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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **Gold Peak Industries (Holdings) Limited**, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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金山工業(集團)有限公司

Gold Peak Industries (Holdings) Limited

(Incorporated in Hong Kong under the Companies Ordinance)

(Stock Code: 40)



**MAJOR TRANSACTION
DISPOSAL OF PROPERTIES**

A letter from the Board is set out on pages 5 to 20 of this circular. A notice convening the General Meeting to be held at Tang Room, 3/F, Sheraton Hong Kong Hotel & Towers, 20 Nathan Road, Kowloon, Hong Kong at 10:30 a.m. on Wednesday, 14 February 2018 is set out on pages 41 to 43 of this circular. Whether or not you are able to attend the General Meeting, please complete the enclosed form of proxy in accordance with the instructions printed thereon and return it to the registered office of the Company at 9/F, Building 12W, 12 Science Park West Avenue, Hong Kong Science Park, New Territories, Hong Kong as soon as possible and in any event, not less than 48 hours before the time appointed for the holding of the General Meeting or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the General Meeting or any adjourned meeting should you so wish.

30 January 2018



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DEFINITIONS

In this circular, the following expressions have the following meanings unless the context requires otherwise:

“Announcement”	the announcement of the Company in relation to the Disposal dated 29 December 2017
“Board”	the board of Directors
“Company”	Gold Peak Industries (Holdings) Limited (stock code: 40), a company incorporated in Hong Kong with limited liability and whose shares are listed on the Main Board of the Stock Exchange
“Condition(s)”	has the same meaning as defined in the section headed “Disposal Agreements – Conditions Precedent” in this circular
“Consideration”	the aggregate consideration amounts to RMB221.3 million (or approximately HK\$263.4 million) payable to the Group by the Purchaser for the Disposal
“Director(s)”	director(s) of the Company
“Disposal”	the disposal of the Properties by GPB (China) and Modern Battery to the Purchaser pursuant to the terms of the Disposal Agreements
“Disposal Agreements”	collectively, the Disposal Agreements I and the Disposal Agreements II
“Disposal Agreements I”	collectively, the Land Use Right and Building Ownership Transfer Agreement I and Relocation Compensation Agreement I
“Disposal Agreements II”	collectively, the Land Use Right and Building Ownership Transfer Agreement II and Relocation Compensation Agreement II
“General Meeting”	a general meeting to be convened by the Company to consider and, if thought fit, approve the Disposal Agreements and the transactions contemplated thereunder, the notice of which is set out on pages 41 to 43 of this circular

DEFINITIONS

“GP Batteries”	GP Batteries International Limited, a company incorporated in the Republic of Singapore with limited liability, which is a wholly-owned subsidiary of GP Industries as at the Latest Practicable Date
“GP Industries”	GP Industries Limited, a company incorporated in the Republic of Singapore with limited liability, the shares of which are listed on the Singapore Exchange Securities Trading Limited and is owned as to 85.5% by the Company as at the Latest Practicable Date
“GPB (China)”	金山電化工業(惠州)有限公司 (GP Batteries (China) Limited), an enterprise established in the PRC and a wholly-owned subsidiary of GP Batteries
“Group”	the Company and its subsidiaries
“Guarantor”	廣東省東莞機械進出口有限公司 (Guangdong Dongguan Machinery Import & Export Co., Ltd.), an enterprise established in the PRC and an Independent Third Party
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	party(ies) independent of and not connected with the Company and its connected persons (as defined under the Listing Rules)
“Jointly-owned Land”	the plot of land (土地證號：惠府國用(1998)字第13021400019號) currently jointly-owned by TG China and 惠州市工業發展總公司 (Huizhou Industrial Development Corporation), further details of which are set out in the section headed “Disposal Agreements – The Jointly-owned Land” in this circular
“Land Use Right and Building Ownership Transfer Agreement I”	a land use right and building ownership transfer agreement dated 29 December 2017 entered into between GPB (China), the Purchaser and the Guarantor in respect of the disposal of Property I

DEFINITIONS

“Land Use Right and Building Ownership Transfer Agreement II”	a land use right and building ownership transfer agreement dated 29 December 2017 entered into between Modern Battery, the Purchaser and the Guarantor in respect of the disposal of Property II
“Latest Practicable Date”	25 January 2018, being the latest practicable date prior to the printing of this circular for ascertaining certain information referred to in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Modern Battery”	惠州時代電池有限公司 (Huizhou Modern Battery Limited), an enterprise established in the PRC and a wholly-owned subsidiary of GP Batteries
“Overdue Penalty”	has the same meaning as defined in the section headed “Disposal Agreements – Liquidated Damages” in this circular
“percentage ratios”	has the same meaning ascribed to it under Rule 14.07 of the Listing Rules
“PRC”	the People’s Republic of China, and for the purpose of this circular, excluding Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Properties”	collectively, Property I and Property II
“Property I”	has the same meaning as defined in the section headed “Disposal Agreements – Properties to be disposed of” in this circular
“Property II”	has the same meaning as defined in the section headed “Disposal Agreements – Properties to be disposed of” in this circular
“Purchaser”	惠州市晟鴻實業有限公司 (Huizhou Cheng Hong Industrial Co., Ltd.), an enterprise established in the PRC and an Independent Third Party

DEFINITIONS

“Relocation Compensation Agreement I”	a Relocation Compensation Agreement dated 29 December 2017 entered into between GPB (China), the Purchaser and the Guarantor pursuant to the terms of the Land Use Right and Building Ownership Transfer Agreement I
“Relocation Compensation Agreement II”	a Relocation Compensation Agreement dated 29 December 2017 entered into between Modern Battery, the Purchaser and the Guarantor pursuant to the terms of the Land Use Right and Building Ownership Transfer Agreement II
“RMB”	Renminbi, the lawful currency of the PRC
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“sq. m.”	square metres
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“TG China”	東山電池工業(中國)有限公司 (T.G. Battery Co (China) Ltd.), an enterprise established in the PRC and an 85%-owned subsidiary of T.G. Batteries Co (Hong Kong) Limited which is in turn a 50%-owned associate of GP Batteries
“Valuation Report”	a report prepared by RHL Appraisal Limited, an Independent Third Party, in respect of the valuation on the Properties
“%”	per cent.

