500,000	28.60%	300,500,000	28.60%	300,500,000	28.52%
Total:	1,050,500,000	100.00%	1,050,500,000	100.00%	1,053,500,000	100.00%

Note:

- Pursuant to class (6) of the definition of “acting in concert” under the Takeovers Code, directors of a company (together with their close relatives, related trusts and companies controlled by such directors, close relatives and related trusts) which is subject to an offer or where the directors have reason to believe a bona fide offer for their company may be imminent are presumed to be acting in concert with others in the same class unless the contrary is established. Given the ultimate beneficial owners of the Offeror include Dr. Wong King Keung, Mr. Chan Wing Yiu, Mr. Tong Sai Wong and Mr. Chan Wing Lun who are Directors, and the ultimate beneficial owner of the Vendor, namely, the Warrantor, is also a Director, the Vendor is presumed to be a party acting in concert with the Offeror. The Vendor and the Warrantor will cease to be parties acting in concert with the Offeror, Dr. Wong King Keung, Mr. Chan Wing Yiu, Mr. Tong Sai Wong and Mr. Chan Wing Lun upon the Warrantor ceasing to be a Director or after the offer period, whichever is later.

INFORMATION ON THE GROUP

The Company is a company incorporated in the Cayman Islands as an exempted company with limited liability, the Shares of which are currently listed on the Main Board (stock code: 1402). The Group is principally engaged in provision of video conferencing and multimedia audiovisual solution and maintenance services and cloud-based Information Technology and Operational Technology managed services.

INFORMATION ON THE OFFEROR

The Offeror is an investment holding company incorporated in the British Virgin Islands with limited liability on 8 February 2024. The directors of the Offeror are Mr. Cheng Kai Ming Charles and Dr. Wong King Keung (the non-executive Director). As at the date of this joint announcement, the Offeror is beneficially owned as to 50% by Knight Sky and as to 50% by Newmark Group Limited, both of which are companies incorporated in the British Virgin Islands.

Knight Sky is wholly-owned by Mr. Cheng Kai Ming Charles and Newmark Group Limited is owned as to 40.60% by Dr. Wong King Keung (the non-executive Director) and as to 19.80% by each of Mr. Chan Wing Yiu, Mr. Tong Sai Wong and Mr. Chan Wing Lun (all being executive Directors).

Each of the Offeror and Newmark Group Limited did not carry on any business since its incorporation until the entering of the Sale and Purchase Agreement and the transactions in connection therewith.

Knight Sky is the lender of the Vendor under the Loan Agreement. The Warrantor is also indebted (the “**Other Indebtedness**”) to another company (whose ultimate controlling shareholder is a family trust in which Mr. Cheng Kai Ming Charles is one of the beneficiaries) involving personal assets (but not involving the Shares or the Group) of the Warrantor and his spouse as security.

Save for the loan owed by the Vendor to Knight Sky pursuant to the Loan Agreement and the Other Indebtedness, as of the date of this joint announcement, the Vendor does not owe any other sum to the Offeror or parties acting in concert with it.

Upon Completion, save for the Other Indebtedness and the outstanding amount of the loan under the Loan Agreement which is not set off against the Consideration, which will remain repayable according to the terms of the Loan Agreement and be secured solely by the personal guarantee of the Warrantor, the Vendor is not expected to owe any further sum to the Offeror or parties acting in concert with it.

Save as disclosed above, the Offeror and the parties acting in concert with it has no other relationship with the Vendor or the Warrantor or their respective associates as at the date hereof. The Offeror is not connected, related or otherwise associated with the Group’s suppliers, customers, sub-contractors and joint venture partners. The Offeror has no business relationship or financing arrangement with the Group in the past or at present.

INTENTION OF THE OFFEROR IN RELATION TO THE COMPANY

It is the Offeror's intention to further consolidate its interest in the Company pursuant to the Offers. The Offeror has no intention to introduce major changes to the existing business of the Group, including any redeployment of fixed assets other than those in its ordinary course of business. The intention of the Offeror is that the Company's existing principal activities will be maintained, and at the same time after completion of the Offers, the Offeror will assist the Company in reviewing its business and operations and seek for new investment opportunities.

