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**ARTGO HOLDINGS LIMITED**  
**雅高控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 3313)**

**PLACING OF CONVERTIBLE BONDS  
UNDER SPECIFIC MANDATE  
AND  
PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL**

**Placing Agent**



**1. ISSUE OF CONVERTIBLE BONDS UNDER SPECIFIC MANDATE**

On 30 March 2018, the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Placing Agent has conditionally agreed to procure not less than six (6) Placees to subscribe for up to ten (10) tranches of the Convertible Bonds on a best endeavours basis within the Placing Period. Further announcement will be made by the Company upon placing of each tranche of Convertible Bonds.

The Convertible Bonds carry the right to convert into the Conversion Shares at the Conversion Price (subject to adjustment). Assuming (i) the Convertible Bonds are fully placed and subscribed, (ii) all the Conversion Right are exercised in full at the Conversion Price, and (iii) there is no adjustment to the Conversion Price and upon full conversion of the Convertible Bonds, a maximum of 900,000,000 Conversion Shares will be allotted and issued to the Placees, representing approximately 39.24% of the existing issued share capital of the Company as at the date of this announcement and approximately 28.18% of the Company's issued share capital as enlarged by the issue and allotment of the Conversion Shares.

No application will be made for the listing of the Convertible Bonds on the Stock Exchange or any other stock exchange. An application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be allotted and issued upon conversion of the Convertible Bonds.

## **2. PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL**

In order to accommodate future expansion and growth of the Group and to facilitate the possible issue of the Conversion Shares falling to be issued under the Convertible Bonds, the Company proposes to increase its authorised share capital from HK\$30,000,000 divided into 3,000,000,000 Shares of HK\$0.01 each to HK\$50,000,000 divided into 5,000,000,000 Shares of HK\$0.01 each by the creation of an additional 2,000,000,000 unissued Shares of HK\$0.01 each, which upon issue shall rank *pari passu* in all respects with the existing Shares.

### **LISTING RULES IMPLICATIONS**

The Conversion Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Shareholders at the EGM. The issue of the Convertible Bonds and the Conversion Shares by the Company and the Increase in Authorised Share Capital are subject to, among others, the Shareholders' approval at the EGM.

### **GENERAL**

The EGM will be held to consider and, if thought fit, pass the resolutions to approve, among other things: (i) the Placing Agreement and the transactions contemplated thereunder; and (ii) the Increase in Authorised Share Capital. No Shareholders will be required to abstain from voting at the EGM.

A circular containing, among other things, details of the Placing Agreement and the Increase in Authorised Share Capital and a notice of the EGM will be despatched to the Shareholders on or before 30 April 2018 so as to allow sufficient time for the preparation of the relevant information for inclusion in the circular.

**As the completion of the issue of each tranche of the Convertible Bonds under the Placing Agreement is subject to the satisfaction of the Conditions, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

## **1. PLACING OF CONVERTIBLE BONDS**

On 30 March 2018, the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Placing Agent has conditionally agreed to procure not less than six (6) Placees to subscribe for up to ten (10) tranches of the Convertible Bonds on a best endeavours basis within the Placing Period. Further announcement will be made by the Company upon placing of each tranche of Convertible Bonds.

Principal terms of the Placing Agreement are set out as follows:

**Date:** 30 March 2018

**Parties**                    **Issuer:** the Company

**Placing Agent:** Caitong International Securities Company Limited

As advised by the Placing Agent, the Placing Agent is a company with limited liability incorporated in Hong Kong and it is a corporation licensed to carry out Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong). To the best of the Director's knowledge, information and belief and having made all reasonable enquiries, the Placing Agent and its ultimate beneficial owners are Independent Third Parties.

### **Placing of the Convertible Bonds**

Subject to the terms and conditions of the Placing Agreement, the Company agrees to appoint the Placing Agent, and the Placing Agent agrees to, subject to fulfilment of the Conditions, procure not less than six (6) Placees from time to time, to subscribe for each tranche of the Convertible Bonds at the subscription price equivalent to 100 percent of the principal amount of the Convertible Bonds on a best endeavours basis.

