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(Stock Code: 41)

## DISCLOSEABLE TRANSACTION

### ACQUISITION OF PROPERTIES IN TOKYO

On 31 July 2015, the Buyer, an indirect wholly-owned subsidiary of the Company, entered into the First Purchase and Sale Agreement with the First Seller, pursuant to which the Buyer conditionally agreed to purchase, and the First Seller conditionally agreed to sell, the First Property at a consideration of 16,216.8 million yen (equivalent to approximately HK\$1,005,441,600) in cash subject to the terms and conditions set out therein.

On 31 July 2015, the Buyer also entered into the Second Purchase and Sale Agreement with the Second Seller, pursuant to which the Buyer conditionally agreed to purchase, and the Second Seller conditionally agreed to sell, the Second Property at a consideration of 6,002.2 million yen (equivalent to approximately HK\$372,136,400) in cash subject to the terms and conditions set out therein.

As one of the applicable percentage ratios as defined under the Listing Rules in respect of the First Acquisition and the Second Acquisition in aggregate is more than 5% but less than 25%, the First Acquisition and the Second Acquisition together constitute a discloseable transaction of the Company and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

**Completion of the First Acquisition will be conditional upon the simultaneous completion of the Second Acquisition which are also conditional upon, among other things, the satisfaction or waiver of a number of conditions under the First Purchase and Sale Agreement and the Second Purchase and Sale Agreement (as the case may be). Therefore, the First Acquisition and the Second Acquisition may or may not materialise. Shareholders and potential investors are reminded to exercise caution when dealing in the shares of the Company.**

## **THE FIRST ACQUISITION**

On 31 July 2015, the Buyer, an indirect wholly-owned subsidiary of the Company, entered into the First Purchase and Sale Agreement with the First Seller, pursuant to which the Buyer conditionally agreed to purchase, and the First Seller conditionally agreed to sell, the First Property at a consideration of 16,216.8 million yen (equivalent to approximately HK\$1,005,441,600) in cash subject to the terms and conditions set out therein. The major terms of the First Purchase and Sale Agreement are summarised as follows:

### **THE FIRST PURCHASE AND SALE AGREEMENT**

#### **Date**

31 July 2015

#### **Parties**

- (1) the Buyer
- (2) the First Seller

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the First Seller and its ultimate beneficial owner are third parties independent of the Company and connected persons of the Company.

#### **Subject matter**

The First Property, comprising the First Land, the First Building and the First Appurtenant Rights.

#### **Consideration**

The consideration for the sale and purchase of the First Property is 16,216,800,000 yen (equivalent to approximately HK\$1,005,441,600), which is payable in cash by the Buyer to the First Seller in the following manner:

- (a) a deposit of 1,621,680,000 yen (equivalent to approximately HK\$100,544,160) shall be paid no later than 7 August 2015 (or any other date as agreed in writing between the Buyer and the First Seller); and
- (b) the balance of the consideration in the sum of 14,595,120,000 yen (equivalent to approximately HK\$904,897,440) shall be paid at the First Completion.

The consideration for the First Acquisition was arrived at after arm's length negotiation between the Buyer and the First Seller with reference to the prevailing market values of comparable properties in the nearby area of the First Property and will be funded by external borrowing and/or by internal resources.

## Conditions

The First Completion is conditional upon the satisfaction or waiver of the following conditions:

