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D&G TECHNOLOGY HOLDING COMPANY LIMITED

德基科技控股有限公司

(Incorporated under the laws of the Cayman Islands with limited liability)

(Stock Code: 1301)

ANNOUNCEMENT DISCLOSEABLE AND CONNECTED TRANSACTION — ACQUISITION OF PROPERTIES

SALE AND PURCHASE AGREEMENT I

On 17 June 2016 (after trading hours), Amazing Rush, an indirect wholly-owned subsidiary of the Company, entered into Sale and Purchase Agreement I with Diamond Strong, pursuant to which Diamond Strong agreed to sell and Amazing Rush agreed to purchase Property I for a cash consideration of HK\$17.2 million.

SALE AND PURCHASE AGREEMENT II

On 17 June 2016 (after trading hours), Elegant Station, an indirect wholly-owned subsidiary of the Company, entered into Sale and Purchase Agreement II with Diamond Strong, pursuant to which Diamond Strong agreed to sell and Elegant Station agreed to purchase Property II for a cash consideration of HK\$11.1 million.

SALE AND PURCHASE AGREEMENT III

On 17 June 2016 (after trading hours), Elegant Station, an indirect wholly-owned subsidiary of the Company, entered into Sale and Purchase Agreement III with Mr. Chan, pursuant to which Mr. Chan agreed to sell and Elegant Station agreed to purchase Property III for a cash consideration of HK\$6.4 million.

SALE AND PURCHASE AGREEMENT IV

On 17 June 2016 (after trading hours), Super Diamond, an indirect wholly-owned subsidiary of the Company, entered into Sale and Purchase Agreement IV with Balama Prima Engineering, pursuant to which Balama Prima Engineering agreed to sell and Super Diamond agreed to purchase Property IV for a cash consideration of HK\$18.1 million.

LISTING RULES IMPLICATIONS

As at the date hereof, Diamond Strong is held as to 40% by Mr. Choi, 20% by Ms. Tin, 20% by Mr. Derek Choi and 20% by Ms. Glendy Choi, respectively. Diamond Strong is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the purchase of Property I by Amazing Rush and the purchase of Property II by Elegant Station from Diamond Strong constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As completion of Sale and Purchase Agreement III is conditional upon the completion of Sale and Purchase Agreement II, Mr. Chan is deemed, for the purposes of the Acquisition, to be a connected person of the Company by virtue of Rule 14A.20 of the Listing Rules. Accordingly, the purchase of Property III by Elegant Station from Mr. Chan constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As at the date hereof, Balama Prima Engineering is held as to 40% by Mr. Choi, 20% by Ms. Tin, 20% by Mr. Derek Choi and 20% by Ms. Glendy Choi, respectively. Balama Prima Engineering is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the purchase of the Property IV by Super Diamond from Balama Prima Engineering constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

In addition, as certain of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition are more than 5% but less than 25% and the aggregate consideration is more than HK\$10 million, the Acquisition constitutes a discloseable and connected transaction of the Company, and is subject to the reporting, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The Independent Board Committee, comprising all independent non-executive Directors, has been established to advise the Independent Shareholders on the fairness and reasonableness of the terms of the Sale and Purchase Agreements and on how to vote on the resolutions to be proposed at the EGM taking into account the recommendation of the independent financial adviser. Optima Capital Limited has been appointed as the Independent Financial Adviser to make recommendations to the Independent Board Committee and the Independent Shareholders in respect of the same.

A circular containing, among other things, (i) further details of the Sale and Purchase Agreements; (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to both the Independent Board Committee and the Independent Shareholders; and (iv) a notice of the EGM, will be dispatched to the Shareholders as soon as practicable but not later than 8 July 2016.

Completion is subject to the fulfilment of certain conditions precedent set out in the Sale and Purchase Agreements and therefore may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

INTRODUCTION

On 17 June 2016 (after trading hours), the Group entered into the Sale and Purchase Agreements, pursuant to which, the Group has conditionally agreed to purchase the Properties at an aggregate consideration of HK\$52.8 million which will be satisfied as to approximately 30% by means of bank borrowings to be secured by first priority mortgages on the Properties and as to approximately 70% by internal resources of the Company (other than proceeds from the IPO).