#### **Placees:**

The Placee shall be an independent institutional or private investor not connected with the directors, chief executive, management shareholder or substantial shareholder of the Company or any of its subsidiaries or any of their respective associates. Each tranche of the Convertible Bonds will be placed on a best endeavours basis, to not less than six Placees.

#### **Principal Amount:**

The aggregate principal amount of the Convertible Bonds is the aggregate of the number of Conversion Shares of each tranche of the Convertible Bonds, falling to be issued, multiplied by the Conversion Price of that particular tranche of the Convertible Bonds for all tranches of the Convertible Bonds.

#### **Maximum number of tranches:**

The Convertible Bonds shall be issued in up to ten (10) tranches with not less than six (6) Placees for each tranche of the Convertible Bonds.

#### **Placing Period**

Placing of all tranches of Convertible Bonds shall take place within nine (9) months from the date of the Placing Agreement, subject to the fulfillments of all Conditions for each tranche.

### **Conditions Precedent:**

The obligations of the parties under the Placing Agreement are conditional upon the following Conditions being fulfilled:

- (a) the granting of the listing of, and permission to deal in, the Conversion Shares by the Listing Committee of the Stock Exchange (the “**Listing Approval**”);
- (b) the passing of the necessary resolution(s) to approve the issue of the Convertible Bonds and the transactions contemplated under the Placing Agreement (including the obtaining of the Specific Mandate to allot and issue the Conversion Shares falling to be issued on the exercise of the Conversion Rights attached to the Convertible Bonds) by the Shareholders at the EGM by way of poll;
- (c) the passing of the resolution by the Shareholders at the EGM in respect of the increase in the authorised share capital of the Company from HK\$30,000,000 divided into 3,000,000,000 Shares to HK\$50,000,000 divided into 5,000,000,000 Shares.

All of the Conditions are incapable of being waived. The completion of each tranche of the Convertible Bonds shall be further conditional upon the following conditions being fulfilled:

- (a) the passing of all necessary resolutions by the board of directors of the Company prior to the issue of each tranche of Convertible Bonds;
- (b) the Placing Agent and the Company having duly executed the Memorandum for the respective tranche of the Convertible Bonds;
- (c) the Placee having duly executed the Placing Letter; and
- (d) the principal amount of each tranche of Convertible Bonds being in denominations and integral amounts of HK\$50,000,000.

If any of the Conditions is not fulfilled on or before the Conditions Fulfillment Date, the Placing Agreement shall lapse and neither party to the Placing Agreement shall be bound to proceed with the placing of the Convertible Bonds. The provisions of the Placing Agreement shall from such date have no effect and no party shall have any liability under them (without prejudice to the rights of any of the parties in respect of claim arising out of any antecedent breach of the Placing Agreement). The Placing Agent may by notice to the Company given at any time prior to the expiry of the Placing Period, to terminate the Placing Agreement if in the opinion of the Placing Agent the success of the Placing contemplated under the Placing Agreement would be materially and adversely affected by any material breach of any of the warranties given by the Company comes to the knowledge of the Placing Agent.

Subject to the fulfillment of all Conditions above, placing or issue of any tranche of the Convertible Bonds shall be taken place within six (6) months from the date of the grant of the Listing Approval.

**Conversion Price:**

Subject to the adjustment in certain adjustment events as set out in the paragraph headed “Adjustment Events” in the section headed “Principal Terms of the Convertible Bonds” below in this announcement, the Conversion Price may or may not be the same among various tranches of Convertible Bonds and shall be determined at the arm’s length negotiations among the Company and the Placing Agent, which in any event shall not be less than the higher of:

- (a) 10% discount of the closing price of the Share on the issue date of the relevant tranche of the Convertible Bonds;
- (b) the average closing price of the Shares for five (5) consecutive trading days immediately prior to the issue date of the relevant tranche of the Convertible Bonds; and
- (c) the par value of each Share of HK\$0.01.