For reference purposes only and unless otherwise specified, RMB amount has been translated into HK\$ using the rate of RMB1.00 to HK\$1.19.

For reference purposes only, the Chinese names of the PRC entities have been translated into English in this circular. In the event of any discrepancies between the Chinese names of these PRC entities and their respective English translations, the Chinese version shall prevail.

金山工業(集團)有限公司
Gold Peak Industries (Holdings) Limited

(Incorporated in Hong Kong under the Companies Ordinance)

(Stock Code: 40)



Board of Directors

Executive Directors:

Victor LO Chung Wing (*Chairman & Chief Executive*)

LEUNG Pak Chuen

Richard KU Yuk Hing

Andrew CHUANG Siu Leung

Brian LI Yiu Cheung

Registered Office:

9/F, Building 12W

12 Science Park West Avenue

Hong Kong Science Park

New Territories

Hong Kong

Independent Non-Executive Directors:

LUI Ming Wah

Frank CHAN Chi Chung

CHAN Kei Bui

Non-Executive Director:

Karen NG Ka Fai

30 January 2018

To the Shareholders

Dear Sir or Madam,

**MAJOR TRANSACTION
DISPOSAL OF PROPERTIES**

INTRODUCTION

Reference is made to the Announcement. On 29 December 2017, the Board announced that, (i) GPB (China), a wholly-owned subsidiary of GP Batteries, entered into, with the Purchaser and the Guarantor, (a) the Land Use Right and Building Ownership Transfer Agreement I pursuant to which GPB (China) agreed to sell and the Purchaser agreed to purchase Property I at a cash consideration of RMB40.5 million (or approximately HK\$48.2 million) and (b) the Relocation Compensation Agreement I pursuant to which the Purchaser agreed to pay a relocation compensation of RMB40 million (or approximately HK\$47.6 million) to GPB (China); and (ii) Modern Battery, a wholly-owned subsidiary of GP Batteries, entered into, with the Purchaser and the Guarantor, (a) the Land Use Right and Building Ownership Transfer Agreement II pursuant to which Modern Battery agreed to sell and the Purchaser agreed to purchase Property II at

LETTER FROM THE BOARD

a cash consideration of RMB80.8 million (or approximately HK\$96.2 million) and (b) the Relocation Compensation Agreement II pursuant to which the Purchaser agreed to pay a relocation compensation of RMB60 million (or approximately HK\$71.4 million) to Modern Battery.

Pursuant to the Disposal Agreements, the completion of the Disposal is subject to and conditional upon the satisfaction of the Condition(s) as set out in the section headed “Conditions precedent” below.

The Disposal constitutes a major transaction on the part of the Company and is subject to shareholders’ approval under Chapter 14 of the Listing Rules. The purpose of this circular is:

- (a) to provide the Shareholders with details of the terms of the Disposal Agreements and the transactions contemplated thereunder;
- (b) to set out the Valuation Report in respect of the Properties; and
- (c) to give notice of General Meeting to be held to consider and, if thought fit, to approve the Disposal Agreements and the transactions contemplated thereunder.

DISPOSAL AGREEMENTS

The Disposal Agreements comprise the Land Use Right and Building Ownership Transfer Agreement I, the Land Use Right and Building Ownership Transfer Agreement II, the Relocation Compensation Agreement I and Relocation Compensation Agreement II, and the particulars of which are as follows:

Date

29 December 2017 (after trading hours)

Parties

	Disposal Agreements I	Disposal Agreements II
Vendor:	金山電化工業(惠州)有限公司 (GP Batteries (China) Limited), an enterprise established in the PRC and a wholly-owned subsidiary of GP Batteries	惠州時代電池有限公司 (Huizhou Modern Battery Limited), an enterprise established in the PRC and a wholly-owned subsidiary of GP Batteries
Purchaser:	惠州市晟鴻實業有限公司 (Huizhou Cheng Hong Industrial Co., Ltd.), an enterprise established in the PRC and an Independent Third Party	
Guarantor:	廣東省東莞機械進出口有限公司 (Guangdong Dongguan Machinery Import & Export Co., Ltd.), an enterprise established in the PRC and an Independent Third Party	

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To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Purchaser and the Guarantor and their respective ultimate beneficial owners are Independent Third Parties.

Properties to be disposed of

The Properties to be disposed of under the Disposal Agreements comprise the following properties located in 廣東省惠州古塘坳工業區 (Gu Tang Ao Industrial Zone, Huizhou, Guangdong Province, the PRC):

“Property I”

(i) the right to use three plots of land with an aggregate useable area of 17,503.4 sq. m., comprising:

- a plot of land with a usable area of 13,034 sq. m. and a term of use for a period of 50 years, commencing from 10 November 1997 to 10 November 2047;
- a plot of land with a usable area of 2,461.4 sq. m. and a term of use of up to 16 May 2053; and
- a plot of land with a usable area of 2,008 sq. m. and a term of use up of to 13 March 2048.