PRINCIPAL TERMS OF SALE AND PURCHASE AGREEMENT I

Date: 17 June 2016

Vendor: Diamond Strong

Purchaser: Amazing Rush

Property I: Office A (including the lavatory) and Office B (including the

lavatory), 7th Floor, Hing Lung Commercial Building, 68–74 Bonham Strand, Hong Kong. The GFA of Property I is

approximately 2,083 sq.ft.

Vacant possession of Property I will be delivered to Amazing

Rush upon completion.

Consideration: The consideration of HK\$17.2 million for the acquisition of

Property I was determined after arm's length negotiations between Diamond Strong and Amazing Rush with reference to a valuation on Property I conducted by an independent property valuer using the income capitalisation method, which valued Property I at HK\$17.2 million. Pursuant to Sale and Purchase Agreement I, the consideration for the acquisition will be payable in full upon completion. A refundable deposit of HK\$1.72 million has been paid by the Group to Diamond Strong

on the date of Sale and Purchase Agreement I.

Office A (including the lavatory) and Office B (including the lavatory) of Property I were acquired by Diamond Strong on 24 January 1986 and 1 July 1986, respectively, at a total acquisition

cost of approximately HK\$1.3 million.

Source of Funding: The consideration for the acquisition of Property I will be

satisfied as to approximately 40% by means of bank borrowings to be secured by a first priority mortgage on Property I and as to approximately 60% by internal resources of the Company (other

than proceeds from the IPO).

Condition Precedent: Completion of Sale and Purchase Agreement I shall be

conditional upon the Company having obtained the approval of the Independent Shareholders at the EGM to approve Sale and Purchase Agreement I and the transactions contemplated

thereunder.

Date of Completion: Completion shall take place on or before 29 July 2016 after all

conditions precedent to Sale and Purchase Agreement I have been satisfied or waived by the Company (or such other time and date as the parties to Sale and Purchase Agreement I may agree

in writing).

Building Order: Property I is sold subject to Order No. DBR/RB01–15/0001/12

issued by the Buildings Department relating to the common areas of Hing Lung Commercial Building (the "Building Order"). Diamond Strong has agreed to indemnify Amazing Rush against all costs arising from or in connection with the Building Order.

PRINCIPAL TERMS OF SALE AND PURCHASE AGREEMENT II

Date: 17 June 2016

Vendor: Diamond Strong

Purchaser: Elegant Station

Property II: Office A and Unit B2, 10th Floor, Hing Lung Commercial

Building, 68-74 Bonham Strand, Hong Kong. The GFA of

Property II is approximately 1,336 sq.ft.

Vacant possession of Property II will be delivered to Elegant

Station upon completion.

Consideration: The consideration of HK\$11.1 million for the acquisition of

Property II was determined after arm's length negotiations between Diamond Strong and Elegant Station with reference to a valuation on Property II conducted by an independent property valuer using the income capitalisation method, which valued Property II at HK\$11.1 million. Pursuant to Sale and Purchase Agreement II, the consideration for the acquisition will be payable in full upon completion. A refundable deposit of HK\$1.11 million has been paid by the Group to Diamond Strong

on the date of Sale and Purchase Agreement II.

Office A and Unit B2 of Property II were acquired by Diamond Strong on 25 October 1994 and 14 September 1992, respectively, at a total acquisition cost of approximately HK\$3.4

million.

Source of Funding: The consideration for the acquisition of Property II will be

satisfied as to approximately 40% by means of bank borrowings to be secured by a first priority mortgage on the Property II and as to approximately 60% by internal resources of the Company

(other than proceeds from the IPO).

Condition Precedent: Completion of Sale and Purchase Agreement II shall be

conditional upon the Company having obtained the approval of the Independent Shareholders at the EGM to approve Sale and Purchase Agreement II and the transactions contemplated

thereunder.

