

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.

This announcement appears for information only and does not constitute an invitation offer to acquire, purchase or subscribe for the securities of the Company.



SHENZHEN HIGH-TECH HOLDINGS LIMITED

深 圳 科 技 控 股 有 限 公 司

(Incorporated in Bermuda with limited liability)

(Stock Code: 106)

**MAJOR AND CONNECTED TRANSACTION
CONTINUING CONNECTED TRANSACTIONS
WHITEWASH WAIVER APPLICATION AND
RESUMPTION OF TRADING**

Major and Connected Transaction

The Board is pleased to announce that the Purchaser entered into the Agreement on 4 June 2009 and the Supplemental Agreement on 12 June 2009 with the Vendor and the Guarantor, pursuant to which the Purchaser has conditionally agreed to purchase and the Vendor has conditionally agreed to sell the Sale Shares and the Loan at an aggregate consideration of HK\$278,000,000 (subject to adjustment) which will be satisfied by (i) the issue and allotment of 650,000,000 Consideration Shares by the Company and (ii) cash payment.

The Consideration Shares represent approximately 53.43% of the entire issued share capital of the Company as at the date of this announcement, and approximately 34.83% of the entire issued share capital of the Company as enlarged by the issue of the Consideration Shares.

Since the consideration ratio represents more than 25% but less than 100% of the market capitalisation of the Company, the entering into of the Supplemented Agreement constitutes a major transaction for the Company under Rule 14.06(3) of the Listing Rules. The Vendor is ultimately wholly and beneficially owned by the Guarantor, an executive Director, the Chairman and substantial shareholder of the Company, who is thus a connected person of the Company under the Listing Rules. As such, the Acquisition constitutes a connected transaction for the Company and is subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules for the Company. The Supplemented Agreement and the transactions contemplated thereunder are therefore subject to the approval by the Independent Shareholders at the SGM.

Continuing Connected Transactions

Upon Completion, Yue Tin will enter into the Tenancy Agreements with the Vendor for the leasing of the Leased Properties for a period commencing from the Completion Date and expiring on 31 December 2011.

Upon Completion, the Tenancy Agreements will constitute continuing connected transactions of the Company under Rule 14A.14 of the Listing Rules and are therefore subject to the reporting, announcement and annual review requirements under Rules 14A.45 to 14A.47 and Rules 14A.37 to 14A.40 of the Listing Rules, but are exempted from independent Shareholders' approval requirement under Rule 14A.48 of the Listing Rules.

Takeovers Code Implications

As at the date of this announcement, the Vendor and parties acting in concert with it (i.e. the Guarantor and Thing On Group Limited) hold an aggregate of 356,589,589 Shares, representing approximately 29.31% of the entire existing issued share capital of the Company. Upon Completion and the issue of the Consideration Shares, the Vendor and parties acting in concert with it will hold an aggregate of 1,006,589,589 Shares, representing approximately 53.93% of the entire issued share capital of the Company as enlarged by the issue of the Consideration Shares. In the circumstances, an obligation on the part of the Vendor and the parties acting in concert with it to make a general offer for all the Shares not already owned or agreed to be acquired by the Vendor and parties acting in concert with it will arise under Rule 26 of the Takeovers Code as a result of the issue of the Consideration Shares to the Vendor. An application will be made by the Vendor to the Executive for the Whitewash Waiver. The Whitewash Waiver, if granted by the Executive, would be subject to, among other things, the prior approval by the Independent Shareholders at the SGM.

General

A circular containing details on (i) the Supplemented Agreement; (ii) the Tenancy Agreements; (iii) the respective letters of advice from the Independent Board Committee and the IFA; and (iv) a notice convening the SGM will be despatched to the Shareholders as soon as practicable.

Resumption of Trading

At the request of the Company, trading in the Shares was suspended with effect from 2:30 p.m. on 4 June 2009 pending the issue of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:30 a.m. on 17 June 2009.