(ii) the buildings and ancillary facilities located thereon with a total built-up area of 17,785.57 sq. m., comprising:

- a factory building with a total built-up area of 6,159.11 sq. m.;
- a factory building with a total built-up area of 1,691.7 sq. m.;

“Property II”

(i) the right to use three plots of land with an aggregate useable area of 29,953 sq. m., comprising:

- a plot of land with a usable area of 6,162.4 sq. m. and a term of use up to 23 November 2048;
- a plot of land with a usable area of 10,200.6 sq. m. and a term of use of up to 14 November 2051; and
- a plot of land with a usable area of 13,590 sq. m. and a term of use up of to 6 March 2047.

(ii) the buildings and ancillary facilities located thereon with a total built-up area of 11,399.99 sq. m., comprising:

- a factory building with a total built-up area of 4,146.36 sq. m.;
- a factory building with a total built-up area of 2,280.6 sq. m.;

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“Property I”

- a factory building with a total built-up area of 4,990.35 sq. m.;
- a canteen with a total built-up area of 460 sq. m.; and
- staff quarters with a total built-up area of 4,484.41 sq. m.

“Property II”

- a factory building with a total built-up area of 3,359.71 sq. m.;
- a canteen with a total built-up area of 1,252.87 sq. m.; and
- staff quarters with a total built-up area of 360.45 sq. m.

The Properties are currently mainly used by the Group as production facilities for the manufacturing of batteries.

Consideration

The Consideration payable by Purchaser to the Group under the Disposal Agreements, which comprises the transfer price and the one-off relocation compensation, is RMB221.3 million (or approximately HK\$263.4 million) in cash. The breakdown and payment method of the Consideration are as follows:

Disposal Agreements I

The aggregate consideration payable by the Purchaser to GPB (China) under Disposal Agreements I is RMB80.5 million (or approximately HK\$95.8 million), which shall be paid as follows:

- (i) as to RMB24.5 million (or approximately HK\$29.2 million) was paid as a deposit to GPB (China) by the date of signing of the Land Use Right and Building Ownership Transfer Agreement I;

Disposal Agreements II

The aggregate consideration payable by the Purchaser to Modern Battery under Disposal Agreements II is RMB140.8 million (or approximately HK\$167.6 million), which shall be paid as follows:

- (i) as to RMB42.0 million (or approximately HK\$50.0 million) was paid as a deposit to Modern Battery by the date of signing of the Land Use Right and Building Ownership Transfer Agreement II;

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Disposal Agreements I

- (ii) as to RMB16.0 million (or approximately HK\$19.0 million) within 5 business days from the expiry of 12 months after the date of signing of the Land Use Right and Building Ownership Transfer Agreement I, or if the Purchaser shall have acquired the title of the Jointly-owned Land within the said 12 months, within 5 business days after the acquisition of the title of the Jointly-owned Land, to an escrow account of a bank designated by GPB (China). If an escrow account cannot be established due to any reason, GPB (China) and the Purchaser shall open a bank account, to be jointly managed by GPB (China) and the Purchaser, and the Purchaser shall transfer the balance payment into such joint bank account; and
- (iii) as to RMB40.0 million (or approximately HK\$47.6 million) within 5 business days from the expiry of 12 months after the date of signing of the Relocation Compensation Agreement I, or if the Purchaser shall have acquired the title of the Jointly-owned Land within the said 12 months, within 5 business days after the acquisition of the title of the Jointly-owned Land, to an escrow account of a bank designated by GPB (China). If an escrow account cannot be established due to any reason, GPB (China) and the Purchaser shall open a bank account, to be jointly managed by GPB (China) and the Purchaser, and the Purchaser shall transfer such amount into such joint bank account.

Disposal Agreements II

- (ii) as to RMB38.8 million (or approximately HK\$46.2 million) within 5 business days from the expiry of 12 months after the date of signing of the Land Use Right and Building Ownership Transfer Agreement II, or if the Purchaser shall have acquired the title of the Jointly-owned Land within the said 12 months, within 5 business days after the acquisition of the title of the Jointly-owned Land, to an escrow account of a bank designated by Modern Battery. If an escrow account cannot be established due to any reason, Modern Battery and the Purchaser shall open a bank account, to be jointly managed by Modern Battery and the Purchaser, and the Purchaser shall transfer the balance payment into such joint bank account; and
- (iii) as to RMB60.0 million (or approximately HK\$71.4 million) within 5 business days from the expiry of 12 months after the date of signing of the Relocation Compensation Agreement II, or if the Purchaser shall have acquired the title of the Jointly-owned Land within the said 12 months, within 5 business days after the acquisition of the title of the Jointly-owned Land, to an escrow account of a bank designated by Modern Battery. If an escrow account cannot be established due to any reason, Modern Battery and the Purchaser shall open a bank account, to be jointly managed by Modern Battery and the Purchaser, and the Purchaser shall transfer such amount into such joint bank account.

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Disposal Agreements I

The Purchaser shall, within 5 days after the date of the registration of the transfer of Property I inform the escrowing bank in writing to pay GPB (China) the remaining amount of RMB56.0 million (or approximately HK\$66.6 million).