- (a) the documents required for the transfer of the First Property to the Buyer, the documents relating to the First Property (including tax payment documents, plans, drawings, permits, boundary confirmation documents, lease agreements (if any) and lease cancellation agreements, registration documents and survey drawings), keys of the First Property, a certified copy of the commercial registry of the First Seller and a seal registration certificate of the First Seller, a certified copy of the property registration, and any other documents reasonably requested by the Buyer that are in the possession of the First Seller, having been delivered by the First Seller;
- (b) all the representations and warranties made by the First Seller under the First Purchase and Sale Agreement being true and accurate as at the date of the First Purchase and Sale Agreement and the First Completion;
- (c) the First Seller having duly performed all of its obligations prior to the First Completion under the First Purchase and Sale Agreement;
- (d) there will be no encumbrance on the First Property immediately prior to the First Completion;
- (e) there are no grounds preventing or impeding the construction of a general hotel building on the First Land;
- (f) the Second Purchase and Sale Agreement remaining in full force and effect, and the Second Acquisition is to be completed on the date of the First Completion;
- (g) the letter of intent dated 12 March 2015 made between the First Seller and a third party in respect of the purchase and sale of the First Property having been cancelled;
- (h) the existing lessees in the First Building having been vacated, and the First Seller having acquired the ownership of the First Property including the remaining minority units in the First Building;
- (i) a certified copy of the commercial registry of the Buyer and a seal registration certificate of the Buyer having been delivered by the Buyer to the First Seller;
- (j) all the representations and warranties made by the Buyer under the First Purchase and Sale Agreement being true and accurate as at the date of the First Purchase and Sale Agreement and the First Completion; and
- (k) the Buyer having duly performed all of its obligations prior to the First Completion under the First Purchase and Sale Agreement.

The Buyer may from time to time waive all or any of the conditions set out in paragraphs (a) to (h) above at its own discretion while the First Seller may from time to time waive all or any of the conditions set out in paragraphs (i) to (k) above at its own discretion.

## **Completion**

The First Completion will take place on 22 December 2015 (or any other date as agreed between the Buyer and the First Seller in writing), provided that: (i) if the date of the Second Completion is changed, the date of the First Completion shall be changed accordingly, and (ii) the First Seller may set a day which is prior to 22 December 2015 as the date of the First Completion by giving a written notice to the Buyer by no less than 14 business days prior to the proposed completion date provided that such written notice may only be served on any bank business day in Japan prior to 22 December 2015 and the proposed completion date must be the same as the date of the Second Completion.

## **Termination**

In the event the First Seller or the Buyer violates the provisions of the First Purchase and Sale Agreement and the First Purchase and Sale Agreement is terminated as a result, the non-defaulting party may claim compensation from the defaulting party subject to cap of 20% on the consideration. In addition, where the First Purchase and Sale Agreement is terminated:

- (a) due to the default of the First Seller, in addition to the aforesaid penalty, the First Seller shall also promptly refund all the funds received from the Buyer under the First Purchase and Sale Agreement (including the deposit) with no interest;
- (b) due to the default of the Buyer, (i) where the aforesaid penalty exceeds the amount of the funds paid by the Buyer to the First Seller under the First Sale and Purchase Agreement, the Buyer shall promptly pay the difference to the First Seller, and (ii) where the aforesaid penalty is less than the amount of the funds paid by the Buyer to the First Seller under the First Sale and Purchase Agreement, the First Seller shall promptly refund the remaining amount to the Buyer after deducting the amount of the aforesaid penalty; and
- (c) if the Buyer has already received registration of transfer of ownership of the First Property, the Buyer shall proceed with the cancellation of the registration procedures and restore the ownership of the First Property to the First Seller in exchange of the aforesaid penalty. The expenses relating to such restoration shall be borne by the defaulting party.

## **THE SECOND ACQUISITION**

On 31 July 2015, the Buyer entered into the Second Purchase and Sale Agreement with the Second Seller, pursuant to which the Buyer conditionally agreed to purchase, and the Second Seller conditionally agreed to sell, the Second Property at a consideration of 6,002.2 million yen (equivalent to approximately HK\$372,136,400) in cash subject to the terms and conditions set out therein. The major terms of the Second Purchase and Sale Agreement are summarised as follows:

## **THE SECOND PURCHASE AND SALE AGREEMENT**

### **Date**

31 July 2015

### **Parties**

- (1) the Buyer
- (2) the Second Seller

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Second Seller and its ultimate beneficial owner are third parties independent of the Company and connected persons of the Company.

### **Subject matter**

The Second Property, comprising the Second Land, the Second Building and the Second Appurtenant Rights.