The Conversion Price will be arrived at after arm’s length negotiations between the Company and the Placing Agent with reference to the above parameter and the trading performance of the Shares at the respective material time.

**Completion:**

Subject to fulfillment of the Conditions on or before the Condition Fulfillment Date, the respective Completion for placing of each tranche of the Convertible Bonds shall take place within 5 Business Days from the date of signing of the Memorandum.

Further announcement will be made by the Company upon placing of each tranche of Convertible Bonds, which will disclose the particulars of such tranche of Convertible Bonds, including but not limited to the principal amount, the Issue Date, the Conversion Price, the maximum number of Conversion Shares to be allotted and issued upon the full exercise of the Conversion Right attaching and the reference to the benchmarked price in accordance with Rule 13.36(5) of the Listing Rules.

**Placing Commission:**

In consideration of the services rendered by the Placing Agent in the Placing, the Company shall pay to the Placing Agent a placing commission in the total amount equal to 0.3% of the aggregate issue price of the Convertible Bond successfully and actually placed by the Placing Agent and completed. Such placing commission was arrived at after arm’s length negotiations between the Company and the Placing Agent. The Directors are of the view that the placing commission accords with market rate and is fair and reasonable.

## PRINCIPAL TERMS OF THE CONVERTIBLE BONDS

Principal terms of the Convertible Bonds are summarised as follows:

<b>Issuer:</b>	the Company
<b>Principal Amount:</b>	the product of initial Conversion Price multiplied by the number of Conversion Shares for the respective tranche of Convertible Bonds
<b>Issue Price:</b>	100% of the principal amount of the relevant tranche of the Convertible Bonds
<b>Maturity Date:</b>	the date falling twenty four (24) months from the date of issue of the relevant tranche of the Convertible Bonds
<b>Interest:</b>	coupon rate of 5% per annum payable annually in arrear
<b>Redemption:</b>	<i>On demand by the Company</i>

the Company has the right, at its option, to redeem the whole or any part (in multiples of HK\$1,000,000) of the outstanding principal amount of the Convertible Bonds held by such Bondholder, as determined by the Company, by notice

### *At Maturity*

all outstanding principal amount of the Convertible Bonds which have not been redeemed or converted in accordance with the conditions set out in the Instrument by the Maturity Date will be automatically redeemed by the Company on the Maturity Date at a redemption amount equal to 100% of the principal amount of such tranche of the Convertible Bonds, unless the Bondholders request for full conversion of their Convertible Bonds

### *On default*

If any of the events of default specified in the Instrument occur, the Company shall forthwith give notice thereof to the Bondholders and each Bondholder may (without prejudice to any other rights and remedies available to the Bondholders), at its option, opt to convert their Convertible Bonds in its entirety or, alternatively, give a redemption notice to the Company in respect of part or all of the Convertible Bonds held by it, whereupon such Convertible Bonds shall become immediately due and payable at a redemption amount equal to 100% of the principal amount of such Convertible Bond

**Conversion Rights:** each Bondholder shall have the right, exercisable during the Conversion Period, to convert the whole or any part (in multiples of HK\$1,000,000) of the outstanding principal amount of the Convertible Bonds held by such Bondholder into such number of Shares as will be determined by dividing the principal amount of the Convertible Bonds to be converted by the Conversion Price and no fraction of a Share shall be issued on conversion

**Transferability:** the Convertible Bonds (nor any part thereof) can be transferred without the prior written consent of the Company, save and except to a connected person of the Company

any transfer of any Convertible Bonds shall be in respect of the whole or any part (in an amount not less than HK\$1,000,000 or such other amount to be agreed by the Company) of the outstanding principal amount of that Convertible Bonds

**Ranking:** the obligations of the Company arising under the Convertible Bonds constitute general, unsecured and unsubordinated obligations of the Company and rank equally among themselves and *pari passu* with all other present and future unsecured and unsubordinated obligations of the Company except for obligations accorded preference by mandatory provisions of applicable law. Conversion Shares shall rank *pari passu* in all respects with all other existing Shares outstanding at the date of conversion

**Adjustment Events:** the Conversion Price shall be subject to adjustment upon occurrence of the following:

- (a) consolidation and subdivision; and
- (b) capitalisation of profits or reserves.