Should the registration of the transfer of Property I cannot be completed within 24 months from the date of the Disposal Agreements I due to the government's policy on unified redevelopment plan, and GPB (China) and the Purchaser cannot agree on the terms of termination of the Disposal Agreements I, the Purchaser shall inform the escrow bank in writing to pay the balance payment to GPB (China), and GPB (China) shall assist the Purchaser in applying approval for redevelopment. GPB (China) can also demand the escrow bank to pay the balance payment upon presentation of the original signed Disposal Agreements I. Should the escrow bank decline to pay the balance payment, the Purchaser shall immediately pay the balance payment to GPB (China), with penalty at a rate of 0.1% of the relevant balance payment per day for each day of delay in payment.

GPB (China) is also entitled to request full payment from the bank designated by GPB (China) of such amount by providing notice of the registration of the transfer of Property I issued by the relevant real estate regulatory authority or the relevant query result reflecting the registration of the transfer of Property I.

Disposal Agreements II

The Purchaser shall, within 5 days after the date of the registration of the transfer of Property II inform the escrowing bank in writing to pay Modern Battery the remaining amount of RMB98.8 million (or approximately HK\$117.6 million).

Should the registration of the transfer of Property II cannot be completed within 24 months from the date of the Disposal Agreements II due to the government's policy on unified redevelopment plan, and Modern Battery and the Purchaser cannot agree on the terms of termination of the Disposal Agreements II, the Purchaser shall inform the escrow bank in writing to pay the balance payment to Modern Battery, and Modern Battery shall assist the Purchaser in applying approval for redevelopment. Modern Battery can also demand the escrow bank to pay the balance payment upon presentation of the original signed Disposal Agreements II. Should the escrow bank decline to pay the balance payment, the Purchaser shall immediately pay the balance payment to Modern Battery, with penalty at a rate of 0.1% of the relevant balance payment per day for each day of delay in payment.

Modern Battery is also entitled to request full payment from the bank designated by Modern Battery of such amount by providing notice of the registration of the transfer of Property II issued by the relevant real estate regulatory authority or the relevant query result reflecting the registration of the transfer of Property II.

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Any associated taxes and transaction costs shall be borne solely by the Purchaser, save for enterprise income tax payable which shall be borne by GPB (China) or Modern Battery (as the case may be). The Purchaser shall pay the taxes payable (according to the tax review results issued by the relevant governmental department) to the designated bank account of GPB (China) or Modern Battery (as the case may be).

The Consideration was arrived at on a willing buyer willing seller basis after taking into account, among other things, the following factors:

- (i) the rationale of the Disposal – as stated in the section headed “Reasons and Benefits for the Disposal” in this circular, it is the Group’s intention to consolidate its battery manufacturing facilities by relocating the smaller facilities previously located on the Properties to a centralized and larger facilities;
- (ii) the Valuation Report – the Group has made reference to the valuation of the Properties set out in the Valuation Report in determining whether or not it is in the interest of the Group to accept any of the offers in respect of the Properties made by the Purchaser and other potential buyers;
- (iii) recently transacted prices of the properties around the vicinity of the Properties – in comparing the offers received by the Group in respect of the Properties, the Group has made reference to the bidding prices and quoted pricing of the properties around the vicinity of the Properties before accepting the offer made by the Purchaser; and
- (iv) offers received by the Group in respect of the Properties – the Group has received and compared several offers and considered the offer made by the Purchaser to be most appropriate.

The aggregate one-off relocation compensation of the amount of RMB100 million (or approximately HK\$119 million) under the Relocation Compensation Agreement I and the Relocation Compensation Agreement II was determined by the management’s assessment with reference to the estimated relocation costs of the battery manufacturing facilities. The estimated relocation costs mainly comprise (i) severance payments payable to employees that will be terminated due to the relocation; (ii) costs of disassembling, transporting and reassembling machineries and equipment; and (iii) costs of replacing machineries and equipment that cannot be transported to new manufacturing facilities. The severance payments are estimated based on statutory rates prescribed by the applicable PRC labour laws and regulations, while the costs for disassembling, transporting, reassembling and replacing machineries and equipment are assessed based on estimated transportation and engineering costs involved in the relocation as understood by the Directors. The Directors consider the above basis fair and reasonable. Accordingly, the Directors considered the relocation compensation to be fair and reasonable and in the interest of the Company and the Shareholders as a whole.

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Based on the Valuation Report, the market values of Property I and Property II were approximately RMB39.7 million (or approximately HK\$47.2 million) and RMB38.2 million (or approximately HK\$45.5 million), respectively, as at 30 November 2017.

Conditions Precedent

Completion of the Disposal is subject to and conditional upon the satisfaction of the following conditions precedent (the “**Condition(s)**”):

- (i) the approval of the shareholders (if such shareholders’ approval is required by applicable listing regulations) and/or the board of directors of each of (a) GP Batteries, (b) GP Industries (being GP Batteries’ immediate holding company) and (c) the Company (being GP Batteries’ ultimate holding company) for the Disposal in accordance with the Listing Rules and other applicable laws and regulations; and
- (ii) the approval of the shareholders and the board of directors of the Purchaser for the Disposal.

GPB (China) or Modern Battery (as the case may be) and the Purchaser undertake to immediately take all reasonable efforts to ensure the passing of the resolutions for the abovementioned approvals. Within five business days after the satisfaction of the Conditions, the responsible party (being GPB (China) and Modern Battery in respect of the Condition set out in sub-paragraph (i) and the Purchaser in respect of the Condition set out in sub-paragraph (ii)) shall provide written notice to the other parties of the satisfaction of the relevant Condition.