THE ACQUISITION

The Supplemented Agreement

Date: 4 June 2009

Purchaser: Value Shine Limited, a direct wholly-owned subsidiary of the Company

Vendor: Junny Diamond Co., Limited

Guarantor: Mr. Wong Chung Tak

The Vendor is ultimately wholly and beneficially owned by the Guarantor, an executive Director, the Chairman and a substantial shareholder of the Company, who is thus a connected person of the Company under the Listing Rules.

Assets to be acquired

According to the Agreement, the Vendor has conditionally agreed to sell the Sale Shares and assign the Loan, and the Purchaser has conditionally agreed to purchase the Sale Shares and take up the Loan pursuant to the terms and conditions contained therein.

Yue Tin is principally engaged in investment in and holding of the Properties.

The original costs of the Properties to the Vendor were approximately HK\$147,296,217.

Yue Tin was incorporated by the Vendor and the Guarantor in 1990. The Vendor is the sole beneficial owner of Yue Tin. Yue Tin is legally and beneficially owned as to 50% (or one share) by the Vendor and the remaining 50% (or one share) in the share capital of Yue Tin is legally held by the Guarantor on trust for the Vendor.

The Directors confirm that there is no restriction on the subsequent sale of the entire issued share capital of Yue Tin.

Consideration

The Consideration is HK\$278,000,000 (comprising of HK\$134,758,704.48 as the consideration for the sale of the Sale Shares and HK\$143,241,295.52 as the consideration for the assignment of the Loan), subject to adjustment as detailed in the paragraph headed "Adjustment to the Consideration" below and shall be satisfied by:

- (i) the issue and allotment of the Consideration Shares by the Company to the Vendor at an agreed issue price of HK\$0.265 per Share with an aggregate value of HK\$172,250,000, which is calculated with reference to the recent trading prices of the Shares; and

(ii) cash payment in the sum of HK\$105,750,000 by the Purchaser to the Vendor,

on Completion.

The Consideration was arrived at after arm's length negotiations between the Vendor and the Purchaser with reference to (i) the unaudited net asset value of Yue Tin as at 30 April 2009; (ii) the director's assessment of the valuation of the Properties; and (iii) the principal amount of the Loan as at the date of the Agreement.

A property valuation report containing the valuation of the Properties will be included in the circular to be despatched to the Shareholders according to the requirements under the Listing Rules and the Takeovers Code.

The Consideration Shares represent approximately 53.43% of the existing entire issued share capital of the Company as at the date of this announcement, and approximately 34.83% of the entire issued share capital of the Company as enlarged by the issue of the Consideration Shares.

Adjustment to the Consideration

The Vendor shall procure that the Completion Accounts be drawn up and delivered to the Purchaser on the Completion Date. Completion shall take place on the basis of the Completion Accounts. If the Completion Accounts shall show that Yue Tin has any Liabilities (as amended by the Supplemental Agreement), the portion of the Consideration in the sum of HK\$105,750,000 payable by the Purchaser to the Vendor in cash shall be adjusted by deducting the amount of such Liabilities (as amended by the Supplemental Agreement), with no limit on the amount to be so adjusted. The portion of the Consideration to be satisfied by the issue of the Consideration Shares will not be subject to any adjustment. If the Completion Accounts shall show that Yue Tin has any net profits, no adjustment shall be made to the Consideration. The Purchaser and the Vendor do not foresee that the Liabilities will exceed HK\$105,750,000 given the nature of business of Yue Tin and that there is no bank loan secured by the Properties. The Vendor and the Guarantor have also undertaken in the Agreement that no mortgage or charge will be created against the Properties before Completion.

Pursuant to the Supplemental Agreement, the definition of Liabilities was amended to exclude the deferred tax provision in an amount not exceeding HK\$30,000,000 to be provided for in the Completion Accounts in light of the upward revaluation of the Properties and their accelerated tax depreciation so arising.