### **Consideration**

The consideration for the sale and purchase of the Second Property is 6,002,200,000 yen (equivalent to approximately HK\$372,136,400), which is payable in cash by the Buyer to the Second Seller in the following manner:

- (a) a deposit of 600,220,000 yen (equivalent to approximately HK\$37,213,640) shall be paid no later than 7 August 2015 (or any other date as agreed in writing between the Buyer and the Second Seller); and
- (b) the balance of the consideration in the sum of 5,401,980,000 yen (equivalent to approximately HK\$334,922,760) shall be paid at the Second Completion.

The consideration for the Second Acquisition was arrived at after arm's length negotiation between the Buyer and the Second Seller with reference to the prevailing market values of comparable properties in the nearby area of the Second Property and will be funded by external borrowing and/or by internal resources.

### **Conditions**

The Second Completion is conditional upon the satisfaction or waiver of the following conditions:

- (a) the documents required for the transfer of the Second Property to the Buyer, the documents relating to the Second Property (including tax payment documents, plans, drawings, permits, boundary confirmation documents, lease agreements (if any) and lease cancellation agreements, registration documents and survey drawings), keys of the Second Property, a certified copy of the commercial registry of the Second Seller and a seal registration certificate of the Second Seller, a certified copy of the property registration, and any other documents reasonably requested by the Buyer that are in the possession of the Second Seller having been delivered by the Second Seller;

- (b) all the representations and warranties made by the Second Seller under the Second Purchase and Sale Agreement being true and accurate as at the date of the Second Purchase and Sale Agreement and the Second Completion;
- (c) the Second Seller having duly performed all of its obligations prior to completion under the Second Purchase and Sale Agreement;
- (d) there will be no encumbrance on the Second Property immediately prior to the Second Completion;
- (e) there are no grounds preventing or impeding the construction of a general hotel building on the Second Land;
- (f) the First Purchase and Sale Agreement remaining in full force and effect, and the First Acquisition is to be completed on the date of the Second Completion;
- (g) the real estate purchase and sale agreement dated 9 March 2015 made between the Second Seller and a third party in respect of the purchase and sale of the Second Property having been cancelled;
- (h) the existing lessees in the Second Building having been vacated, and the Second Seller having acquired the ownership of the Second Property;
- (i) a certified copy of the commercial registry of the Buyer and a seal registration certificate of the Buyer having been delivered by the Buyer to the Second Seller;
- (j) all the representations and warranties made by the Buyer under the Second Purchase and Sale Agreement being true and accurate as at the date of the Second Purchase and Sale Agreement and the Second Completion; and
- (k) the Buyer having duly performed all of its obligations prior to completion under the Second Purchase and Sale Agreement.

The Buyer may from time to time waive all or any of the conditions set out in paragraphs (a) to (h) above at its own discretion while the Second Seller may from time to time waive all or any of the conditions set out in paragraphs (i) to (k) above at its own discretion.

### **Completion**

The Second Completion will take place on 22 December 2015 (or any other date as agreed between the Buyer and the Second Seller in writing), provided that: (i) if the date of the First Completion is changed, the date of the Second Completion shall be changed accordingly, and (ii) the Second Seller may set a day which is prior to 22 December 2015 as the date of the Second Completion by giving a written notice to the Buyer by no less than 14 business days prior to the proposed completion date, provided that such written notice may only be served on any bank business day in Japan prior to 22 December 2015 and the proposed completion date must be the same as the date of the First Completion.

## **Termination**

In the event the Second Seller or the Buyer violates the provisions of the Second Purchase and Sale Agreement and the Second Purchase and Sale Agreement is terminated as a result, the non-defaulting party may claim compensation from the defaulting party subject to a cap of 20% on the consideration. In addition, where the Second Purchase and Sale Agreement is terminated:

- (a) due to the default of the Second Seller, in addition to the aforesaid penalty, the Second Seller shall also promptly refund all the funds received from the Buyer under the Second Purchase and Sale Agreement (including the deposit) with no interest;
- (b) due to the default of the Buyer, (i) where the aforesaid penalty exceeds the amount of the funds paid by the Buyer to the Second Seller under the Second Sale and Purchase Agreement, the Buyer shall promptly pay the difference to the Second Seller, and (ii) where the aforesaid penalty is less than the amount of the funds paid by the Buyer to the Second Seller under the Second Sale and Purchase Agreement, the Second Seller shall promptly refund the remaining amount to the Buyer after deducting the amount of the aforesaid penalty; and
- (c) if the Buyer has already received registration of transfer of ownership of the Second Property, the Buyer shall proceed with the cancellation of the registration procedures and restore the ownership of the Second Property to the Second Seller in exchange of the aforesaid penalty. The expenses relating to such restoration shall be borne by the defaulting party.

