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# TEMPUS

## 騰邦控股

### TEMPUS HOLDINGS LIMITED

### 騰邦控股有限公司

### (IN LIQUIDATION)

*(Incorporated in Cayman Islands with limited liability)*

**(Stock Code: 6880)**

#### ANNOUNCEMENT

**PURSUANT TO RULE 3.7 OF THE TAKEOVERS CODE,  
RULE 13.09(2) OF THE LISTING RULES  
AND INSIDE INFORMATION PROVISIONS UNDER  
THE SECURITIES AND FUTURES ORDINANCE**

**AND**

**SIGNING OF EXCLUSIVITY AGREEMENT**

**AND**

**CONTINUED SUSPENSION OF TRADING**

The announcement is made by Tempus Holdings Limited (In Liquidation) (the “**Company**”, which together with its subsidiaries, the “**Group**”) pursuant to Rule 3.7 of the Hong Kong Code on Takeovers and Mergers (the “**Takeovers Code**”), Rule 13.09(2) of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

#### INTRODUCTION

Reference is made to the announcement (the “**Announcement**”) of the Company dated 19 April 2024, whereby it was disclosed that the Liquidators had been in active discussions with various parties regarding the viability of restructuring of the debt of the Company and soliciting with potential “white-knights” of the Company. Unless the context otherwise requires, capitalised terms used herein shall have same meaning as those defined in the Announcement.

## THE EXCLUSIVITY AGREEMENT

On 9 August 2024, the Company and the Liquidators (acting as agents without personal liability) have entered into an exclusivity agreement (the “**Exclusivity Agreement**”) with an investor (the “**Investor**”) in relation to the proposed restructuring (the “**Proposed Restructuring**”) of the Group. Subject to further negotiation and the entering into of the formal restructuring agreement (the “**Restructuring Agreement**”), the Proposed Restructuring is expected to involve, among others, (i) capital reorganisation of the Company; (ii) subscription (the “**Subscription**”) of new shares (the “**Share(s)**”) of the Company; and (iii) a creditors’ scheme of arrangement.

Pursuant to the Exclusivity Agreement, the Investor has paid a non-refundable earnest money (the “**Earnest Money**”) in the amount of HK\$6.5 million, and the Investor has been granted an exclusivity period in relation to the Proposed Restructuring from the date of Exclusivity Agreement until 24 October 2024 (the “**Exclusivity Period**”). On completion of the Subscription, the Company shall set off the amount of the Earnest Money against payment of the subscription money payable by the Investor.

Upon the signing of the Exclusivity Agreement, each party shall in good faith using their reasonable endeavours to negotiate and execute the Restructuring Agreement before the expiration of the Exclusivity Period.

Although the Exclusivity Agreement is legally binding, the terms of the Proposed Restructuring are subject to further negotiations and the execution of the Restructuring Agreement, and the Exclusivity Agreement does not constitute any binding obligation or commitment on the parties to the Exclusivity Agreement to enter into any transaction or be bound by such terms and conditions in relation to the Proposed Restructuring.

The Exclusivity Agreement shall terminate upon the expiry of the Exclusivity Period, provided that any party to the Exclusivity Agreement shall have the right to terminate the same if any other party shall be in material breach of the Exclusivity Agreement or any other documents entered into between the parties.

## IMPLICATIONS UNDER THE TAKEOVERS CODE

If the Subscription materialises, upon completion of the Subscription, the Investor and parties acting in concert with it may in aggregate be interested in more than 50% of the issued share capital of the Company as enlarged by the allotment and issue of the subscription shares which may lead to a change in control of the Company and will then give rise to an obligation on the part of the Investor (and any parties acting in concert with it) to make a mandatory unconditional general offer for all the Shares (other than those already owned or agreed to be acquired by the Investor or parties acting in concert with it) and for the cancellation of the outstanding share options under Rule 26.1 of the Takeovers Code.