Issue price of the Consideration Shares

The issue price of HK\$0.265 per Consideration Share represents:

- (1) a discount of approximately 10.17% to the closing price of HK\$0.295 per Share as quoted on the Stock Exchange on 3 June 2009, being the last trading day prior to the signing of the Agreement;

- (2) a discount of approximately 7.34% to the average closing price of HK\$0.286 per Share as quoted on the Stock Exchange over the last 5 consecutive trading days up to and including 3 June 2009; and
- (3) a discount of approximately 1.85% to the average closing price of HK\$0.27 per Share as quoted on the Stock Exchange over the last 15 consecutive trading days up to and including 3 June 2009.

The issue price of the Consideration Shares was negotiated on an arm's length basis between the Company, the Purchaser and the Vendor with reference to the prevailing market prices of the Shares. The Directors (excluding Mr. Liu and the independent non-executive Directors who will be advised by the IFA) consider the terms of the Supplemented Agreement are fair and reasonable and in the interests of the Company and Independent Shareholders as a whole.

Application will be made by the Company to the Stock Exchange for the grant of the listing of, and permission to deal in, the Consideration Shares on the Stock Exchange. The Consideration Shares will rank pari passu in all respects among themselves and with all other Shares in issue on the date of such issue.

Conditions

Completion is conditional upon the fulfillment of the following conditions:

- (a) the representations, warranties and undertakings given by the Vendor and the Guarantor to the Purchaser in the Agreement (the "**Warranties**") remaining true and accurate and not misleading at Completion as if repeated at Completion and at all times between the date of the Agreement and Completion;
- (b) the Purchaser notifying the Vendor in writing that in reliance of the Warranties and upon inspection and investigation of the documents in respect of Yue Tin which may be required by the Purchaser after the signing of the Agreement and due diligence carried out by the Purchaser on the Properties and Yue Tin after the signing of the Agreement, it is fully satisfied:
 - (i) with the conditions of the Properties and Yue Tin (both financial and operational); and
 - (ii) that Yue Tin has good titles to the Properties without any encumbrances;
- (c) the passing by the Independent Shareholders at the SGM by way of poll ordinary resolutions to approve (i) the Supplemented Agreement and the transactions contemplated hereunder (including the allotment and issue of the Consideration Shares) and (ii) the Whitewash Waiver;
- (d) the Stock Exchange granting the listing of, and permission to deal in, the Consideration Shares;
- (e) the granting by the Executive to the Vendor of the Whitewash Waiver;

- (f) the obtaining of all other necessary consents and approvals in connection with the Supplemented Agreement, including but not limited to the consents, authorizations or approvals of the Stock Exchange, any regulatory or other governmental authorities as may be required under the Listing Rules or the applicable laws; and
- (g) the obtaining, at the costs of the Vendor, by the Purchaser of:
 - (i) a legal opinion, in form and substance satisfactory to the Purchaser in all respects, issued by a lawyer qualified to practice the laws of the PRC, regarding, inter alia, the PRC Property; and
 - (ii) a valuation report, in form and substance satisfactory to the Purchaser in all respects, issued by an independent valuer showing the aggregate current market value of the Properties to be not less than HK\$282,000,000.

The Purchaser may waive any of the conditions as set out in paragraphs (a), (b) and (g)(i) above and none of the conditions as set out in paragraphs (c) to (f) and (g)(ii) above can be waived. If any of the above conditions are not fulfilled or waived (as the case may be) by the Purchaser within 6 calendar months after the date of the Agreement (or such later date as the Vendor and the Purchaser may agree in writing), the Purchaser shall not be bound to proceed with the purchase of the Sale Shares and/or the assignment of the Loan and the Supplemented Agreement shall cease to have any effect.

Completion

Completion shall take place on the Completion Date.

After Completion, Yue Tin will become a wholly-owned subsidiary of the Company and its financial results will be consolidated in the Group's financial statements after Completion.