The Offeror will, depending on the business operations and development of the Group in the future, constantly review the employee structure of the Group so as to meet the needs of the Group from time to time. The Offeror has no intention to discontinue the employment of the employees (save for the potential change in the composition of the Board) or to dispose of or re-deploy the assets of the Group other than those in its ordinary course of business.

As at the date of this joint announcement, no material investment or business opportunity has been identified nor has the Offeror entered into any agreement, arrangement, understanding, or negotiation in relation to the injection of any assets or business into the Group.

PROPOSED CHANGE OF BOARD COMPOSITION

As at the date of this joint announcement, the Board is made up of ten Directors, comprising five executive Directors, namely Mr. Zhong Naixiong, Mr. Yau Wing Keung, Mr. Tong Sai Wong, Mr. Chan Wing Yiu and Mr. Chan Wing Lun, one non-executive Director, namely Dr. Wong King Keung, and four independent non-executive Directors, namely Mr. Fong Chi, Mr. Lai Kai Ming Ricky, Mr. Lum Pak Sum and Ms. Wu Hung Yu.

Pursuant to the Sale and Purchase Agreement, each of Mr. Zhong Naixiong and Mr. Yau Wing Keung shall resign as an executive Director with effect from the earliest time permitted under the Takeovers Code, the Listing Rules or other applicable rules or regulations or the Completion Date, whichever is later. The Offeror intends to nominate new Directors to the Board with effect from the earliest time permitted under the Takeovers Code and any such appointment will be made in compliance with the Takeovers Code and the Listing Rules. As at the date of this joint announcement, the Offeror has not decided on the candidates to be nominated. Further announcement(s) will be made by the Company regarding changes in the Board composition as and when appropriate.

MAINTAINING THE LISTING STATUS OF THE COMPANY

The Offeror intends the issued Shares to remain listed on the Main Board after the close of the Offers.

Pursuant to the Listing Rules, if, at the closing of the Offers, less than the minimum prescribed percentage applicable to the listed issuer, being 25% of the issued Shares are held by the public or if the Stock Exchange believes that: (i) a false market exists or may exist in the trading of the Shares; or (ii) there are insufficient Shares in public hands to maintain an orderly market, then it will consider exercising its discretion to suspend dealings in the Shares until the prescribed level of public float is restored.

The Offeror and the new Directors to be appointed to the Board (if any) will undertake to the Stock Exchange to take appropriate steps to ensure that sufficient public float exists in the Shares after the close of the Offers.

ADVICE FOR THE INDEPENDENT SHAREHOLDERS AND THE OPTIONHOLDERS

Pursuant to Rule 2.1 of the Takeovers Code, the Company has established the Independent Board Committee. Dr. Wong King Keung, the non-executive Director, owns 40.60% of the total issued share capital of Newmark Group Limited, which in turn holds 50% equity interest in the Offeror. Therefore, Dr. Wong King Keung has a direct interest in the Offers and is excluded from the Independent Board Committee.

The Independent Board Committee comprises all the independent non-executive Directors who have no direct or indirect interest in the Offers, namely Mr. Fong Chi, Mr. Lai Kai Ming Ricky, Mr. Lum Pak Sum, and Ms. Wu Hung Yu, to advise and recommend the Independent Shareholders and the Optionholders in respect of the Offers.

An Independent Financial Adviser will be appointed to advise the Independent Board Committee in respect of the Offers. The appointment of the Independent Financial Adviser is subject to the approval of the Independent Board Committee. The Company will make further announcement(s) when the Independent Financial Adviser to the Independent Board Committee is appointed.

DEALING DISCLOSURE

In accordance with Rule 3.8 of the Takeovers Code, the associates (as defined under the Takeovers Code, including persons holding 5% or more of a class of relevant securities issued by the Company) of the Company and the Offeror are hereby reminded to disclose their dealings in any securities of the Company pursuant to Rule 22 of the Takeovers Code. In accordance with Rule 3.8 of the Takeovers Code, the full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below:

“Responsibilities of stockbrokers, banks and other intermediaries

Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or offeree company and other persons under Rule 22 of the Takeovers Code and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant rules of the Takeovers Code. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7-day period is less than \$1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”

DESPATCH OF THE COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company to combine the offer document from the Offeror with the offeree board circular from the Company into a Composite Document. In accordance with Rule 8.2 of the Takeovers Code, the Composite Document containing, among other things: (i) details of the Offers (including the expected timetable); (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders and the Optionholders in relation to the Offers; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee in relation to the Offers, together with the relevant forms of acceptance and transfer, is required to be despatched to the Shareholders and the Optionholders within 21 days of the date of this joint announcement or such later date as the Executive may approve. Further announcement(s) regarding despatch of the Composite Document will be made by the Offeror and the Company in due course.

