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## **JINHUI HOLDINGS COMPANY LIMITED**

**金輝集團有限公司**

*(Incorporated in Hong Kong with limited liability)*

Stock Code : 137

### **DISCLOSEABLE TRANSACTION DISPOSAL OF A VESSEL**

The Vendor, an approximately 55.69% indirectly owned subsidiary of the Company, entered into the Agreement with the Purchaser on 2 January 2019 to dispose of the Vessel. The consideration of the Vessel is US\$7,380,768 (approximately HK\$57,570,000). The Vessel will be delivered by the Vendor to the Purchaser or its nominee between 15 February 2019 and 31 March 2019.

Under the Listing Rules, the Disposal constitutes a discloseable transaction for the Company.

#### **THE DISPOSAL**

The Vendor entered into the Agreement with the Purchaser on 2 January 2019 for the disposal of the Vessel at a consideration of US\$7,380,768 (approximately HK\$57,570,000). The Vessel will be delivered by the Vendor to the Purchaser or its nominee between 15 February 2019 and 31 March 2019.

#### **Information on the Group and the Vendor**

The principal activity of the Company is investment holding and the principal activities of its subsidiaries are international ship chartering and ship owning.

The Vendor is a ship owning company and a wholly-owned subsidiary of Jinhui Shipping, which is in turn an approximately 55.69% owned subsidiary of the Company as at date of this announcement.

## **Purchaser**

The Purchaser is a company incorporated in Singapore and its principal activities are ship brokering and ship management.

To the best of the Board's knowledge, information and belief having made all reasonable enquiry, the Purchaser, its shareholders, ultimate beneficial owners and its respective associates are third parties independent of the Company and its connected persons.

## **Consideration**

Under the Agreement, the Vendor agrees to dispose of the Vessel for a consideration of US\$7,380,768 (approximately HK\$57,570,000) payable by the Purchaser as follows:

- (1) an initial deposit of US\$700,000 (approximately HK\$5,460,000) will be payable by the Purchaser within three banking days after the date that (i) the signing of the Agreement; (ii) the signing of escrow agreement in respect of the initial deposit to be lodged with the escrow agent; and (iii) the confirmation from the escrow agent confirming the account is ready to receive the initial deposit;
- (2) the first instalment of US\$2,300,000 (approximately HK\$17,940,000) will be payable by the Purchaser within two banking days prior to the delivery of the Vessel which will take place between 15 February 2019 and 31 March 2019; and
- (3) the balance of US\$4,380,768 (approximately HK\$34,170,000) will be payable by the Purchaser by thirty six monthly instalments commencing on the date of expiry of one month after the delivery of the Vessel. Each of the thirty six monthly instalments shall be in an amount of US\$121,688 (approximately HK\$949,000). To secure the Purchaser's performance and observance of and compliance with all of the covenants, terms and conditions under the Agreement, including the due payments of the outstanding amount and any other sums owes by the Purchaser, the Purchaser shall create a first priority Hong Kong ship mortgage of the Vessel in favour of the Vendor and enter into certain security documents in the form and substance satisfactory to the Vendor.

The consideration of the Vessel of US\$7,380,768 (approximately HK\$57,570,000) was determined by reference to market intelligence the Company has gathered from shipbrokers and its own analysis of recently concluded sale and purchase transactions of vessels of comparable size and year of built in the market, and on the basis of arm's length negotiations with the Purchaser.

We observe and monitor the sale and purchase market of second hand vessels, including recent market transactions of similar vessels between willing sellers and willing buyers in that prevailing time presuming the vessel free from all registered encumbrances, maritime liens and all debts, free of charter or any contract of employment, for cash payment on normal sale terms at that particular of time. However, as each vessel is never identical, buyers will take into account, the individual specification, maintenance quality and conditions of each individual vessel to come up with an offer. Management has based on the experience, market knowledge to consider the acceptance of the bidders' offers.

## **Vessel**

The Vessel is a Supramax of deadweight 50,209 metric tons, built in year 2001 and registered in Hong Kong. The Vendor is a special purpose company for holding solely the Vessel.

The Vessel has been owned by the Group since year 2005, and its unaudited net book value as at 30 September 2018 was approximately HK\$47,149,000. The net profit both before and after taxation and extraordinary items attributable to the Vendor for the financial year ended 31 December 2017 was approximately HK\$3,025,000 while net loss both before and after taxation and extraordinary items attributable to the Vendor for the financial year ended 31 December 2016 was approximately HK\$7,314,000.

## **Possible financial effects of the Disposal**

Based on the unaudited net book value of the Vessel as at 30 September 2018 as described above, the Group would realize a book gain of approximately HK\$9.1 million on disposal of the Vessel. The book gain for the Vessel was calculated after estimated expenses of approximately HK\$1.3 million, which mainly includes commission and legal fees. However, the actual book gain which the Group would realize upon completion of the Disposal will depend on the actual net book value of the Vessel as at date of delivery in accordance with the Group's impairment and depreciation policy for its vessels as shown in the Company's annual report and the actual costs of disposal being incurred of the Vessel as at date of delivery.