Date of Completion: Completion shall take place on or before 29 July 2016 after all

conditions precedent to Sale and Purchase Agreement II have been satisfied or waived by the Company (or such other time and date as the parties to Sale and Purchase Agreement II may agree

in writing).

Building Order: Property II is sold subject to the Building Order. Diamond

Strong has agreed to indemnify Elegant Station against all costs

arising from or in connection with the Building Order.

PRINCIPAL TERMS OF SALE AND PURCHASE AGREEMENT III

Date: 17 June 2016

Vendor: Mr. Chan

Purchaser: Elegant Station

Property III: Unit B1 (including the lavatories), 10th Floor, Hing Lung

Commercial Building, 68-74 Bonham Strand, Hong Kong. The

GFA of Property III is approximately 747 sq.ft.

Property III is currently leased by Diamond Strong for a term of one year expiring on 31 March 2017 at a monthly rental of HK\$17,000 exclusive of rates and management fee, which will be terminated by surrender by Diamond Strong upon completion. Vacant possession of Property III will be delivered to Elegant

Station upon Completion.

Consideration:

The consideration of HK\$6.4 million for the acquisition of Property III was determined after arm's length negotiations between Mr. Chan and Elegant Station with reference to a valuation on Property III conducted by an independent property valuer using the income capitalisation method, which valued Property III at HK\$6.4 million. Pursuant to Sale and Purchase Agreement III, the consideration for the acquisition will be payable in full upon completion. A refundable deposit of HK\$0.64 million has been paid by the Group to Mr. Chan on the date of Sale and Purchase Agreement III.

Property III was acquired by Mr. Chan on 2 April 1992 at an acquisition cost of approximately HK\$1.8 million.

Source of Funding:

The consideration for the acquisition of Property III will be satisfied as to approximately 40% by means of bank borrowings to be secured by a first priority mortgage on Property III and as to approximately 60% by internal resources of the Company (other than proceeds from the IPO).

Conditions Precedent:

Completion of Sale and Purchase Agreement III shall be conditional upon:

- (1) the Company having obtained the approval of the Independent Shareholders at the EGM to approve Sale and Purchase Agreement III and the transactions contemplated thereunder; and
- (2) Sale and Purchase Agreement II being completed.

Date of Completion:

Completion shall take place on or before 29 July 2016 after all conditions precedent to Sale and Purchase Agreement III have been satisfied or waived by the Company (or such other time and date as the parties to Sale and Purchase Agreement III may agree in writing).

Building Order:

Property III is sold subject to the Building Order. Mr. Chan has agreed to indemnify Elegant Station against all costs arising from or in connection with the Building Order.

PRINCIPAL TERMS OF SALE AND PURCHASE AGREEMENT IV

Date: 17 June 2016

Vendor: Balama Prima Engineering

Purchaser: Super Diamond

Property IV:

Offices A and B (including the lavatories), 17th Floor, Hing Lung Commercial Building, 68–74 Bonham Strand, Hong Kong. The GFA of Property IV is approximately 2,083 sq.ft.

Vacant possession of Office A will be delivered to Super Diamond upon completion.

Office B is currently leased to an Independent Third Party for a term of two years expiring on 19 December 2016 at a monthly rental of HK\$37,750 inclusive of rates and management fees. Property IV will be assigned to Super Diamond subject to such tenancy. The net rental income generated from Office B during each of the two financial years ended 31 December 2014 and 2015 amounted to approximately HK\$375,000 and HK\$409,000, respectively. No tax has been paid in respect of such income as Balama Prima Engineering did not have assessable profits for the relevant periods.

Consideration:

The consideration of HK\$18.1 million for acquisition of Property IV was determined after arm's length negotiations between Balama Prima Engineering and Super Diamond with reference to a valuation on the Property IV conducted by an independent property valuer using the income capitalisation method, which valued Property IV at HK\$18.1 million. Pursuant to Sale and Purchase Agreement IV, the consideration for the acquisition will be payable in full upon completion. A refundable deposit of HK\$1.81 million has been paid by the Group to Balama Prima Engineering on the date of Sale and Purchase Agreement IV.