Effect on shareholding of the Company

As at the date of this announcement, none of the New Warrants has been exercised. Upon issuance of the Consideration Shares, the shareholdings of the Company will be as follows:

Name of Shareholders	Existing		Upon Completion assuming no New Warrants and share options are exercised		Upon Completion assuming that the New Warrants and share options are exercised in full (Note 1)	
	<i>No. of Shares held</i>	<i>%</i>	<i>No. of Shares held</i>	<i>%</i>	<i>No. of Shares held</i>	<i>%</i>
<i>The Vendor and parties acting in concert with it :</i>						
- Thing On Group Limited (Note 2)	356,589,589	29.31	356,589,589	19.10	356,589,589	16.65
- The Vendor (Note 2)	-	-	650,000,000	34.83	650,000,000	30.35
<i>Sub-total :</i>	356,589,589	29.31	1,006,589,589	53.93	1,006,589,589	47.00
<i>Directors :</i>						
Tse Kam Fai	-	-	-	-	7,100,000	0.33
Wong Ngo, Derick	-	-	-	-	6,900,000	0.32
Chong Kally	-	-	-	-	6,900,000	0.32
<i>Sub-total :</i>	-	-	-	-	20,900,000	0.97
<i>Public Shareholders :</i>						
Power Ace Limited (Note 3)	-	-	-	-	120,000,000	5.61
Willfame Group Limited (Note 3)	60,000,000	4.93	60,000,000	3.21	60,000,000	2.80
Time Favour Limited (Note 4)	-	-	-	-	120,000,000	5.61
Year Top Limited (Note 4)	30,524,000	2.51	30,524,000	1.64	30,524,000	1.43
Other public Shareholders	769,492,470	63.25	769,492,470	41.22	783,492,470	36.58
	<u>1,216,606,059</u>	<u>100.00</u>	<u>1,866,606,059</u>	<u>100.00</u>	<u>2,141,506,059</u>	<u>100.00</u>

Notes :

- (1) The assumption does not take into account any exercise of the share options by the Guarantor or his spouse, Ms. Ng Ka Fong Jenny. The Guarantor and Ms. Ng Ka Fong Jenny have undertaken that they will not exercise their respective options from the date of the Agreement up to and inclusive of the Completion Date.
- (2) The entire issued share capital of the Vendor is wholly and beneficially owned by Thing On Holdings International Limited, a company wholly and beneficially owned by Thing On Group Limited which is in turn wholly and beneficially owned by Mr. Wong Chung Tak, an executive Director and the Chairman of the Company.
- (3) Each of Power Ace Limited and Willfame Group Limited is wholly owned by Ms. Juvy Ngo Ting.

(4) Each of Time Favour Limited and Year Top Limited is wholly owned by Ms. Lucy Tin Chua.

Information of the Group

The Group is principally engaged in property investment and trading.

Information on the Vendor

The Vendor is an investment holding company. Other than Yue Tin, the Vendor also owns another subsidiary which is principally engaged in the business of money lending.

Reasons for the Acquisition

Yue Tin is the legal and beneficial owner of the Properties and:

- (a) the HK Commercial Properties will be used by the Group either for self-use or investment purposes. As at the date hereof, the Group is using one of the HK Commercial Properties, i.e. Room 2406, 24th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong as its office under a tenancy agreement dated 11 August 2008. Further, the Board considers that, given that the relevant HK Commercial Properties at World-Wide House are located at the prime office area in Hong Kong and all of the HK Commercial Properties have currently been leased out, the Acquisition is a good opportunity for the Group to acquire good quality commercial properties in order to strengthen its investment base and provide a steady income stream to the Group. None of the tenants of the Properties is a Shareholder;
- (b) the HK Residential Property will be leased to the Vendor upon Completion to provide a steady income stream to the Group; and
- (c) the PRC Residential Property will be used by the Group as the accommodation of the Directors and management staff when they travel to Beijing for business.

The Directors consider that the Acquisition will benefit the Group with the anticipated growth in the value of the Properties.