In the event GPB (China) or Modern Battery (as the case may be) causes the non-satisfaction of the Condition set out in sub-paragraph (i) above for the Disposal, the relevant deposit(s) already received shall be refunded (without interest) to the Purchaser. In the event that the Purchaser causes the non-satisfaction of the Condition set out in sub-paragraph (ii) above for the Disposal, GPB (China) or Modern Battery (as the case may be) is entitled to forfeit the deposit(s) paid.

Continued Use of Properties by the Group

Pursuant to the terms of the Disposal Agreements, from the date of registration of the transfer of the Properties up to the end of the 36-month period commencing from the date of the signing of the Disposal Agreements, the Purchaser shall allow GPB (China) or Modern Battery (as the case may be) to use the Properties free of charge. During such period of use:

- (i) the Purchaser shall not: (a) take back the Properties in advance; (b) sub-lease the Properties to third parties; or (c) launch demolition activities on the Properties. Otherwise, the Purchaser shall be liable to compensate GPB (China)

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or Modern Battery (as the case may be) for all resultant economic losses incurred by GPB (China) or Modern Battery (as the case may be), including but not limited to losses caused by the stoppage of production, deduction claims from customers, all costs incurred by any forced moving out of the Properties and the rental of temporary venues, outsourcing costs and economic compensation for employees whose employment contracts have been terminated in advance; and

- (ii) GPB (China) or Modern Battery (as the case may be) is entitled to move out of the Properties in advance at any time by providing three months' prior written notice to the Purchaser and informing the Purchaser of the exact date of the handover of the Properties. If GPB (China) or Modern Battery (as the case may be) moves out of the Properties in advance, the Purchaser shall pay compensation to GPB (China) at a monthly rate of RMB266,000 (or approximately HK\$317,000) or Modern Battery at a monthly rate of RMB171,000 (or approximately HK\$203,000) (as the case may be).

The Group currently operates two different types of battery manufacturing facilities on the Properties, namely, the carbon zinc battery manufacturing facilities operated by GPB (China) on Property I and the nickel metal hydride battery manufacturing facilities operated by Modern Battery on Property II. It is the Group's current intention that the battery manufacturing facilities will be relocated to another location in the PRC or overseas. As the Group is still identifying suitable new locations for these manufacturing facilities and the relocation will involve setting up of new production line, new recruitment of production staff and trial run process, it is estimated that it may take up to three years for the Group to complete the relocation of these manufacturing facilities.

The Purchaser would be required to pay GPB (China) or Modern Battery (as the case may be) the resultant economic losses which represent the direct and indirect losses incurred by GPB (China) or Modern Battery (as the case may be) during the period of production halt if the Purchaser takes back the Properties in advance. The Purchaser would be required to pay the resultant economic losses after GPB (China) and/or Modern Battery finish assessing the direct and indirect economic losses suffered by them during the production halt.

The monthly rate of RMB266,000 and RMB171,000 payable by the Purchaser to, respectively, GPB (China) and Modern Battery (as the case may be) were determined with reference to the market rate of RMB15 per sq. m. of the built-up area of the buildings and ancillary facilities located on Properties and would only be received by GPB (China) and Modern Battery (as the case may be) if they shall move out of the Properties by giving three months' prior written notice to the Purchaser within the 36-month period commencing from the date of the signing the Disposal Agreements.

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Termination and Deemed Completion of the Disposal Agreements

Pursuant to the terms of Disposal Agreements I:

- (i) Upon payment of the relevant deposit by the Purchaser to GPB (China) and within 12 months from the date of Disposal Agreements I, GPB (China) shall not unilaterally terminate Disposal Agreements I (other than due to default by the Purchaser), or transfer Property I to any other party by reason of changes in market conditions, unless GPB (China) pays to the Purchaser a compensation equivalent to two times of the aggregate amount of the relevant portion of the Consideration and relevant relocation compensation;
- (ii) the Purchaser shall have the right to terminate Disposal Agreements I by written notice to GPB (China) if (a) TG China shall fail to change the Jointly-owned Land from a government allocation land to a transferrable land and own the title of the Jointly-owned Land; (b) GPB (China) shall fail to procure the Purchaser to have the pre-emptive right to acquire the title of the Jointly-owned Land on the same price and conditions to be quoted by TG China within 12 months after the date of the signing of these agreements; and (c) if the Purchaser considers that the aforesaid transaction in respect of the Jointly-owned Land could not be proceeded within 12 months after the date of the signing of these agreements; and
- (iii) GPB (China) shall be entitled to terminate Disposal Agreements I and to forfeit the deposit already paid if the Purchaser delays making full payment of the relevant portion of the Consideration and all taxes payable by the Purchaser by more than 15 days under the terms of these agreements.