As the Sale and Purchase Agreement is conditional and the making of the Offers is subject to Completion, an application will be made by the Offeror and the Company for the Executive's consent under Note 2 to Rule 8.2 of the Takeovers Code to extend the deadline for the despatch of the Composite Document to within 7 days from the Completion Date.

WARNING

The Offers will only be made if Completion takes place. Completion is subject to satisfaction and/or waiver (as the case may be) of the conditions precedent specified in the paragraph headed "Conditions precedent" in this joint announcement. Accordingly, Completion may or may not take place and the Offers may or may not be made.

Shareholders, Optionholders and potential investors should note that the Independent Board Committee has yet to consider and evaluate the Offers. The Directors make no recommendation as to the fairness or reasonableness of the Offers or as to the acceptance of the Offers in this joint announcement, and strongly recommend the Independent Shareholders and the Optionholders not to form a view on the Offers unless and until they have received and read the Composite Document, including the recommendations of the Independent Board Committee in respect of the Offers and a letter of advice from the Independent Financial Adviser.

Shareholders, Optionholders and potential investors are advised to exercise caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.

TRADING HALT AND RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 3 April 2024 pending the publication of this joint announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 29 April 2024.

DEFINITION

In this joint announcement, the following expressions have the meanings set out below unless the context requires otherwise.

“acting in concert”	has the meaning ascribed to it under the Takeovers Code
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Business Day”	a business day is a day on which the Stock Exchange is open for the transaction of business
“Company”	i-Control Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange with stock code: 1402
“Completion”	completion of the Sale and Purchase Agreement in accordance with its terms
“Completion Date”	the Business Day after the day on which the last of the conditions precedents to the Sale and Purchase Agreement have been fulfilled (or waived, if applicable), or such later date that the parties may agree in writing
“Composite Document”	the document proposed to be jointly issued by or on behalf of the Offeror and the Company to all Shareholders in accordance with the Takeovers Code in respect of the Offers containing, among other things, the details of the Offers, the form of acceptance and transfer of the Shares, the respective letter of advices from the Independent Financial Adviser and the Independent Board Committee in respect of the Offers
“connected person”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Diligent Capital”	Diligent Capital Limited, a licensed corporation to carry out type 6 (advising on corporate finance) regulated activity under the SFO, being one of the joint financial advisers to the Offeror in respect of the Offers
“Director(s)”	director(s) of the Company

“Encumbrances”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), equities, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any delegates of the executive director
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Independent Board Committee”	the independent board committee of the Company comprising all the independent non-executive Directors, namely Mr. Fong Chi, Mr. Lai Kai Ming Ricky, Mr. Lum Pak Sum and Ms. Wu Hung Yu to advise the Independent Shareholders and the Optionholders regarding the terms of the Offers and as to acceptance
“Independent Financial Adviser”	the independent financial adviser to be appointed by the Independent Board Committee to advise the Independent Board Committee and the Independent Shareholders regarding the terms of the Offers and as to acceptance
“Independent Shareholders”	Shareholders other than the Offeror and parties acting in concert with it
“Knight Sky”	Knight Sky Holdings Limited, a company incorporated in the British Virgin Islands whose issued share capital is wholly owned by Mr. Cheng Kai Ming Charles, being one of the shareholders of the Offeror
“Last Trading Day”	2 April 2024, being the last full trading day of the Shares immediately prior to the publication of this joint announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement”	a loan agreement dated 23 August 2023 entered into between the Vendor on the one part and Knight Sky on the other part, and guaranteed by the Warrantor, which loan is due and payable in August 2024 (or such earlier date as may be determined in accordance with the terms thereof in the occurrence of an event of default), involving the Sale Shares pledged as security in favour of Knight Sky pursuant to the Share Charge

