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Asia Resources Holdings Limited

亞洲資源控股有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 899)

SUPPLEMENTAL AGREEMENT TO THE AGREEMENTS IN RELATION TO THE ACQUISITIONS OF PROPERTY

Reference is made to (i) the announcement of Asia Resources Holdings Limited (the “**Company**”) dated 24 June 2014 regarding the disclosable transaction in relation to the acquisition of certain properties (the “**First Property**”) located in Jinma Creative Industry Park (formerly known as “Kingma Information Logistic Park”) (“**Jinma Creative Industry Park**”), a storage, research and development and commercial development situated at depot No. 2, 3rd Road and Shenyang Road Intersect, Inner Logistic Park, Yantian Bonded Area, Yantian District, Shenzhen City, the PRC, by 晟奕信息諮詢(深圳)有限公司 (transliterated as Shengyi Information Consulting (Shenzhen) Co., Ltd.#) (the “**Purchaser**”), an indirect wholly-owned subsidiary of the Company, from 綜合信興鹽保物流(深圳)有限公司 (transliterated as ISH Yanbao Logistics (Shenzhen) Co. Ltd.#) (the “**Vendor**”) pursuant to the terms and conditions of the acquisition agreement (the “**2014 Acquisition Agreement**”) dated 24 June 2014 and entered into between the Purchaser and the Vendor; (ii) the announcement of the Company dated 15 April 2015 in relation to the supplemental agreement to the 2014 Acquisition Agreement (the “**First Supplemental Agreement to the 2014 Acquisition Agreement**”) to amend and supplement certain terms and conditions of the 2014 Acquisition Agreement; (iii) the announcement of the Company dated 15 May 2015 regarding the discloseable transaction in relation to the acquisition of certain properties (the “**Second Property**”) located in Jinma Creative Industry Park by the Purchaser from the Vendor pursuant to the terms and conditions of the acquisition agreement (the “**May 2015 Acquisition Agreement**”) dated 15 May 2015 and entered into between the Purchaser and the Vendor; (iv) the announcement (the “**Announcement**”) of the Company dated 10 November 2015 regarding the discloseable transaction in relation to the acquisition of certain properties (the “**Third Property**”, together with the First Property and the Second Property, the “**Properties**”) located in Jinma Creative Industry Park by the

* For identification purposes only

Purchaser from the Vendor pursuant to the terms and conditions of the acquisition agreement (the “**November 2015 Acquisition Agreement**”) dated 10 November 2015 and entered into between the Purchaser and the Vendor; and (v) the announcement of the Company dated 12 July 2016 in relation to the second supplemental agreement to the 2014 Acquisition Agreement (the “**Second Supplemental Agreement to the 2014 Acquisition Agreement**”) to amend and supplement certain terms and conditions of the 2014 Acquisition Agreement and the supplemental agreement to the May 2015 Acquisition Agreement (the “**Supplemental Agreement to the May 2015 Acquisition Agreement**”) to amend and supplement certain terms and conditions of the May 2015 Acquisition Agreement. Unless otherwise defined, capitalised terms used in herein shall have the same meanings as those defined in the Announcement.

SUPPLEMENTAL AGREEMENT

Background

As disclosed in the announcement of the Company dated 12 July 2016, the delivery of the physical possession of the First Property and the Second Property had been completed but the Vendor was still in the course of registering the title of the First Property and the Second Property under the name of the Purchaser.

Pursuant to the terms and conditions of the 2014 Acquisition Agreement (as amended and supplemented by the First Supplemental Agreement to the 2014 Acquisition Agreement and the Second Supplemental Agreement to the 2014 Acquisition Agreement), the Vendor shall register the title of the First Property under the name of the Purchaser on or before 31 March 2017 (or such other date as may be agreed by the Purchaser and the Vendor).

Pursuant to the terms and conditions of the May 2015 Acquisition Agreement (as amended and supplemented by the Supplemental Agreement to the May 2015 Acquisition Agreement), the Vendor shall register the title of the Second Property under the name of the Purchaser on or before 31 March 2017 (or such other date as may be agreed by the Purchaser and the Vendor).