Property IV was acquired by Balama Prima Engineering on 1 November 2004 at an acquisition cost of approximately HK\$5.2 million.

Source of Funding:

The consideration for the acquisition of Property IV will be satisfied as to approximately 10% by means of bank borrowings to be secured by a first priority mortgage on Property IV and as to approximately 90% by internal resources of the Company (other than proceeds from the IPO).

Condition Precedent:

Completion of Sale and Purchase Agreement IV shall be conditional upon the Company having obtained the approval of the Independent Shareholders at the EGM to approve Sale and Purchase Agreement IV and the transactions contemplated thereunder.

Date of Completion:

Completion shall take place on or before 29 July 2016 after all conditions precedent to Sale and Purchase Agreement IV have been satisfied or waived by the Company (or such other time and date as the parties to Sale and Purchase Agreement IV may agree in writing).

Building Order: Property IV is sold subject to the Building Order. Balama Prima

> Engineering has agreed to indemnify Super Diamond against all costs arising from or in connection with the Building Order.

INFORMATION ABOUT THE COMPANY

The Company specialises in the research and development, design, manufacturing and sale of medium to large scale asphalt mixing plants and provides one-stop customised solutions to the PRC and overseas customers. The asphalt mixtures produced by the asphalt mixing plants of the Group can be used in the construction and maintenance of all levels of roads and highways.

INFORMATION ABOUT THE VENDORS

Diamond Strong is an investment holding company.

Mr. Chan is an Independent Third Party.

Balama Prima Engineering is principally engaged in the trading of machinery and investment holding.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group is currently leasing Property I from Diamond Strong and Office A of Property IV from Balama Prima Engineering for its office use. In anticipation of the fact that the Group's business operations in Hong Kong in respect of overseas sales are expected to grow in the foreseeable future as a result of the geographical expansion plan and in light of the "One Belt, One Road" initiative, the Group intends to also occupy Property II and Property III for its office use. The Group anticipates that it will continue to use Property I and Office A of Property IV for its office use whereas Office B of Property IV will continue to be leased to an Independent Third Party. In view of the aforesaid need for additional office space, the Directors consider it appropriate to acquire the Properties to better position the Group for its anticipated expansion. The Directors also consider the Acquisition to be beneficial to the Group as it will allow the Group to save rental expenses from a long-term perspective, broaden the fixed asset base of the Group and provide capital appreciation to the Group.

The Directors, excluding the independent non-executive Directors, are of the view that the terms and conditions of the purchase of the Properties are fair and reasonable and are in the interests of the Group and its Shareholders as a whole.

LISTING RULES IMPLICATION

As at the date hereof, Diamond Strong is held as to 40% by Mr. Choi, 20% by Ms. Tin, 20% by Mr. Derek Choi and 20% by Ms. Glendy Choi, respectively. Diamond Strong is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the purchase of Property I by Amazing Rush and the purchase of Property II by Elegant Station from Diamond Strong constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As completion of Sale and Purchase Agreement III is conditional upon the completion of Sale and Purchase Agreement II, Mr. Chan is, for the purposes of the Acquisition, deemed to be a connected person of the Company by virtue of Rule 14A.20 of the Listing Rules. Accordingly, the purchase of Property III by Elegant Station from Mr. Chan constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As at the date hereof, Balama Prima Engineering is held as to 40% by Mr. Choi, 20% by Ms. Tin, 20% by Mr. Derek Choi and 20% by Ms. Glendy Choi, respectively. Balama Prima Engineering is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the purchase of the Property IV by Super Diamond from Balama Prima Engineering constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

In addition, as certain of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition is more than 5% but less than 25% and the aggregate consideration are more than HK\$10 million, the Acquisition constitutes a discloseable and connected transaction of the Company, and is subject to the reporting, announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Save for Mr. Choi, Mr. Derek Choi and Ms. Glendy Choi, all being executive Directors, having abstained from voting at the meeting of the Board in respect of the Acquisition, none of the Directors had a material interest in the respective transactions contemplated under the Sale and Purchase Agreements or had abstained from voting at the meeting of the Board on the respective resolutions approving the transactions.

