

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.



G-Resources Group Limited

國際資源集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 1051)

DISCLOSEABLE TRANSACTION

ACQUISITION OF THE PROPERTIES THROUGH ACQUISITION OF SUPREME RACER

The Board is pleased to announce that on 11 August 2015 (after trading hours), the Purchaser, an indirectly wholly-owned subsidiary of the Company, the Vendor and the Guarantor entered into the Sale and Purchase Agreement in relation to the Acquisition of Supreme Racer, pursuant to which the Purchaser agreed to purchase, and the Vendor agreed to sell, the Sale Interests at the Consideration of HK\$780,000,000.

As one or more of the applicable percentage ratios set out in Rule 14.07 of the Listing Rules exceed 5% but are less than 25%, the Acquisition of Supreme Racer constitutes a discloseable transaction for the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

The Board is pleased to announce that on 11 August 2015 (after trading hours), the Purchaser, an indirectly wholly-owned subsidiary of the Company, the Vendor and the Guarantor entered into the Sale and Purchase Agreement in relation to the Acquisition of Supreme Racer, pursuant to which the Purchaser agreed to purchase, and the Vendor agreed to sell, the Sale Interests at the Consideration of HK\$780,000,000.

THE SALE AND PURCHASE AGREEMENT

The principal terms of the Sale and Purchase Agreement are summarized as follows:–

- Date: 11 August 2015
- Parties:
- (i) Purchaser: Bevan Global Investments Limited, a company incorporated in the British Virgin Islands with limited liability and an indirectly wholly-owned subsidiary of the Company;
 - (ii) Vendor: Aleta Holdings Limited, a company incorporated in the British Virgin Islands and an indirectly wholly-owned subsidiary of the Guarantor; and
 - (iii) Guarantor: CSI Properties Limited (Stock Code: 0497), a company incorporated in Bermuda with limited liability, whose shares are listed on the Main Board of the Stock Exchange.
- Guarantee: The Guarantor guarantees, as primary obligor and not merely as surety, the full performance of all obligations of the Vendor as contained in the Sale and Purchase Agreement, and shall fully indemnify the Purchaser for all losses and damages, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any default by the Vendor of such obligations.
- Consideration: The Consideration for the Sale Interests shall be HK\$780,000,000.
- Payment:
- (i) An initial deposit of HK\$5,000,000 shall be payable by the Purchaser upon signing of the Sale and Purchase Agreement;
 - (ii) a further deposit of HK\$73,000,000 shall be payable by the Purchaser within 21 days from the date of the Sale and Purchase Agreement; and
 - (iii) the balance of the Consideration shall be payable by the Purchaser upon Completion of the Sale and Purchase Agreement.
- Properties:
- (i) Abner Holdings Limited, being a wholly-owned subsidiary of Supreme Racer, has agreed to purchase Property 1 and CPS 1 from the Property Vendor pursuant to and subject to the terms and conditions of the Property 1 SPA and the CPS 1 SPA respectively.

- (ii) Abundant Idea Limited, being a wholly-owned subsidiary of Supreme Racer, has agreed to purchase Property 2 and CPS 2 from the Property Vendor pursuant to and subject to the terms and conditions of the Property 2 SPA and the CPS 2 SPA respectively.
- (iii) Ace Emperor Limited, being a wholly-owned subsidiary of Supreme Racer, has agreed to purchase Property 3 and CPS 3 from the Property Vendor pursuant to and subject to the terms and conditions of the Property 3 SPA and the CPS 3 SPA respectively.

Property 1, Property 2, Property 3, CPS 1, CPS 2 and CPS 3 are collectively the “**Properties**”; and Property 1 SPA, Property 2 SPA, Property 3 SPA, CPS 1 SPA, CPS 2 SPA and CPS 3 SPA are collectively the “**Properties SPA**”.