Pursuant to the terms and conditions of the November 2015 Acquisition Agreement, the Vendor shall deliver the physical possession of the Third Property on or before 30 September 2016 (or such other date as may be agreed by the Purchaser and the Vendor) and register the title of the Third Property under the name of the Purchaser on or before 30 June 2017 (or such other date as may be agreed by the Purchaser and the Vendor).

As at the date of this announcement, delivery of the physical possession of the Third Property has been completed. As at the date of this announcement, the Vendor is still in the course of registering the title of the Properties under the name of the Purchaser.

Supplemental Agreement to the 2014 Acquisition Agreement, the May 2015 Acquisition Agreement and the November 2015 Acquisition Agreement

On 17 May 2017 (after trading hours of the Stock Exchange), the Purchaser and the Vendor entered into the supplemental agreement (the “**Supplemental Agreement to the 2014 Acquisition Agreement, the May 2015 Acquisition Agreement and the November 2015 Acquisition Agreement**”) to the 2014 Acquisition Agreement, the May 2015 Acquisition Agreement and the November 2015 Acquisition Agreement, pursuant to which:-

- (i) the Vendor shall register the title of the First Property and the Second Property under the name of the Purchaser on or before 31 March 2018 (or such other date as may be agreed by the Purchaser and the Vendor);
- (ii) the Vendor shall register the title of the Third Property under the name of the Purchaser on or before 30 June 2018 (or such other date as may be agreed by the Purchaser and the Vendor);
- (iii) if the delay in the registration of title of the First Property, the Second Property and/or the Third Property (as the case may be) is not more than ninety (90) days, a default payment at a rate of 0.03% per day charged on the consideration for the acquisition of the First Property, the Second Property and/or the Third Property (as the case may be) actually paid by the Purchaser shall be payable by the Vendor to the Purchaser from the day after the deadline to complete the registration until the date on which the registration is completed; and
- (iv) if the delay in the registration of title of the First Property, the Second Property and/or the Third Property (as the case may be) is more than ninety (90) days, or if, by reasons of the Vendor’s fault, the Purchaser could not obtain or lose the title of the First Property, the Second Property and/or the Third Property (as the case may be) or its rights on the First Property, the Second Property and/or the Third Property (as the case may be) would be subject to encumbrance, the Purchaser shall have right to serve a written notice to terminate the 2014 Acquisition Agreement, the May 2015 Acquisition Agreement and/or the November 2015 Acquisition Agreement (as the case may be) and the Vendor shall refund the consideration for the acquisition of the First Property, the Second Property and/or the Third Property (as the case may be) actually paid by the Purchaser within thirty (30) days from the date of such written notice. If the Vendor fails to refund such amount (or any part thereof) by the aforementioned deadline, a default payment at a rate of 0.03% per day charged on the amount not yet refunded shall be payable by the Vendor to the Purchaser from the day after such deadline until the date on which the Vendor fully refund the said amount.

Save for the amendments contained in the Supplemental Agreement to the 2014 Acquisition Agreement, the May 2015 Acquisition Agreement and the November 2015 Acquisition Agreement as stated above, all other terms and conditions of the 2014 Acquisition Agreement (as amended and supplemented by the First Supplemental Agreement to the 2014 Acquisition Agreement and the Second Supplemental Agreement to the 2014 Acquisition Agreement), the May 2015 Acquisition Agreement (as amended and supplemented by the Supplemental Agreement to the May 2015 Acquisition Agreement) and the November 2015 Acquisition Agreement shall remain in full force and effect.

By order of the Board
Asia Resources Holdings Limited
Huang Yilin
Executive Director

Hong Kong, 17 May 2017

As at the date of this announcement, the Board consists of four executive directors, Mr. Huang Yilin, Mr. Chan Shi Yin, Keith, Mr. Liu Yan Chee, James and Mr. Chan Yuk Sang; and three independent non-executive directors, Mr. Zhang Xianlin, Mr. Kwok Hong Yee, Jesse and Mr. Ng Ping Yiu.

[#] *The English translation of Chinese names or words in this announcement, where indicated, is included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.*