GENERAL

The EGM will be convened for the purpose of considering and, if thought fit, approving, among other things (if any), the Acquisition.

The Independent Board Committee, comprising all independent non-executive Directors, has been established to advise the Independent Shareholders on the fairness and reasonableness of the terms of the Sale and Purchase Agreements and on how to vote on the resolution(s) to be proposed at the EGM taking into account the recommendation of the independent financial adviser. Optima Capital Limited has been appointed as the Independent Financial Adviser to make recommendations to the Independent Board Committee and the Independent Shareholders in respect of the same.

A circular containing, among other things, (i) further details of the Sale and Purchase Agreements; (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the Independent Financial Adviser to both the Independent Board Committee and the Independent Shareholders; and (iv) a notice of the EGM, will be dispatched to the Shareholders as soon as practicable but not later than 8 July 2016.

Completion is subject to the fulfilment of certain conditions precedent set out in the Sale and Purchase Agreements and therefore may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

"Acquisition" collectively, the acquisitions of Property I, Property II,

Property III and Property IV

"Amazing Rush" Amazing Rush Holdings Limited, a company incorporated

under the laws of the BVI with limited liability and an

indirect wholly-owned subsidiary of the Company

"Balama Prima Engineering" Balama Prima Engineering Company Limited, a company

incorporated under the laws of Hong Kong with limited liability and held as to 40% by Mr. Choi, 20% by Ms. Tin, 20% by Mr. Derek Choi and 20% by Ms. Glendy Choi,

respectively

"Board" the board of Directors

"BVI" British Virgin Islands

"Company" D&G Technology Holding Company Limited, a company

incorporated under the laws of the Cayman Islands with limited liability whose shares are listed on the Main Board

of the Stock Exchange

"connected person(s)" has the meaning ascribed to it under the Listing Rules

"Controlling Shareholder(s)" has the meaning ascribed to it under the Listing Rules and,

in this context, means the controlling shareholders of the Company, being each of Mr. Choi, Ms. Tin, Mr. Derek Choi

and Ms. Glendy Choi

"Diamond Strong" Diamond Strong Limited, a company incorporated under the

laws of Hong Kong with limited liability and held as to 40% by Mr. Choi, 20% by Ms. Tin, 20% by Mr. Derek Choi and

20% by Ms. Glendy Choi, respectively

"Director(s)" director(s) of the Company

"EGM" an extraordinary general meeting of the Company to be held

for the Shareholders to consider and, if thought fit, approve the Sale and Purchase Agreements and the transactions

contemplated thereunder

"Elegant Station" Elegant Station Limited, a company incorporated under the

laws of the BVI with limited liability and an indirect

wholly-owned subsidiary of the Company

"GFA" gross floor area

"Group" the Company and its subsidiaries

"HK\$" Hong Kong dollars, the lawful currency of Hong Kong "Independent Board the independent committee of the Board, comprising Mr. Law Wang Chak, Waltery, Mr. Li Zongjin, Mr. Lee Wai Committee" Yat, Paco and Mr. Fok Wai Shun, Wilson, all of whom are independent non-executive Directors, formed to advise the Independent Shareholders as to the Sale and Purchase Agreements and the transactions contemplated thereunder "Independent Financial Optima Capital Limited, an independent financial adviser to Adviser" be appointed for the purpose of advising the Independent Board Committee and the Independent Shareholders as to the Sale and Purchase Agreements and the transactions contemplated thereunder "Independent Shareholders" with respect to the Sale and Purchase Agreements and the transactions contemplated thereunder, the Shareholders excluding Prima DG Investment Holding Company Limited, Mr. Choi, Ms. Tin, Mr. Derek Choi, Ms. Glendy Choi and their respective associates "Independent Third Party" a party that is independent of and not connected with (within the meaning of the Listing Rules) any Directors, chief executive, substantial shareholders of the Company, the Company's subsidiaries or any of their respective associates "IPO" the global offering of the shares of the Company conducted by the Company in May 2015 "Listing Rules" the Rules Governing the Listing of Securities on the Stock Exchange "Mr. Chan" Mr. Chan Shing Kwong, an Independent Third Party "Mr. Choi" Mr. Choi Hung Nang, an executive Director and Controlling Shareholder Mr. Choi Hon Ting Derek, an executive Director and "Mr. Derek Choi" Controlling Shareholder "Ms. Glendy Choi" Mr. Choi Kwan Li Glendy, an executive Director and Controlling Shareholder