Conditions Precedent:

Completion of the Sale and Purchase Agreement is conditional upon, among others, the following (unless waived by both the Purchaser and the Vendor in writing):

- (i) the Vendor having proved and shown, in accordance with the Conveyancing and Property Ordinance (Cap 219) that the Property Vendor possess good title to the Properties free from any encumbrances and that the Property Vendor is able to give good title to the Properties, subject only to the existing tenancies and legal charge(s) which shall be released upon completion of the Properties SPA (or the subsequent formal agreement(s));
- (ii) upon receipt of confirmation from the Purchaser that it accepts title to the Properties, the Properties Holding Companies shall proceed to complete their purchases of the Properties under the Properties SPA (or any subsequent formal agreement(s)) in accordance with the terms thereof on or before 15 September 2015; and the Vendor shall procure the Property Vendor to assign and give proper assignments of the Properties to the Properties Holding Companies in accordance with the Properties SPA;
- (iii) provision of evidence satisfactory to the Purchaser showing the Properties SPA (or any subsequent formal agreement(s)) and the relevant deeds of assignment (a) having been registered or delivered for registration (as the case may be) with the Land Registry and (b) having been stamped or submitted for stamping (as the case may be) by

the Stamp Office (and where applicable with payment of all ad valorem stamp duty if assessed thereon having been made); and

- (iv) the Purchaser not being aware of any material breach of any of the Vendor's warranties under the Sale and Purchase Agreement after having conducted due diligence in respect of Supreme Racer and its subsidiaries and the Properties.

If any conditions precedent is not satisfied on or before the Completion Date, the Sale and Purchase Agreement shall lapse and become null and void and the parties thereto shall be released from all obligations under the Sale and Purchase Agreement and no party shall have any liability hereunder, save and except (a) liability in respect of any antecedent breaches, (b) the Vendor shall forthwith return or procure the return (without interest) of all deposits to the Purchaser, and (c) the Vendor shall forthwith return or procure the return (without interest) of all Advancement made by the Purchaser.

If Completion does not take place on the Completion Date because either the Vendor or the Purchaser fails to comply with any of its obligations in relation to completion deliverables under the Sale and Purchase Agreement, the non-defaulting party may, by written notice to the defaulting party:

- (a) proceed to Completion to the extent reasonably practicable (without limiting its rights or remedies);
- (b) postpone Completion to a date within 60 days after the Completion Date; or
- (c) terminate the Sale and Purchase Agreement.

On termination of the Sale and Purchase Agreement pursuant to (c) above, where the non-defaulting party is the Vendor, it shall be entitled to forfeit and retain all the deposits (and the Vendor and/or its relevant subsidiaries may retain all Advancement made by the Purchaser), without prejudice to any other rights or remedies the Vendor may have; and where the non-defaulting party is the Purchaser, the Vendor shall return or procure the return (without interest) to the Purchaser of all the deposits and all Advancement made by the Purchaser forthwith, without prejudice to any other rights or remedies the Purchaser may have.

Advancement:

Within 21 days of the Sale and Purchase Agreement, the Purchaser shall make an interest-free Advancement in the aggregate sum of HK\$28,772,500 to the Property Holding Companies for payment of ad valorem stamp duty under the Properties SPA. The Purchaser agrees not to demand repayment by any of the Property Holding Companies of any of the Advancement prior to Completion.

Completion: Completion shall take place on or before 2:00 p.m. on 6 October 2015 or such other dates as the parties to the Sale and Purchase Agreement may agree in writing.

INFORMATION OF SUPREME RACER

Based on the information provided by the Vendor, during the two financial years ended 31 December 2014, Supreme Racer was not engaged in any business activities other than the signing of the Properties SPA and the proposed acquisition of the Properties. Following completion of the Properties SPA, the Properties will become the main assets of Supreme Racer.

INFORMATION OF PROPERTY 1, PROPERTY 2 and PROPERTY 3

Property 1, Property 2 and Property 3 are three office units located in Wanchai, Hong Kong with an aggregate gross area of approximately 46,477 square feet and an aggregate saleable area of approximately 34,857 square feet.