Pursuant to the terms of Disposal Agreements II:

- (i) Upon payment of the relevant deposit by the Purchaser to Modern Battery, and within 12 months from the date of Disposal Agreements II, Modern Battery shall not unilaterally terminate Disposal Agreements II, (other than due to default by the Purchaser), or transfer Property II to any other party by reason of changes in market conditions, unless Modern Battery pays to the Purchaser a compensation equivalent to two times of the aggregate amount of the relevant portion of the Consideration and relevant relocation compensation;
- (ii) the Purchaser shall have the right to terminate Disposal Agreements II by written notice to Modern Battery if (a) TG China shall fail to change the Jointly-owned Land from a government allocation land to a transferrable land and own the title of the Jointly-owned Land; (b) Modern Battery shall fail to procure the Purchaser to have the pre-emptive right to acquire the title of the Jointly-owned Land on the same price and conditions to be quoted by TG China within 12 months after the date of the signing of these agreements; and (c) if the Purchaser considers that

LETTER FROM THE BOARD

the aforesaid transaction in respect of the Jointly-owned Land could not be proceeded within 12 months after the date of the signing of these agreements; and

- (iii) Modern Battery shall be entitled to terminate Disposal Agreements II and to forfeit the deposit already paid if the Purchaser delays making full payment of the relevant portion of the Consideration and all taxes payable by the Purchaser by more than 15 days under the terms of these agreements.

The Disposal Agreements I or the Disposal Agreements II may be terminated by mutual agreement in writing between GPB (China) or Modern Battery (as the case may be) and the Purchaser if the registration of the transfer of the relevant Property cannot be completed within 24 months from the date of signing of the relevant Disposal Agreements due to any applicable PRC governmental or regulatory policies. In the event of such termination of the relevant Disposal Agreements:

- (i) GPB (China) or Modern Battery (as the case may be) shall refund the relevant portion of the Consideration in full (without interest) to the Purchaser within 30 days from such date of termination of the relevant Disposal Agreements;
- (ii) GPB (China) or Modern Battery (as the case may be) and the Purchaser shall jointly recover any taxes and other costs which have already been paid to the relevant governmental departments, and the Purchaser shall bear all costs and expenses incurred during the transfer of the title of the relevant Property; and
- (iii) neither GPB (China) or Modern Battery (as the case may be) nor the Purchaser shall be liable for any compensation in respect of the other party.

Regardless of the reason attributable to the failure to register the transfer of Property I or the Property II, if the relevant Disposal Agreements are not terminated by mutual agreement between GPB (China) or Modern Battery (as the case may be) and the Purchaser after the end of the 24-month period commencing on the date of signing of the relevant Disposal Agreements:

- (i) the relevant Disposal Agreements would be deemed to be duly completed; and
- (ii) the Purchaser shall release the relevant balance of the Consideration to GPB (China) or Modern Battery (as the case may be).

The Jointly-owned Land

The Jointly-owned Land is a plot of land located at 中國廣東省惠州市惠環鎮古塘坳工業區炮樓坑古塘坳路 (Gu Tang Ao Road, Pao Lou Keng, Gu Tang Ao Industrial District, Huihuan Town, Huizhou City, Guangdong Province, the PRC) (土地證號：惠府國用(1998)字第13021400019號) which is currently jointly-owned as to 85% by TG China and the

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remaining 15% by 惠州市工業發展總公司 (Huizhou Industrial Development Corporation), an Independent Third Party, and situated between Property I and Property II. Given its strategic location, the Purchaser also wishes to acquire the title of the Jointly-owned Land at the same time as the signing of the Disposal Agreements. However, the Jointly-owned Land is a government allocation land which may not be transferred until it has been converted into a transferrable land. Therefore, the Purchaser imposes the conditions in the Disposal Agreements and obtains the pre-emptive right to acquire the title of the Jointly-owned Land on the same price and conditions to be quoted by TG China within 12 months after the date of the signing of the Disposal Agreements. The Group is currently in the course of negotiation with the other shareholder of TG China about the above arrangement. If there is no agreement to be reached on granting the pre-emptive right to the Purchaser within 12 months after the date of signing of the Disposal Agreements, the Purchaser shall have the right to terminate both (i) Disposal Agreement I by written notice to GPB (China) and (ii) Disposal Agreement II by written notice to Modern Battery, and the relevant deposit(s) already received shall be refunded (without interest) to the Purchaser.

Automatic Voiding of Agreement

If Property I or Property II, as the case may be, is expropriated, seized or demolished by the PRC government prior to the registration of the transfer of the relevant Property, the relevant Disposal Agreements shall be voided automatically and GPB (China) or Modern Battery (as the case may be) shall refund that part of the Consideration which has already been paid (without interest) to the Purchaser. Any compensation received from the PRC government shall belong to GPB (China) or Modern Battery (as the case may be). GPB (China) or Modern Battery (as the case may be) and the Purchaser shall jointly recover any taxes and other costs which have already been paid to the relevant governmental departments and GPB (China) or Modern Battery (as the case may be) shall forward any refunds received from the PRC government, in respect of expenses incurred during the process of registration of the transfer of the relevant Property, to the Purchaser.

Liquidated Damages

If the Purchaser fails to pay the relevant portion of the Consideration under any of the Disposal Agreements and other fees payable by it by the stipulated deadline for payment, the Purchaser shall pay liquidated damages to GPB (China) or Modern Battery (as the case may be) at a rate of 0.04% of the relevant total overdue amount payable per day (the “**Overdue Penalty**”).

Guarantee of the Purchaser’s Payment Obligations

Pursuant to the terms of the Disposal Agreements, the Guarantor, as the Purchaser’s guarantor, guarantees to GPB (China) and Modern Battery the payment by the Purchaser of the relevant portion of the Consideration under the respective land use right and building ownership agreement. The guarantee will remain in force from the effective date of the land use right and building ownership agreement to 180 days after the date on which

LETTER FROM THE BOARD

the Purchaser is required to make such payment to GPB (China) or Modern Battery (as the case may be). In the event that the Purchaser fails to make payment of the relevant portion of the Consideration to GPB (China) or Modern Battery (as the case may be) or the Overdue Penalty, the Guarantor agrees to make such payment on behalf of the Purchaser.