## **APPLICATION OF LISTING**

No listing of the Convertible Bonds will be sought on the Stock Exchange or any other stock exchange.

An application will be made to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be allotted and issued upon conversion of the Convertible Bonds.

## EFFECTS ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 2,293,374,885 Shares in issue. The following chart sets out the shareholding structure of the Company, assuming there are no other changes to the issued share capital of the Company, (i) as at the date of this announcement; and (ii) immediately after completion of the placing of the Convertible Bonds and assuming full conversion of the Convertible Bonds:

<i>Shareholders</i>	<b>As at the date of this announcement</b>		<b>Immediately after completion of the placing of the Convertible Bonds and assuming full conversion of the Convertible Bonds</b>	
	<i>Number of Shares</i>	<i>Approximate percentage (%)</i>	<i>Number of Shares</i>	<i>Approximate percentage (%)</i>
Wu Jing ( <i>Note</i> )	569,332,840	24.83%	569,332,840	17.83%
China Marble Investment Holdings Limited	231,872,452	10.11%	231,872,452	7.26%
Shanghai Jihua Logistics Limited* (上海際華物流有限公司)	190,000,000	8.28%	190,000,000	5.95%
Qin Yin	168,692,160	7.36%	168,692,160	5.28%
Sun Haocheng	140,678,000	6.13%	140,678,000	4.41%
China First Capital Group Limited	126,096,000	5.50%	126,096,000	3.95%
<i>Other public shareholders</i>				
The Places	—		900,000,000	28.18%
Public shareholders	866,703,433	37.79%	866,703,433	27.14%
<b>Total</b>	<u>2,293,374,885</u>	<u>100.00%</u>	<u>3,193,374,885</u>	<u>100.00%</u>

*Note:* Wu Jing is an executive Director.

## EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THIS ANNOUNCEMENT

During the past 12 months immediately preceding the date of this announcement, the Company has conducted the following equity fund raising activities:

<b>Date of announcement</b>	<b>Event</b>	<b>Net proceeds</b>	<b>Intended use of proceed</b>	<b>Actual use of proceeds</b>
3 July 2017 and 24 July 2017	Placing of 159,300,000 new Shares	HK\$156.8 million	financing any investment opportunities of the Group	Capital investment in a subsidiary
30 January 2018	Placing of 47,000,000 new Shares	HK\$36.4 million	general working capital and financing any potential investment opportunities of the Group that might arise from time to time	General working capital



Apart from above fundraising activity, the Company did not conduct any other fundraising on issue of equity securities in the last 12 months immediately preceding the date of this announcement.

## **REASONS FOR THE PLACING AND USE OF PROCEEDS**

The Company is an investment holding company, the Group mainly engages in (i) mining, processing, trading and sales of marble stones and limestone; and (ii) trading of commodities.

The Directors consider issuing the Convertible Bonds represent an opportunity for the Group to enhance its working capital and strengthen its financial position. The Directors also consider that the issue of the Convertible Bonds is an appropriate means of raising additional capital for the Group since it will not have an immediate effect on diluting the shareholding of the existing Shareholders and even if the Conversion Right is exercised, the shareholder base of the Company will be broadened.

In light of the above, the Directors consider that the terms of the Placing Agreement (including the mechanism for the determination of the Conversion Price), which were on normal commercial terms and arrived at after arm's length negotiations between the Company and the Placing Agent, are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

Assuming:

- (a) the Convertible Bonds are fully placed and subscribed; and
- (b) the Conversion Price is HK\$0.531, being 90% of the closing price of the Shares on the day prior to the date of this announcement, the gross proceeds from the Placing will be HK\$477.9 million. The net proceeds, after deduction of all relevant expenses (including but not limited to placing commission, legal expenses and disbursements) incidental to the Placing, amount to approximately HK\$476.0 million.