Property 1 is currently leased to a tenant, being an Independent Third Party, under a tenancy agreement entered into by the Property Vendor and the tenant dated 20 April 2015 with a term of two years commencing from 1 April 2015 to 31 March 2017. Property 2 and Property 3 are currently leased to the same tenant under two tenancy agreements dated 20 April 2015 entered into by the Property Vendor and the tenant (as amended by a notice issued by the tenant to the Property Vendor) with a term commencing from 1 April 2015 to 31 March 2016.

Pursuant to the relevant tenancy agreements, the aggregate monthly rent for Property 1, Property 2 and Property 3 shall be approximately HK\$2,022,000 (exclusive of government rates and service charges).

INFORMATION OF THE VENDOR AND THE GUARANTOR

The Vendor is a company incorporated in the British Virgin Islands, being an indirect wholly-owned subsidiary of the Guarantor. The Guarantor was incorporated in Bermuda as an exempted company with limited liability and its shares are listed on Stock Exchange. The principal activities of its principal subsidiaries include property investment, repositioning and development.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the Vendor, the Guarantor and their ultimate beneficial owner(s) is an Independent Third Party.

REASONS FOR AND BENEFITS OF THE ACQUISITION OF SUPREME RACER

The Company is an investment holding company and its subsidiaries are principally engaged in mining, principal investment and money lending business.

As stated in the announcement of the Company dated 7 August 2015, in recent months, there has been significant volatility and downward movement in spot gold prices. There are numerous factors contributing to the rise and fall of the gold price and the Company has no control on those factors. The Board has been very focused on what it can control to find opportunities to generate returns to the Shareholders. In light of the recent market environment, the Board sees the necessity to broaden the revenue base of the Group.

The Acquisition of Supreme Racer is in line with the diversifying strategy of the Company. It is anticipated that the rental income from the Properties will provide another steady income stream to the Company, in addition to the income streams from the Company's mining and the money lending business.

The Consideration, which will be funded by the Group's internal resources, was arrived at after arm's length negotiation between the Purchaser and the Vendor and was determined by reference to the prevailing market value of comparable properties in the same district. The Board considers that the Consideration is fair and reasonable.

The Board is of the view that that the terms of the Sale and Purchase Agreement are fair and reasonable and the Acquisition of Supreme Racer is in the interests of the Company and the Shareholders of the Company as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules exceed 5% but are less than 25%, the Acquisition of Supreme Racer constitutes a discloseable transaction for the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

"Acquisition of Supreme Racer"	the acquisition of Supreme Racer by the Purchaser pursuant to the terms and conditions of the Sale and Purchase Agreement
"Advancement"	the advancement in the aggregate sum of HK\$28,772,500 to the Property Holding Companies pursuant to the Sale and Purchase Agreement
"Board"	the board of Directors

“Company”	G-Resources Group Limited (Stock Code: 1051), a company incorporated in Bermuda with limited liability, whose shares are listed on the Main Board of the Stock Exchange
“Completion Date”	6 October 2015 (or such other date as the parties to the Sale and Purchase Agreement may agree in writing)
“connected person”	has the meaning ascribed to this term under the Listing Rules
“Consideration”	the consideration for the acquisition of the Sale Interests pursuant to the Sale and Purchase Agreement
“CPS 1”	Car Parking Space Nos. 410, 411, 412 & 413 on the 4 th Floor of AXA Centre, 151 Gloucester Road, Hong Kong
“CPS 1 SPA”	the sale and purchase agreement dated 11 August 2015 entered into by Abner Holdings Limited and the Property Vendor in relation to the acquisition of CPS 1
“CPS 2”	Car Parking Space Nos. 424, 425 & 426 on the 4 th Floor of AXA Centre, 151 Gloucester Road, Hong Kong
“CPS 2 SPA”	the sale and purchase agreement dated 11 August 2015 entered into by Abundant Idea Limited and the Property Vendor in relation to the acquisition of CPS 2
“CPS 3”	Car Parking Space Nos. 305, 306 & 328 on the 3 rd Floor of AXA Centre, 151 Gloucester Road, Hong Kong
“CPS 3 SPA”	the sale and purchase agreement dated 11 August 2015 entered into by Ace Emperor Limited and the Property Vendor in relation to the acquisition of CPS 3
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“Guarantor”	CSI Properties Limited (Stock Code: 0497), a company incorporated in Bermuda with limited liability, whose shares are listed on the Main Board of the Stock Exchange
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Independent Third Party(ies)”	third party(ies) independent of the Company and its connected persons