Taking into account the above factors, the Directors (excluding Mr. Liu and the independent non-executive Directors who will be advised by the IFA) consider that the Acquisition is in the interests of the Company and the terms of the Supplemented Agreement are on normal commercial terms and were arrived at after arm's length negotiations, which are fair and reasonable and are in the interests of the Shareholders as a whole.

CONTINUING CONNECTED TRANSACTIONS

Upon Completion, Yue Tin will enter into the Tenancy Agreements with the Vendor for the leasing of the Leased Properties for a period commencing from the Completion Date and expiring on 31 December 2011. Pursuant to the Tenancy Agreements, the respective rental for the Leased Properties for each of the three years ending 31 December 2011 are as follows:

	Rental for the year ending 31 December 2009	Rental for the year ending 31 December 2010	Rental for the year ending 31 December 2011
Leased Properties	<i>(Note)</i> <i>HK\$</i>	<i>HK\$</i>	<i>HK\$</i>
Room 2401, 24 th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong	1,332,978	3,199,145	3,199,145
Flat A, 23 rd Floor, Block 2, and Car Parking Space No.31 on 2 nd Basement, Ronsdale Garden, Hong Kong	133,585	320,604	320,604

Note: On the assumption that Completion will take place on or before 31 July 2009, and the rental for the year ending 31 December 2009 are calculated for the period from 1 August 2009 to 31 December 2009.

Upon Completion, the Tenancy Agreements will constitute continuing connected transactions of the Company.

Reasons for the Continuing Connected Transactions

As already mentioned above, the Group intends to use the HK Properties (which include the Leased Properties) for, inter alia, investment purpose. The entering into of the Tenancy Agreements will enable the Group to have a steady income stream from the tenants of the Leased Properties. The Tenancy Agreements will constitute continuing connected transactions of the Company.

The aggregate annual caps for the rentals of the Leased Properties for each of the three financial years ending 31 December 2009, 2010 and 2011 are HK\$1,466,563, HK\$3,519,749 and HK\$3,519,749 respectively. The aforesaid annual caps were arrived at with reference to the rentals payable by the Vendor under the Tenancy Agreements and the market rental of the Leased Properties.

The Board (including the independent non-executive Directors) considers that the Tenancy Agreements will be entered into on normal commercial terms which were negotiated at arm's length basis, in the ordinary and usual course of business of the Group, and are fair and reasonable and in the interest of the Group and the Shareholders as a whole. The Board (including the independent non-executive Directors) is also of the view that the proposed annual caps are fair and reasonable.

REGULATORY REQUIREMENTS

Takeovers Code

Application for Whitewash Waiver

As at the date of this announcement, the Vendor and the parties acting in concert with it (i.e. the Guarantor and Thing On Group Limited) hold an aggregate of 356,589,589 Shares, representing approximately 29.31% of the entire existing issued share capital of the Company. Upon Completion and the issue of the Consideration Shares, the Vendor and parties acting in concert with it will hold an aggregate of 1,006,589,589 Shares, representing approximately 53.93% of the entire issued share capital of the Company as enlarged by the issue of the Consideration Shares. In the circumstances, an obligation on the part of the Vendor and the parties acting in concert with it to make a general offer for all the Shares not already owned or agreed to be acquired by the Vendor and parties acting in concert with it will arise under Rule 26 of the Takeovers Code as a result of the issue of the Consideration Shares to the Vendor. An application will be made by the Vendor to the Executive for the Whitewash Waiver. The Whitewash Waiver, if granted by the Executive, would be subject to, among other things, the prior approval by the Independent Shareholders at the SGM.

As already mentioned above, Completion shall be subject to the conditions precedent that the Whitewash Waiver having been granted by the Executive and approved by the Independent Shareholders at the SGM. If the Whitewash Waiver is not granted by the Executive or not approved by the Independent Shareholders, the Purchaser shall not be bound to proceed with the purchase of the Sale Shares and/or the assignment of the Loan and the Supplemented Agreement shall cease to have any effect.

The Vendor and the parties acting in concert with it have not dealt in any relevant securities in the Company (as defined under Note 4 to Rule 22 of the Takeovers Code) in the six months prior to the date of this announcement.