“Main Board”	the Main Board of the Stock Exchange
“Offer Share(s)”	Share(s) not already owned by the Offeror and parties acting in concert with it
“Offers”	collectively, the Share Offer and the Option Offer
“Offeror”	Luxurious Bay Capital Limited, company incorporated in the British Virgin Islands which is beneficially owned as to 50% by Knight Sky and as to 50% by Newmark Group Limited, both are companies incorporated in the British Virgin Islands
“Option(s)”	the options granted pursuant to the Share Option Scheme, i.e. the 3,000,000 outstanding share options granted by the Company pursuant to the Share Option Scheme as at the date of this joint announcement
“Option Offer”	the mandatory unconditional cash offer to be made by Diligent Capital and Red Sun Capital for on behalf of the Offeror for the cancellation of all outstanding Options held by the Optionholders in accordance with the Takeovers Code
“Option Offer Price”	the cash amount of HK\$0.0001 per Option, payable by the Offeror to the relevant Optionholders for each Option accepted under the Option Offer
“Optionholder(s)”	the registered grantees/holder(s) for the time being of the Options
“Overseas Optionholders”	Optionholders whose address as shown on the register of Optionholders of the Company are outside Hong Kong
“Overseas Shareholders”	Shareholders whose addresses as shown on the register of members of the Company are outside Hong Kong
“PRC”	The People’s Republic of China which, for the purpose of this joint announcement, shall exclude Hong Kong, Macau Special Administrative Region and Taiwan
“Red Sun Capital”	Red Sun Capital Limited, a licensed corporation to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO, being one of the joint financial advisers to the Offeror in respect of the Offers
“Sale and Purchase Agreement”	the sale and purchase agreement dated 3 April 2024 entered into between the Offeror, the Vendor and the Warrantor in relation to the sale and purchase of the Sale Shares

“Sale Shares”	an aggregate of 600,000,000 Shares conditionally agreed to be purchased by the Offeror from the Vendor pursuant to the Sale and Purchase Agreement
“SFC”	the Securities and Futures Commission
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.01 each in the issued share capital of the Company
“Share Charge”	the charge over the Sale Shares given by the Vendor in favour of Knight Sky as security for the Loan Agreement, which will be released for the purpose of Completion
“Share Offer”	the mandatory unconditional cash offer to be made by Diligent Capital and Red Sun Capital on behalf of the Offeror to acquire all the issued Shares not already owned by the Offeror or parties acting in concert with it in accordance with the Takeovers Code
“Share Offer Price”	the price at which the Share Offer will be made to the Independent Shareholders, i.e. at HK\$0.23 per Offer Share accepted under the Share Offer
“Share Award Scheme”	the share award scheme adopted by the Company on 3 February 2021
“Share Option Scheme”	the share option scheme adopted by the Company on 11 May 2015
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers
“Vendor”	Phoenix Time Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, the entire issued share capital of which is wholly-owned by the Warrantor, who is an executive Director

“Warrantor” Mr. Zhong Naixiong, an executive Director and the ultimate sole beneficial owner and sole director of the Vendor

“%” per cent.

By order of the board of director
Luxurious Bay Capital Limited
Cheng Kai Ming Charles
Director

By order of the Board
i-Control Holdings Limited
Zhong Naixiong
Chairman

Hong Kong, 26 April 2024

As at the date of this joint announcement, the directors of the Offeror are Mr. Cheng Kai Ming Charles and Dr. Wong King Keung, who jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Group, the Vendor and the Warrantor) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors in their capacity as such) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statements in this joint announcement misleading.

As at the date of this joint announcement, the executive Directors are Mr. Zhong Naixiong, Mr. Yau Wing Keung, Mr. Tong Sai Wong, Mr. Chan Wing Yiu and Mr. Chan Wing Lun; the non-executive Director is Dr. Wong King Keung and the independent non-executive Directors are Mr. Fong Chi, Mr. Lai Kai Ming Ricky, Mr. Lum Pak Sum and Ms. Wu Hung Yu. The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than those relating to the Offeror) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the directors of the Offeror in their capacity as such) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statements in this joint announcement misleading.

The English text of this joint announcement shall prevail over its Chinese text.