Of the net proceeds to be raised, the Company intends to apply:

- (a) approximately HK\$32.0 million for general working capital of the Group;
- (b) approximately HK\$90.0 million for financing the expansion of the existing business of the Group;
- (c) approximately HK\$74.0 million for repayment of bank and other borrowings; and
- (d) approximately HK\$280.0 million for financing any potential investment opportunities of the Group that might arise from time to time.

Currently, the Company is exploring investment opportunities and yet, as at the date of this announcement, it has not entered into any agreement in respect of any investment.

## **2. INCREASE IN AUTHORISED SHARE CAPITAL**

As at the date of this announcement, the unissued Shares are 706,625,115 Shares which fall short of the maximum of 193,374,885 Conversion Shares that may be allotted and issued upon conversion of the Convertible Bonds in full. The Increase in Authorised Share Capital will facilitate the Company for the allotment and issuance of the Conversion Shares and will provide the Company with greater flexibility to accommodate future expansion and growth of the Group.

The Company proposes to increase its authorised share capital from HK\$30,000,000 divided into 3,000,000,000 Shares of HK\$0.01 each to HK\$50,000,000 divided into 5,000,000,000 Shares of HK\$0.01 each by the creation of an additional 2,000,000,000 unissued Shares of HK\$0.01 each, which upon issue shall rank *pari passu* in all respects with the existing Shares.

The Increase in Authorised Share Capital is conditional upon the passing of an ordinary resolution by the Shareholders at the EGM approving the Increase in Authorised Share Capital.

### **LISTING RULES IMPLICATIONS**

The Convertible Bonds carry the right to convert into the Conversion Shares at the Conversion Price (subject to adjustment). Assuming (i) the Convertible Bonds are fully placed and subscribed, (ii) all the Conversion Right are exercised in full at the Conversion Price, and (iii) there is no adjustment to the Conversion Price and upon full conversion of the Convertible Bonds, a maximum of 900,000,000 Conversion Shares will be allotted and issued to the Placees, representing approximately 39.24% of the existing issued share capital of the Company as at the date of this announcement and approximately 28.18% of the Company's issued share capital as enlarged by the issue and allotment of the Conversion Shares.

The Conversion Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Shareholders at the EGM. The issue of the Convertible Bonds and the Conversion Shares by the Company and Increase in Authorised Share Capital are subject to, among others, the Shareholders' approval.

### **GENERAL**

The EGM will be held to consider and, if thought fit, pass the resolutions to approve, among other things: (i) the Placing Agreement and the transactions contemplated thereunder; and (ii) the Increase in Authorised Share Capital. No Shareholders will be required to abstain from voting at the EGM.

A circular containing, among other things, details of the Placing Agreement and the Increase in Authorised Share Capital and a notice of the EGM will be despatched to the Shareholders on or before 30 April 2018 so as to allow sufficient time for the preparation of the relevant information for inclusion in the circular.

**As the completion of the issue of each tranche of the Convertible Bonds under the Placing Agreement is subject to the satisfaction of the Conditions, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

## **DEFINITIONS**

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

“associate(s)”	has the meaning ascribed to it in the Listing Rules
“Board”	the board of Directors
“Bondholder(s)”	holder(s) of Convertible Bonds
“Business Day”	a day (excluding Saturday, Sunday and any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks are generally open for business in Hong Kong
“Company”	ArtGo Holdings Limited (雅高控股有限公司), a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Stock Exchange (Stock Code: 3313)
“Completion”	completion of the placing of each tranche of the Convertible Bonds
“Completion Date”	the date on which Completion for each tranche of the Convertible Bonds takes place
“Conditions”	the conditions precedent to the Placing and each Completion as set out under the section headed “Conditions Precedent” in this announcement
“Conditions Fulfillment Date”	31 December 2018 or such later time or date as may be agreed between the Placing Agent and the Company in writing
“connected person”	has the meaning ascribed to it under the Listing Rules