“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Property 1”	17 th Floor of AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong
“Property 1 SPA”	the provisional sale and purchase agreement dated 22 February 2013 entered into by Abner Holdings Limited and the Property Vendor (as supplemented by a written notification dated 11 August 2015 from Abner Holdings Limited and the Property Vendor) in relation to the acquisition of Property 1
“Property 2”	18 th Floor of AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong
“Property 2 SPA”	the provisional sale and purchase agreement dated 22 February 2013 entered into by Abundant Idea Limited and the Property Vendor (as supplemented by a written notification dated 11 August 2015 from Abundant Idea Limited and the Property Vendor) in relation to the acquisition of Property 2
“Property 3”	19 th Floor of AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong
“Property 3 SPA”	the provisional sale and purchase agreement dated 22 February 2013 entered into by Ace Emperor Limited and the Property Vendor (as supplemented by a written notification dated 11 August 2015 from Ace Emperor Limited and the Property Vendor) in relation to the acquisition of Property 3
“Properties”	Property 1, Property 2, Property 3, CPS 1, CPS 2 and CPS 3
“Properties SPA”	Property 1 SPA, Property 2 SPA, Property 3 SPA, CPS 1 SPA, CPS 2 SPA and CPS 3 SPA
“Property Holding Companies”	Abner Holdings Limited, Abundant Idea Limited and Ace Emperor Limited, all being wholly-owned subsidiaries of Supreme Racer
“Property Vendor”	the vendor of the Properties, being an Independent Third Party to the best of the Directors’ knowledge
“Purchaser”	Bevan Global Investments Limited, a company incorporated in the British Virgin Islands with limited liability and an indirectly wholly-owned subsidiary of the Company

“Sale and Purchase Agreement”	the agreement for sale and purchase dated 11 August 2015 entered into between the Vendor and the Purchaser for the sale and purchase of Supreme Racer
“Sale Interests”	the entire issued share capital of and in, and all shareholder’ loans due from Supreme Racer
“Share(s)”	ordinary share(s) of HK\$0.01 each in the capital of the Company
“Shareholders”	holder(s) of the issued Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supreme Racer”	Supreme Racer Limited, a company incorporated in the British Virgin Islands
“Vendor”	Aleta Holdings Limited, a company incorporated in the British Virgin Islands
“%”	percentage

By Order of the Board
G-Resources Group Limited
Chiu Tao

Chairman and Acting Chief Executive Officer

Hong Kong, 11 August 2015

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

- (i) Mr. Chiu Tao, Mr. Owen L Hegarty, Mr. Ma Xiao, Mr. Wah Wang Kei, Jackie and Mr. Hui Richard Rui as executive directors of the Company; and*
- (ii) Dr. Or Ching Fai, Ms. Ma Yin Fan and Mr. Leung Hoi Ying as independent non-executive directors of the Company.*

For media or investor enquiries please contact:

Hong Kong:

Mr. Richard Hui

T. +852 3610 6700

Ms. Joanna Ip

T. +852 3610 6700

Melbourne, Australia:

Mr. Owen Hegarty

T. +61 3 8644 1330

Ms. Amy Kong

T. +61 3 8644 1330

** For identification purpose only*