Ms. Tin Suen Chu, a Controlling Shareholder

the People's Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special

"Ms. Tin"

"PRC"

"Properties" collectively, Property I, Property II, Property III and Property IV "Property I" Office A (including the lavatory) and Office B (including the lavatory), 7th Floor, Hing Lung Commercial Building, 68-74 Bonham Strand, Hong Kong "Property II" Office A and Unit B2, 10th Floor, Hing Lung Commercial Building, 68–74 Bonham Strand, Hong Kong "Property III" Unit B1 (including the lavatories), 10th Floor, Hing Lung Commercial Building, 68–74 Bonham Strand, Hong Kong "Property IV" Offices A and B (including the lavatories), 17th Floor, Hing Lung Commercial Building, 68-74 Bonham Strand, Hong Kong "Sale and Purchase the sale and purchase agreement dated 17 June 2016 entered Agreement I" into between Diamond Strong as vendor and Amazing Rush as purchaser in relation to the purchase of the Property I, details of which are set out in the paragraph headed "Principal Terms of Sale and Purchase Agreement I" of this announcement "Sale and Purchase the sale and purchase agreement dated 17 June 2016 entered into between Diamond Strong as vendor and Elegant Station Agreement II" as purchaser in relation to the purchase of the Property II, details of which are set out in the paragraph headed "Principal Terms of Sale and Purchase Agreement II" of this announcement "Sale and Purchase the sale and purchase agreement dated 17 June 2016 entered Agreement III" into between Mr. Chan as vendor and Elegant Station as purchaser in relation to the purchase of the Property III, details of which are set out in the paragraph headed "Principal Terms of Sale and Purchase Agreement III" of this announcement "Sale and Purchase the sale and purchase agreement dated 17 June 2016 entered into between Balama Prima Engineering as vendor and Agreement IV" Super Diamond as purchaser in relation to the purchase of the Property IV, details of which are set out in the paragraph headed "Principal Terms of Sale and Purchase Agreement IV" of this announcement

"Shareholder(s)" holder(s) of share(s) of the Company

"Sale and Purchase

Agreements"

and Sale and Purchase Agreement IV

collectively, Sale and Purchase Agreement I, Sale and

Purchase Agreement II, Sale and Purchase Agreement III

"sq.ft" squared feet

"Stock Exchange" The Stock Exchange of Hong Kong Limited

"Super Diamond" Super Diamond Group Limited, a company incorporated

under the laws of the BVI with limited liability and an

indirect wholly-owned subsidiary of the Company

"%" per centum

By order of the Board

D&G Technology Holding Company Limited

Choi Kwan Li, Glendy

Chief Executive Officer and Executive Director

Hong Kong, 17 June 2016

As at the date of this announcement, the executive directors of the Company are Mr. Choi Hung Nang, Ms. Choi Kwan Li, Glendy, Mr. Choi Hon Ting, Derek, Mr. Liu Tom Jing-zhi, Mr. Lao Kam Chi and Mr. Yu Ronghua; the non-executive director of the Company is Mr. Chan Lewis; and the independent non-executive directors of the Company are Mr. Law Wang Chak, Waltery, Mr. Li Zongjin, Mr. Lee Wai Yat, Paco and Mr. Fok Wai Shun, Wilson.