FINANCIAL EFFECTS ON THE DISPOSAL AND INTENDED USE OF PROCEEDS

Based on the unaudited consolidated financial statements of GP Batteries and its subsidiaries for the second quarter ended 30 September 2017, the aggregate net asset value of the Properties was approximately RMB17.5 million (or approximately HK\$20.8 million).

The aggregate consideration payable by the Purchaser to GPB (China) for Property I is RMB80.5 million (or approximately HK\$95.8 million). The excess of the aggregate consideration over the net asset value of Property I of approximately RMB0.4 million (or approximately HK\$0.5 million) as at 30 September 2017 and estimated relocation expenses of approximately RMB40.0 million (or approximately HK\$47.6 million) is approximately RMB40.1 million (or approximately HK\$47.7 million).

There are no net profits attributable to Property I as it was used as a factory for GP Batteries' manufacturing purposes. The Group is expected to record an unaudited profit before tax and after tax on disposal of Property I of approximately HK\$47.7 million and HK\$35.8 million before deduction of all necessary charges and non-controlling interests for the year ending 31 March 2018 respectively. The total assets of the Group will be increased by the estimated gain of HK\$35.8 million and no effect on liabilities.

The aggregate consideration payable by the Purchaser to Modern Battery for Property II is RMB140.8 million (or approximately HK\$167.6 million). The excess of the aggregate consideration over the net asset value of Property II of approximately RMB17.1 million (or approximately HK\$20.3 million) as at 30 September 2017 and estimated relocation expenses of approximately RMB60.0 million (or approximately HK\$71.4 million) is approximately RMB63.7 million (or approximately HK\$75.9 million).

Property II is mainly used as a factory for GP Batteries' manufacturing purposes, except a portion used as an investment property.

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The annual rental income and the net profits attributable to Property II are set out below:

	For the year ended 31 March 2016 HK\$	For the year ended 31 March 2017 HK\$
(a) Annual rental income	1,116,000	824,000
(b) Net profits before tax	922,000	640,000
(c) Net profits after tax	922,000	640,000

Other than the rental income, there are no net profits attributable to Property II. The earnings per share of the Group for the year ended 31 March 2017 will decrease from 2.6 HK cents to 2.5 HK cents as a result of the decrease in rental income on disposal of Property II. The Group is expected to record an unaudited profit before tax and after tax on disposal of Property II of approximately HK\$75.9 million and HK\$56.8 million before deduction of all necessary charges and non-controlling interests for the year ending 31 March 2018 respectively. The total assets of the Group will be increased by the estimated gain of HK\$56.8 million and no effect on liabilities.

GP Batteries intends to use the net proceeds from the Disposal for investment in new manufacturing facilities and payment of the costs and losses to be incurred in relocating the activities of GPB (China) and Modern Battery, as well as for general working capital purposes, including the repayment of bank loans.

REASONS AND BENEFITS FOR THE DISPOSAL

The Disposal is in line with the Group's continued strategy for the operations of its battery division to be streamlined by consolidating its battery manufacturing facilities, pursuant to which some of the same type but smaller and fragmented battery manufacturing facilities will be centralised and relocated to a new and larger facility which, with the upgraded facilities and sharing of administrative services, would harness synergies that are otherwise lacking in fragmented operations and improve the efficiency and effectiveness of the Group's operations.

Accordingly, the Directors believe that the terms of the Disposal Agreements and the Disposal are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE COMPANY, GP BATTERIES, GPB (CHINA) AND MODERN BATTERY

The Company is an investment holding company. The activities of its principal subsidiaries and associated companies are investment holding and manufacturing, marketing and trading of batteries, electronics and acoustics products, wire harness and cables.

LETTER FROM THE BOARD

As at the Latest Practicable Date, GP Batteries is a wholly-owned subsidiary of GP Industries which is in turn an approximately 85.5%-owned subsidiary of the Company. GP Industries is a company listed on the Singapore Exchange Securities Trading Limited and GP Batteries is engaged in the development, manufacture and marketing of batteries and battery-related products.

GPB (China) and Modern Battery are principally engaged in the manufacturing of batteries.

INFORMATION ON THE PURCHASER AND THE GUARANTOR

As advised by the Purchaser, the Purchaser is a property development company established in the PRC. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Purchaser and its ultimate beneficial owners are Independent Third Parties.

As advised by the Guarantor, the Guarantor is a trading company established in the PRC. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Guarantor and its ultimate beneficial owners are Independent Third Parties.

VALUATION OF THE PROPERTIES

The Company has engaged RHL Appraisal Limited to value the Properties. Details of the valuation is set out in Appendix I to this circular.

IMPLICATION UNDER THE LISTING RULES

The Disposal constitutes a major transaction on the part of the Company under Chapter 14 of the Listing Rules. A general meeting of the Company will be convened and held to seek approval from the Shareholders.

To the extent of the Board is aware, no Shareholder is required to abstain from voting on the resolutions to be proposed at the General Meeting to approve the Disposal and the transactions contemplated thereunder.