Other arrangements

As at the date of this announcement,

- (i) there is no arrangement (whether by way of option, indemnity or otherwise) in relation to the Shares or the shares of the Vendor which might be material to the Whitewash Waiver;
- (ii) save for the Supplemented Agreement, there is no other agreement or arrangement to which the Vendor is a party which relates to the circumstances in which it may or may not invoke or seek to invoke as a precondition or a condition to the Acquisition or the Whitewash Waiver;
- (iii) there is no outstanding derivative in respect of relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) in the Company which has been entered into by the Vendor or any person acting in concert with it;

- (iv) other than share options to subscribe for an aggregate of 14,000,000 Shares, neither the Vendor nor any parties acting in concert with it holds any other convertible securities, derivatives, warrants or options of the Company; and
- (v) there is no relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) in the Company which the Vendor or any person acting in concert with it has borrowed or lent.

Listing Rules

Since the consideration test represents more than 25% but less than 100% of the market capitalisation of the Company, the entering into of the Supplemented Agreement constitutes a major transaction for the Company according to Rule 14.06(3) of the Listing Rules. Further, since the Vendor is ultimately wholly and beneficially owned by the Guarantor, an executive Director, the Chairman and a substantial shareholder of the Company, the Vendor is thus a connected person of the Company under the Listing Rules. As such, the entering into of the Supplemented Agreement also constitutes a connected transaction of the Company pursuant to Rule 14A.13(1)(a) of the Listing Rules. Accordingly, the Supplemented Agreement and the transactions contemplated thereunder are therefore subject to the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

Since the Vendor is ultimately wholly and beneficially owned by the Guarantor and is accordingly an associate of the Guarantor, the Vendor is a connected person of the Company under the Listing Rules and the Tenancy Agreements will constitute continuing connected transactions of the Company under Rules 14A.13(1)(a), 14A.14 and 14A.34 of the Listing Rules and are therefore subject to reporting, announcement and annual review requirements under Rules 14A.45 to 14A.47 and Rules 14A.37 to 14A.40 of the Listing Rules, but are exempted from independent Shareholders' approval requirement under Rule 14A.48 of the Listing Rules. Details of the Tenancy Agreements will be disclosed in the next published annual report and accounts of the Company.

Voting

By reason of the requirements of the Takeovers Code and the Listing Rules, the Vendor and parties acting in concert with it and their respective associates and those Shareholders who are involved in or interested in the Agreement and/or the Whitewash Waiver are required to abstain from voting at the SGM in respect of the resolutions to approve the Supplemented Agreement, the transactions contemplated thereunder and the Whitewash Waiver. Accordingly, Thing On Group Limited, the Shareholder holding 356,589,589 Shares, will abstain from voting at the SGM in respect of all such resolutions. The Vendor has confirmed with the Company that none of (i) Willfame Group Limited and Year Top Limited (the subscribers of the New Warrants); (ii) Power Ace Limited and Time Favour Limited (the holders of the New Warrants) and (iii) Ideal China International Limited, Growth Time Holdings Limited, Trade Magic Limited and Topfirm Limited (the holders of the unlisted warrants of the Company issued in October 2007 and cancelled in April 2009) is a party acting in concert with the Vendor or with the parties acting in concert with the Vendor.

Save for the aforesaid, to the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, no other Shareholder is required to abstain from voting in respect of the proposed ordinary resolution(s) to approve the Supplemented Agreement, the transactions contemplated thereunder and the Whitewash Waiver.

A circular containing details on (i) the Supplemented Agreement; (ii) the Tenancy Agreements; (iii) the respective letters of advice from the Independent Board Committee and the IFA; and (iv) a notice convening the SGM will be despatched to the Shareholders as soon as practicable.