As advised by the Investor, the Investor intends to apply to the Executive Director (the “**Executive**”) of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong or any of his delegates for the whitewash waiver (the “**Whitewash Waiver**”) pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code. The Investor and the Company have not concluded whether obtaining the Whitewash Waiver will be a waivable or non-waivable condition to the completion of the Subscription under the Restructuring Agreement. If the Whitewash Waiver is a waivable condition to the completion of the Subscription under the Restructuring Agreement, a mandatory general offer pursuant to Rule 26.1 of the Takeovers Code cannot be ruled out. If the

Whitewash Waiver is a non-waivable condition to the completion of the Subscription under the Restructuring Agreement, the Subscription will not proceed to completion in the event that the Whitewash Waiver is not granted by the Executive. As such, an offer period in respect of the Company commences on the date of this announcement.

**The Restructuring Agreement may or may not proceed to signing or completion. Even if the Restructuring Agreement is signed, completion of the Subscription may still be subject to the fulfillment (or, where applicable, waiver) of the conditions precedent contained therein. There is no assurance that the Subscription or the possible mandatory general offer pursuant to Rule 26.1 of the Takeovers Code (if the Whitewash Waiver condition is waived) will materialize or eventually be consummated. Persons who are in doubt as to the action should consult their stockbroker(s), bank manager(s), solicitor(s) or other professional advisor(s).**

## **SECURITIES OF THE COMPANY**

As at the date of this announcement, the Company has 436,576,000 Shares in issue and 22,898,000 share options convertible into 22,898,000 Shares. Save for the aforesaid, the Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) as at the date of this announcement.

Further announcement will be made as and when appropriate in compliance with the Listing Rules when the Restructuring Agreement is signed.

## **MONTHLY UPDATES**

In compliance with Rule 3.7 of the Takeovers Code, monthly announcement(s) setting out the progress of the Proposed Restructuring will be made by the Company until an announcement is made of a firm intention to make an offer under Rule 3.5 of the Takeovers Code or of a decision not to proceed with an offer. Further announcement(s) will be made by the Company as and when appropriate or required in accordance with the Listing Rules and/or the Takeovers Code (as the case may be).

## **DISCLOSURE OF DEALINGS**

For the purposes of the Takeovers Code, the offer period commenced on the date of this announcement, being 15 August 2024. As required under Rule 3.8 of the Takeovers Code, the respective associates (as defined in the Takeovers Code and including, among others, a person who owns or controls 5% or more of any class of relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code)) of the Company and the Investor are reminded to disclose their dealings in any securities of the Company under 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 the offeree company and other persons under Rule 22 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. 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. ”*

*“Executive” referred to above has the meaning ascribed to it under the Takeovers Code.*

## **CONTINUED SUSPENSION OF TRADING**

Trading on the Stock Exchange in the shares of the Company, which was suspended with effect from 9:00 a.m. on 3 April 2023 remains suspended and will continue to be so until further notice.

The Company will keep the public informed by making further announcements as and when appropriate.

If the shareholders of the Company have any query about the implications of the appointment of the Liquidators and the continued suspension of trading referred to above, they should obtain appropriate professional advice.

For and on behalf of  
Tempus Holdings Limited (In Liquidation)

**Wing Sze Tiffany Wong**  
**Edward Simon Middleton**  
*Joint and Several Liquidators*  
*acting as agents without personal liabilities*

Hong Kong, 15 August 2024

*On the basis of the information available from the previous announcements made by the Company immediately before the winding up order was granted against the Company, the board of directors of the Company comprises two executive directors, namely Mr. Zhong Yiming and Mr. Wang Xingyi; one non-executive director, namely Mr. Zhong Baisheng; and two independent non-executive directors, namely Mr. Li Qi and Mr. Peng Chaolin.*

*The affairs, business and property of the Company are being managed by the Liquidators who act as the agents of the Company only and without personal liabilities.*

*The Liquidators jointly and severally accept full responsibility for the accuracy of the information contained in this announcement and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statement in this announcement misleading.*