## **FURTHER INFORMATION RELATING TO THE FIRST PROPERTY AND THE SECOND PROPERTY**

The First Property and the Second Property are both located at 4 Roppongi, Minato-ku, Tokyo, Japan and are adjacent to each other. The total areas of First Property and the Second Property are 2,978.31 m<sup>2</sup> and 1,017.54 m<sup>2</sup> respectively. Currently, the First Building and the Second Building are erected on the First Land and the Second Land respectively, and during the past two years, the First Seller and the Second Seller have been engaging in acquiring various units in the First Property and the Second Property to consolidate the ownership and in vacating the First Property and the Second Property respectively for resale purposes. As at the date of this announcement, almost all of the units in the First Property and the Second Property are in vacant possession, and it is expected that the remaining units will be vacated shortly. After completion of the First Acquisition and the Second Acquisition, the Company intends to demolish the First Building and the Second Building, and construct a new hotel of “Langham Place” brand or other “Langham” brand on the First Land and the Second Land.

## **REASONS FOR AND BENEFITS OF THE FIRST ACQUISITION AND THE SECOND ACQUISITION**

The First Property and the Second Property are located in the heart of Tokyo, Minato, Japan at Roppongi, which is one of the most popular tourism and leisure districts, anchored by the rich Roppongi Hills development. It is in the neighborhood of embassies with a large expatriate community; and has developed a reputation as a cultural center, being home to several new art museums. Tokyo is one of the world’s top tourist destinations and many of the Group’s international luxury hotel competitors already have presences in the city. The expansion of the “Langham” brand to this major international gateway city will strengthen the Group’s brand and raise its prestige as a global luxury hotel company. As this hotel development project is situated

in close proximity to other commercial and landmark buildings including the Roppongi Hills complex, the Company expects the new hotel to benefit from demand from both corporate and leisure travellers.

The First Acquisition and the Second Acquisition offer the Company the opportunity to invest in the Tokyo hotel market. The addition of this prime property will help to build market share for the Group's hotel portfolio in Japan.

The Directors believe that the terms of the First Purchase and Sale Agreement and the Second Purchase and Sale Agreement and the transactions contemplated thereunder are fair and reasonable and on normal commercial terms and in the interests of Company and its Shareholders as a whole.

## **GENERAL INFORMATION**

The principal activities of the Group include property development and investment, hotel and restaurant operations, manager of real estate investment trust, trading of building materials, share investment, provision of management and maintenance services, property management and asset management. Its investment in office properties extends to the United States of America, and its hotel portfolio covers Asia, Australia, Europe, New Zealand and North America. The Buyer is an investment holding company and an indirect wholly-owned subsidiary of the Company.

The principal activity of the First Seller is the sale of houses and income apartments and the sale and purchase of real property for business purposes, and the Second Seller is principally engaged in real estate revitalization business.

## **LISTING RULES IMPLICATIONS**

As one of the applicable percentage ratios as defined under the Listing Rules in respect of the First Acquisition and the Second Acquisition in aggregate is more than 5% but less than 25%, the First Acquisition and the Second Acquisition together constitute a discloseable transaction of the Company and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

**Completion of the First Acquisition will be conditional upon the simultaneous completion of the Second Acquisition which are also conditional upon, among other things, the satisfaction or waiver of a number of conditions under the First Purchase and Sale Agreement and the Second Purchase and Sale Agreement (as the case may be). Therefore, the First Acquisition and the Second Acquisition may or may not materialise. Shareholders and potential investors are reminded to exercise caution when dealing in the shares of the Company.**

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms have the following meanings:

<b>“Buyer”</b>	Great Eagle Tokyo TMK, a Japanese <i>tokutei mokuteki kaisha</i> incorporated in Japan and an indirect wholly-owned subsidiary of the Company as at the date of this announcement
<b>“Company”</b>	Great Eagle Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange (Stock Code: 41)
<b>“Directors”</b>	the director(s) of the Company
<b>“First Acquisition”</b>	the sale and purchase of the First Property pursuant to the terms of the First Purchase and Sale Agreement
<b>“First Appurtenant Rights”</b>	all of the incidental rights, facilities and structures pertaining to the First Land
<b>“First Building”</b>	the buildings currently erected on the First Land, comprising 2 buildings of office, retail and residence
<b>“First Completion”</b>	completion of the First Acquisition in accordance with the terms of the First Purchase and Sale Agreement
<b>“First Land”</b>	the land located at lot no. 123-1, 123-23 to 123-25, 129-2, 129-8, 130-1, 135-2, 135-3, 135-8, 128-11, 129-4 and 123-22, 4 Roppongi, Minato-ku, Tokyo, Japan
<b>“First Property”</b>	collectively, the First Land, the First Building and the First Appurtenant Rights
<b>“First Purchase and Sale Agreement”</b>	the agreement for the sale and purchase of the First Property entered into by the Buyer and the First Seller dated 31 July 2015 relating to the First Acquisition
<b>“First Seller”</b>	Miya Industry Co., Ltd., a company incorporated in Japan
<b>“Group”</b>	the Company and its subsidiaries
<b>“HK\$”</b>	Hong Kong dollar, the lawful currency of Hong Kong
<b>“Hong Kong”</b>	Hong Kong Special Administrative Region of the People’s Republic of China
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange

“ <b>Second Acquisition</b> ”	the sale and purchase of the Second Property pursuant to the terms of the Second Purchase and Sale Agreement
“ <b>Second Appurtenant Rights</b> ”	all of the incidental rights, facilities and structures pertaining to the Second Land
“ <b>Second Building</b> ”	the buildings currently erected on the Second Land, comprising three buildings of retail, office and residence
“ <b>Second Completion</b> ”	completion of the Second Acquisition in accordance with the terms of the Second Purchase and Sale Agreement
“ <b>Second Land</b> ”	the land located at lot no. 123-21, 4 Roppongi, Minato-ku, Tokyo, Japan
“ <b>Second Property</b> ”	collectively, the Second Land and the Second Building and the Second Appurtenant Rights
“ <b>Second Purchase and Sale Agreement</b> ”	the agreement for the sale and purchase of the Second Property entered into by the Buyer and the Second Seller dated 31 July 2015 relating to the Second Acquisition
“ <b>Second Seller</b> ”	ARDEPRO Co., Ltd., a company incorporated in Japan
“ <b>Shareholder(s)</b> ”	shareholder(s) of the Company
“ <b>Stock Exchange</b> ”	The Stock Exchange of Hong Kong Limited
“ <b>yen</b> ”	Japanese yen, the lawful currency of Japan
“ <b>%</b> ”	per cent.
“ <b>m<sup>2</sup></b> ”	square metre

*For the purpose of this announcement and for illustrative purpose only, yen is converted into HK\$ at the rate of yen 1,000: HK\$62. No representation is made that any amounts in yen has been or could be converted at the above rates or at any other rates.*

By Order of the Board  
**Great Eagle Holdings Limited**  
**LO KA SHUI**  
*Chairman and Managing Director*

Hong Kong, 31 July 2015

*As at the date of this announcement, the Board comprises Dr. LO Ka Shui (Chairman and Managing Director), Mr. LO Kai Shui (Deputy Managing Director), Mr. LO Hong Sui, Antony, Madam LAW Wai Duen and Mr. KAN Tak Kwong (General Manager) being the Executive Directors; Madam LO TO Lee Kwan, Mr. LO Hong Sui, Vincent and Dr. LO Ying Sui being the Non-executive Directors; and Mr. CHENG Hoi Chuen, Vincent, Professor WONG Yue Chim, Richard, Mrs. LEE Pui Ling, Angelina and Mr. ZHU Qi being the Independent Non-executive Directors.*