The Independent Board Committee comprising Mr. Liu and all the independent non-executive Directors has been established to advise and give recommendation to the Independent Shareholders on the Supplemented Agreement, the transactions contemplated thereunder and the Whitewash Waiver. As Mr. Wong Ngo, Derick, a non-executive Director, is the son of the brother of the Guarantor, he has not been appointed as a member of the Independent Board Committee. The Company has appointed Cinda International Capital Limited as IFA to advise the Independent Board Committee and the Independent Shareholders thereon. The appointment of the IFA has been approved by the Independent Board Committee.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares was suspended with effect from 2:30 p.m. on 4 June 2009 pending the issue of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:30 a.m. on 17 June 2009.

DEFINITIONS

“Acquisition”	the proposed acquisition by the Purchaser of the Sale Shares and the Loan pursuant to the Supplemented Agreement;
“acting in concert”	has the meanings ascribed to it in the Takeovers Code;
“Agreement”	the sale and purchase agreement dated 4 June 2009 entered into between the Purchaser, the Vendor and the Guarantor in relation to the sale and purchase of the Sale Shares and the assignment of the Loan;
“associate(s)”	has the meaning ascribed to it in the Listing Rules;
“Board”	the board of Directors;
“Business Day”	a day (other than Saturday and Sunday) on which banks in Hong Kong are open for general banking transactions;

“Company”	Shenzhen High-Tech Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange, being the direct sole shareholder of the Purchaser;
“Completion”	completion of the sale and purchase of the Sale Shares and the assignment of the Loan;
“Completion Date”	on or before the third Business Day following the date on which the last of the conditions precedent has been fulfilled, or such later date as the Vendor and the Purchaser may agree in writing;
“Completion Accounts”	the draft unaudited accounts of Yue Tin comprising the balance sheet of Yue Tin as at the Completion Date and the income statement of Yue Tin for the period commencing from 1 April 2009 to the Completion Date;
“connected person(s)”	has the meaning ascribed to it in the Listing Rules;
“Consideration”	the consideration of HK\$278 million (subject to adjustment) for the Acquisition under the Supplemented Agreement;
“Consideration Shares”	a total of 650,000,000 Shares to be allotted and issued by the Company to the Vendor (or as it may direct) under the Agreement in partial settlement of the Consideration;
“Directors”	the directors of the Company;
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any of his delegates;
“Group”	the Company and its subsidiaries;
“Guarantor”	Mr. Wong Chung Tak, an executive Director, the Chairman and substantial Shareholder of the Company, who is also the ultimate sole beneficial owner of the Vendor;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“HK Commercial Properties”	collectively, the commercial properties owned by Yue Tin in Hong Kong located at (i) the whole of 24 th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong and (ii) Shops Nos. 4 and 5 on the Ground Floor, Flats 1, 2, 3, 4, 5, 6, 7 and 8 on the 1st Floor, Flat 3 and Flat 4 on the 2nd Floor of South Wall Mansion, Nos. 63, 63A, 65, 67, 69 and 71 South Wall Road, Kowloon;

“HK Properties”	collectively, the HK Commercial Properties and the HK Residential Property;
“HK Residential Property”	the residential property owned by Yue Tin in Hong Kong located at Flat A, 23rd Floor, Block 2, and Car Parking Space No.31 on 2 nd Basement, Ronsdale Garden, Hong Kong;
“IFA”	Cinda International Capital Limited, a corporation licensed to carry out types 1 and 6 regulated activities under the SFO, has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the Supplemented Agreement, the transactions contemplated thereunder and the Whitewash Waiver;
“Independent Board Committee”	a committee of the Board comprising Mr. Liu and all the independent non-executive Directors established for the purpose of advising and giving recommendation to the Independent Shareholders regarding the Supplemented Agreement, the transactions contemplated thereunder and the Whitewash Waiver;
“Independent Shareholders”	the Shareholders other than (i) the Vendor and parties acting in concert with it; and (ii) those who are involved in or interested in the Acquisition and/or the Whitewash Waiver;
“Independent Third Party(ies)”	party/parties who is/are independent of and not connected with the Company, its subsidiaries, their respective directors, chief executives or substantial shareholders or any of their respective associates;
“Leased Properties”	collectively, (i) the property located at Room 2401, 24 th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong and (ii) the HK Residential Property;
“Liabilities”	the total liabilities of Yue Tin other than the Loan, whether actual or contingent as at Completion, and for the avoidance of doubt, including all provisions for taxation and bad debts;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Loan”	the entire principal amount of the shareholder’s loan owing by Yue Tin to the Vendor together with all interest accrued thereon as set out in the Completion Accounts; the aggregate amount of such shareholder’s loan together with interest accrued thereon up to the date of the Agreement is HK\$143,241,295.52;
“Mr. Liu”	Mr. Liu Sing Piu, Chris, one of the non-executive Directors;

