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**AID Partners Capital Holdings Limited**  
**(滙友資本控股有限公司)\***

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

**(Stock Code: 8088)**

**MEMORANDUM OF UNDERSTANDING  
IN RELATION TO SECOND PROPOSED ACQUISITION  
AND  
RESUMPTION OF TRADING**

This announcement is made pursuant to Rule 17.10 of the Rules Governing the Listing of Securities on the Growth Enterprise Market (“**GEM**”) of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**GEM Listing Rules**”) and Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Reference is made to the announcement of AID Partners Capital Holdings Limited (the “**Company**”) dated 24 April 2015 regarding the memorandum of understanding in relation to two possible acquisitions (the “**Announcement**”). Capitalised terms used herein shall have the same meaning as those defined in the Announcement unless otherwise defined.

The Board is pleased to announce that, on 8 June 2015 (after trading hours), the Purchaser has entered into a revised memorandum of understanding (the “**Revised MOU**”) with the Second Vendor for the purpose of setting forth and revising the principal terms of the possible acquisition of the Second Target Businesses (the “**Second Proposed Acquisition**”). The Second Proposed Acquisition shall proceed in such manner and on terms and conditions to be further negotiated between the respective parties thereto.

As at the date of this announcement, the Second Vendor Group operates a retail store under the brand name “**HMV**” in Singapore selling music, movie and television series related contents and products. The Second Vendor is wholly-owned by HMV Asia Limited. Mr. Wu is deemed to be interested in 62.50% of the issued share capital of HMV Asia Limited due to family holdings and is a director of HMV Asia Limited. Mr. Wu is the chief executive officer of the Company and executive Director.

\* For identification purposes only

The Revised MOU is non-legally binding save for certain terms relating to payment and refund of Second Earnest Money (as defined below), Exclusivity Period (as defined below), confidentiality, expenses and general provision relating to the governing law, which is the laws of the Hong Kong.

Principal terms of the Revised MOU include:

### **Second Earnest Money**

The Purchaser agrees to pay to the Second Vendor (or its nominee) and the Second Vendor agrees to receive earnest money in the amount of HK\$2,000,000 (the “**Second Earnest Money**”) within 10 days from the date of the Revised MOU. The Second Earnest Money shall be immediately and fully refunded and returned by the Second Vendor (or its nominee) to the Purchaser if:

- (a) the Sale and Purchase Agreement for the Second Proposed Acquisition is not entered into prior to the expiration of the Exclusivity Period; or
- (b) the Sale and Purchase Agreement for the Second Proposed Acquisition terminates in accordance with its terms.

Provided that in the event that the Sale and Purchase Agreement for the Second Proposed Acquisition is entered into, the Second Earnest Money shall be applied towards part payment of any such initial or first payment payable thereunder.

### **Exclusivity**

The Second Vendor agrees with the Purchaser that within a period of 12 months from the date of signing the Revised MOU (the “**Exclusivity Period**”), the Second Vendor shall not, initiate, assist, solicit, negotiate, encourage or accept any offer or inquiry from any person to purchase any interest in the Second Target Businesses or its underlying assets. The Purchaser and the Second Vendor may mutually agree in writing to terminate or extend the Exclusivity Period.

### **Definitive Sale and Purchase Agreement**

The Second Vendor’s and the Purchaser’s respective obligation to close the Second Proposed Acquisition are subject to, among others, the negotiation and execution of the definitive Sale and Purchase Agreement for the Second Proposed Acquisition on or before the end of the Exclusivity Period, which shall contain customary terms and conditions for similar transactions.

### **Others**

The Revised MOU sets forth the entire understanding between the parties or any of them in relation to the Second Proposed Acquisition and the other transactions contemplated by the Revised MOU and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings between the parties with respect to the subject matter, whether such be written or oral.

## General

**The Board wishes to emphasise that no binding agreement in relation to the Second Proposed Acquisition has been entered into as at the date of this announcement. The Second Proposed Acquisition is subject to the entering into of the respective definitive agreements and therefore may or may not materialise. The shareholders and potential investors of the Company are advised to exercise caution in the dealing in the shares and other securities of the Company.**

Further announcement(s) will be made by the Company as and when appropriate.

## RESUMPTION OF TRADING

At the request of the Company, trading in the shares of the Company on the Stock Exchange has been halted with effect from 9:00 a.m. on Tuesday, 9 June 2015, pending the release of this announcement. The Company has applied to the Stock Exchange for the resumption of trading of the shares of the Company on the Stock Exchange with effect from 9:00 a.m. on Thursday, 11 June 2015.

By order of the Board  
**AID Partners Capital Holdings Limited**  
**Wu King Shiu, Kelvin**  
*Executive Director*

Hong Kong, 10 June 2015

*As at the date of this announcement, the Directors are:*

*Executive Directors:* *Chang Tat Joel, Ho Gilbert Chi Hang, Huang Kenian, Wang Dayong and Wu King Shiu, Kelvin*

*Non-Executive Director:* *Stephen Shiu Junior*

*Independent Non-Executive Directors:* *Shi Jinsheng, Sin Hendrick and Yuen Kwok On*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particular given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief (i) the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive; and (ii) there are no other matters the omission of which would make any statement in this announcement misleading.*

*This announcement will remain on the GEM website at [www.hkgem.com](http://www.hkgem.com) on the “Latest Company Announcements” page for at least 7 days from the date of its posting and on the website of the Company at [www.aid8088.com](http://www.aid8088.com).*