“Conversion Period”	the respective period commencing from the respective Issue Date and ending on the date which falls on the Business Day immediately before the respective Maturity Date, both dates inclusive, provided that if the Company fails to redeem the Convertible Bonds on the date of redemption in accordance with the terms of the Instrument the period shall continue until redemption in full occurs
“Conversion Price”	the conversion price of the respective tranche of the convertible Bonds
“Conversion Right(s)”	the right(s) of the Bondholder(s) to convert the whole or part of the principal amount of the Convertible Bonds into Conversion Shares
“Conversion Shares”	up to 900,000,000 Shares falling to be allotted and issued upon full exercise of the Conversion Rights attached to all the Convertible Bonds
“Convertible Bonds”	the 5% coupon convertible bonds convertible into maximum of 900,000,000 Conversion Shares to be issued by the Company in maximum of ten (10) tranches, each due on the date falling twenty four (24) months from the issue date of each tranche of the Convertible Bonds pursuant to the Placing Agreement and to be created by the Instrument or, as the context may require, any part of the principal amount
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened for the purpose of approving the Placing Agreement and the transactions contemplated thereunder and the Increase in Authorised Share Capital
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Increase in Authorised Share Capital”	the proposed increase in the authorised share capital of the Company from HK\$30,000,000 divided into 3,000,000,000 Shares of HK\$0.01 each to HK\$50,000,000 divided into 5,000,000,000 Shares of HK\$0.01 each by the creation of an additional 2,000,000,000 unissued Shares of HK\$0.01 each
“Independent Third Party(ies)”	party who is independent of, and not connected with the Directors, chief executive or substantial shareholders of each of the Company, its subsidiaries and their respective associates, in accordance with the Listing Rules

“Instrument”	the instrument to be executed by the Company, from time to time for each tranche of the Convertible Bonds
“Issue Date”	the date of issue of the respective tranche of the Convertible Bonds
“Listing Committee”	has the meaning ascribed to it in the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Maturity Date”	in respect of each tranche of the Convertible Bonds, a date falling twenty four (24) months from the date of issue of each tranche
“Memorandum”	a memorandum of agreement to be entered between the Company and the Placing Agent specifying the details in respect of the placing of each tranche of the Convertible Bonds, namely the principal amount, the number of Conversion Shares and the Conversion Price
“Placee(s)”	any person or entity to whom the Placing Agent or its agents shall procure or, as the case may be, shall have procured to subscribe for the Convertible Bonds
“Placing”	the issue to the respective Placee of the respective tranche of the Convertible Bonds and the placing by the Placing Agent of the Convertible Bonds on the terms and subject to the conditions set out in the Placing Agreement, the Instrument, the Placing Letter and Memorandum
“Placing Agent”	Caitong International Securities Company Limited, a corporation licensed under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) to carry out Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities
“Placing Agreement”	the placing agreement dated 30 March 2018 entered into between the Company and the Placing Agent in respect of Placing
“Placing Letter”	the letter of confirmation of the terms of placing of Convertible Bonds to a Placee
“Placing Period”	a period of nine (9) calendar months commencing from the date of the Placing Agreement
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company

“Shareholder(s)”	the holder(s) of Shares
“Specific Mandate”	the specific mandate to be sought from the Shareholders at the EGM to approve, <i>inter alia</i> , the allotment and issuance of the Conversion Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“%”	per cent.

By Order of the Board  
**ArtGo Holdings Limited**  
**Wu Jing**  
*Chairman and Executive Director*

Hong Kong, 30 March 2018

*As at the date of this announcement, the executive Directors are Mr. Gu Weiwen, Mr. Zhang Jian, Ms. Wu Jing and Dr. Leung Ka Kit; the non-executive Director is Mr. Gu Zengcai; and the independent non-executive Directors are Ms. Zhang Xiaohan, Ms. Lung Yuet Kwan and Mr. Hui Yat On.*

*\* For identification purpose only and should not be regarded as the official English translation of the Chinese names. In the event of any inconsistency, the Chinese name prevails.*

*If there is any inconsistency in this announcement between the Chinese and English versions, the English version shall prevail.*