“New Warrants”	a total number of 240,000,000 units of unlisted warrants issued by the Company on 23 April 2009, each of which entitles the holder thereof to subscribe for one Share at HK\$0.20 (subject to adjustment) at any time during the period of 36 months commencing from 23 April 2009, subject to the terms and conditions set out in the warrant instrument dated 23 April 2009;
“PRC Property”	the property located at 中國北京東城區建國門內大街 18 號 (公寓) 1611 單元;
“Properties”	collectively, (i) the HK Properties and (ii) the PRC Property;
“Purchaser”	Value Shine Limited, a company incorporated in the British Virgin Islands with limited liability, being a direct wholly-owned subsidiary of the Company;
“Sale Shares”	2 ordinary shares of HK\$1.00 each in the share capital of Yue Tin, representing 100% of the entire issued share capital of Yue Tin;
“SFC”	The Securities and Futures Commission of Hong Kong;
“SGM”	the special general meeting of the Company to be convened to approve the Supplemented Agreement, and all transactions contemplated thereunder (including the issue and allotment of the Consideration Shares) and the Whitewash Waiver;
“Share(s)”	ordinary share(s) of HK\$0.20 each in the capital of the Company;
“Shareholder(s)”	holder(s) of the Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Supplemental Agreement”	the supplemental agreement dated 12 June 2009 entered into between the Purchaser, the Vendor and the Guarantor amending, among others, the definition of Liabilities;
“Supplemented Agreement”	the Agreement as supplemented by the Supplemental Agreement;
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers;

“Tenancy Agreements”	the tenancy agreements in relation to: <ol style="list-style-type: none"> 1. Room 2401, 24th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong proposed to be entered into between Yue Tin and the Vendor; and 2. the HK Residential Property proposed to be entered into between Yue Tin and the Vendor;
“Vendor”	Junny Diamond Co., Limited, a company incorporated in Hong Kong with limited liability and is ultimately wholly and beneficially owned by the Guarantor. It is the sole beneficial shareholder of Yue Tin;
“Whitewash Waiver”	a waiver from the Executive pursuant to Note 1 on Dispensations from Rule 26 of the Takeovers Code in respect of the obligation of the Vendor and any parties acting in concert with it to make a mandatory general offer for all the Shares not already owned by the Vendor and its parties acting in concert which might otherwise arise as a result of the issue of the Consideration Shares to the Vendor pursuant to the terms of the Agreement;
“Yue Tin”	Yue Tin Development Limited (愉田發展有限公司), a limited company incorporated under the laws of Hong Kong, the legal and beneficial owner of the Properties; and
“%”	per cent.

By order of the Board
Shenzhen High-Tech Holdings Limited
Chan Yuen Ying, Stella
Company Secretary

Hong Kong, 16 June 2009

As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Wong Chung Tak and Mr. Tse Kam Fai, two non-executive Directors, namely Mr. Wong Ngo, Derick and Mr. Liu Sing Piu, Chris, and three independent non-executive Directors, namely, Mr. Lee Kuo Ching, Stewart, Miss Chong Kally and Mr. Chung Koon Yan.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement, and confirm, having made all reasonable enquiries, 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 such statement contained in this announcement misleading.