## **Use of proceeds**

The Group intends to keep all net sale proceeds received as general working capital of the Group.

## **Guarantee**

Pursuant to the Agreement, a guarantee will be executed on or before the delivery of Vessel by the Guarantor in favour of the Vendor pursuant to which the Guarantor will agree to guarantee the Vendor, inter alia, the punctual performance of all the obligations under the Agreement and the other security documents.

To the best of the Board's knowledge, information and belief having made all reasonable enquiry, the Guarantor, its shareholders, ultimate beneficial owners and its respective associates are third parties independent of the Company and its connected persons.

## **REASONS FOR THE DISPOSAL**

The Directors continuously review the prevailing market conditions of the shipping industry and monitor and adjust the Group's fleet profile as appropriate. The Directors believe that the Disposal will enable the Group to enhance its working capital position and further strengthen its liquidity, and optimize the fleet profile through this ongoing management of asset portfolio.

Despite the recent improvement in shipping market, we continue to see uncertainty and market volatility remaining as an operational risk to the Group. In order to further reduce operational risk and liquidity risk, we believe it is prudent for the Group to readjust the fleet size according to the age profile and it is also important to remain financially nimble in today's ever-changing market environment. The Disposal would result in a book gain and generate positive cash inflow to boost its working capital and liquidity. We will continuously monitor the market as well as our operations going forward and look out for opportunities to maintain a reasonably modern and competitive fleet, not ruling out any future disposal or acquisition of vessels and will make such decisions on an ad hoc basis to maintain a high financial flexibility and operational competitiveness.

Before the completion of the Disposal, the Group currently owns two modern Post-Panamaxes and seventeen modern grabs fitted Supramaxes including the Vessel. Total carrying capacity will be reduced by 50,209 metric tons to 1,086,074 metric tons after the Disposal, and the Directors believe that the Disposal will not have any material adverse effect on the operations of the Group.

The terms and conditions of the Agreement have been agreed on normal commercial terms following arm's length negotiations with reference to the prevailing market values. The Directors consider that the Disposal represents an opportunity for the Group to readjust its fleet profile and reduce our operational risk exposures in current high-risk volatile markets and the Disposal will improve the liquidity position of the Group. The Directors consider that the terms and conditions of the Agreement was concluded between a willing seller and willing buyer and concluded base on arm's length negotiations, the Directors consider such terms and conditions are fair and reasonable and believe that the Disposal is in the interests of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATION**

As one or more applicable percentage ratios (as defined in the Listing Rules) for the disposal of the Vessel exceed 5% but are less than 25%, the Disposal constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification to Stock Exchange and publication of announcement requirements under the Listing Rules.

## **DEFINITIONS**

In this announcement, unless the context requires otherwise, the following expressions of the following meanings were used:

“Agreement”	the memorandum of agreement dated 2 January 2019 entered into between the Vendor and the Purchaser in respect of the disposal of the Vessel;
“associates”	has the same meaning ascribed to it under the Listing Rules;
“Board”	the board of Directors;
“Company”	Jinhui Holdings Company Limited, a company incorporated in Hong Kong, whose shares are listed on the Hong Kong Stock Exchange;
“Directors”	the directors of the Company;
“Disposal”	the disposal of the Vessel under the Agreement;

“Group”	the Company and its subsidiaries;
“Guarantor”	Hong Kong Goodwill Shipping Limited, a company incorporated in Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Jinhui Shipping”	Jinhui Shipping and Transportation Limited, a limited liability company incorporated in Bermuda and an approximately 55.69% owned subsidiary of the Company as at date of this announcement, whose shares are listed on the Oslo Stock Exchange (stock code: JIN);
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Post-Panamaxes”	vessels of deadweight approximately 90,000 metric tons to 100,000 metric tons;
“Purchaser”	Poseidon Global Shipping Pte. Ltd., a company incorporated in Singapore;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Supramax(es)”	dry cargo vessel(s) of deadweight approximately 50,000 metric tons;
“Vendor”	Jin Zhou Marine Inc., a wholly-owned subsidiary of Jinhui Shipping;
“Vessel”	a deadweight 50,209 metric tons bulk carrier “Jin Zhou” registered in Hong Kong;
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong; and
“US\$”	United States Dollars, the lawful currency of the United States of America, and for the purpose of illustration only, translated into HK\$ at the rate of US\$1.00 = HK\$7.80.

By Order of the Board  
**Jinhui Holdings Company Limited**  
**Ng Siu Fai**  
*Chairman*

Hong Kong, 2 January 2019

*As at date of this announcement, the Executive Directors of the Company are Ng Siu Fai, Ng Kam Wah Thomas, Ng Ki Hung Frankie and Ho Suk Lin; and the Independent Non-executive Directors of the Company are Cui Jianhua, Tsui Che Yin Frank and William Yau.*