GENERAL MEETING

A notice convening the General Meeting to be held at Tang Room, 3/F, Sheraton Hong Kong Hotel & Towers, 20 Nathan Road, Kowloon, Hong Kong at 10:30 a.m. on Wednesday, 14 February 2018 at which ordinary resolutions will be proposed to consider and, if thought fit, to approve the Disposal Agreements and the transactions contemplated thereunder is set out on pages 41 to 43 of this circular.

LETTER FROM THE BOARD

A form of proxy for use at the General Meeting is accompanied with this circular. Whether or not you are able to attend the General Meeting, please complete and return the enclosed form of proxy in accordance with the instructions printed thereon and return it to the registered office of the Company at 9/F, Building 12W, 12 Science Park West Avenue, Hong Kong Science Park, New Territories, Hong Kong as soon as possible and in any event, not less than 48 hours before the time appointed for the holding of the General Meeting or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the General Meeting or any adjourned meeting should you so wish.

The vote of the Shareholders at the General Meeting will be taken by poll in accordance with Rule 13.39(4) of the Listing Rules and the Company will announce the results of the poll in the manner prescribed under Rule 13.39(5) of the Listing Rules.

RECOMMENDATION

The Directors consider that the terms of the Disposal are fair and reasonable and in the interests of the Company and the Shareholders as a whole. The Directors recommend that the Shareholders to vote in favour of the resolutions, approving the Disposal Agreements and the transactions contemplated thereunder.

ADDITIONAL INFORMATION

Your attention is also drawn to the additional information set out in the appendices to this circular and the notice of the General Meeting.

Yours faithfully,
For and on behalf of
Gold Peak Industries (Holdings) Limited
Victor LO Chung Wing
Chairman & Chief Executive

The following is the text of a valuation report, prepared for the purpose of incorporation in this circular received from RHL Appraisal Limited, an independent valuer, in connection with its valuation as at 30 November 2017 of the Properties to be disposed by the subsidiaries of Gold Peak Industries (Holdings) Limited.



永利行評值顧問有限公司
RHL Appraisal Limited
Corporate Valuation & Advisory

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Room 1010, 10/F, Star House
Tsimshatsui, Hong Kong

30 January 2018

The Board of Directors

Gold Peak Industries (Holdings) Limited

9/F, Building 12W, 16 Science Park West Avenue,
Hong Kong Science Park,
N.T., Hong Kong

Dear Sir/Madam,

INSTRUCTIONS

We refer to your instruction for us to value the property interest (the “**Properties**”) to be disposed by the subsidiaries of Gold Peak Industries (Holdings) Limited (the “**Company**”) located in the People’s Republic of China (“**PRC**”). We confirm that we have carried out property inspection, made relevant enquiries and obtained such further information as we consider necessary for the purpose of providing you with our opinion of the market value of the Properties as at 30 November 2017 (the “**Valuation Date**”).

This letter which forms part of our valuation report explains the basis and methodologies of valuation, clarifying assumptions, valuation considerations, title investigations and limiting conditions of this valuation.

BASIS OF VALUATION

The valuation is our opinion of the market value (“**Market Value**”) which we would define as intended to mean the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion.

Market Value is understood as the value of an asset or liability estimated without regard to costs of sale or purchase and without offset for any associated taxes or potential taxes.

The market value is the best price reasonably obtainable in the market by the seller and the most advantageous price reasonably obtainable in the market by the buyer. This estimate specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, joint ventures, management agreements, special considerations or concessions granted by anyone associated with the sale, or any element of special value.

VALUATION METHODOLOGY

We have valued the property interest by using the Direct Comparison Approach by making reference to the comparable market transactions/asking cases as available. Comparable properties of similar size, scale, nature, character and location are analysed and carefully weighed against all the respective advantages and disadvantages of each property in order to arrive at a fair comparison of market value.

The Properties are built as two typical industrial complexes located in a well-developed traditional industrial district. Many similar industrial complexes are located within this area and adequate market comparable can be obtained which is considered to be the best indicator for assessing market value. Therefore, Direct Comparison Approach is adopted.

VALUATION CONSIDERATIONS

In valuing the property interest, we have complied with all the requirements contained in Chapter 5 and Practice Note 12 to the Rules Governing the Listing of Securities issued by The Stock Exchange of Hong Kong Limited and the International Valuation Standards 2017.

VALUATION ASSUMPTION

In our valuation, unless otherwise stated, we have assumed that:

- i. all necessary statutory approvals for the Properties or the subject buildings of which the Properties form part of their use have been obtained;
- ii. transferable land use rights in respect of the Properties for specific terms at nominal annual land use fees have been granted and that any premium payable has already been fully paid;
- iii. no deleterious or hazardous materials or techniques have been used in the construction of the Properties; and
- iv. the Properties are connected to main services and sewers which are available on normal terms.

TITLE INVESTIGATION

We have been shown copies of various documents relating to the Properties. However, we have not examined the original documents to verify the existing titles to the Properties or any amendment which does not appear on the copies handed to us. We have relied considerably on the information given by the Company's PRC legal advisers, Guangdong Lianrui Law Firm, concerning the validity of the titles to the Properties.

LIMITING CONDITIONS

We have conducted on-site inspections to the Properties on 31 July 2017 by our staff Mr. Kevin Mok (BSc in Civil Engineering), who has rich and solid experience in performing inspection and valuation in the PRC market for over 10 years. As confirmed by the client and by our research that there have been no material changes to the physical attributes of the Properties, or the condition of its locality, since our last inspection on 31 July 2017.

We have not carried out detailed on-site measurement to verify the correctness of the areas in respect of the Properties but have assumed that the areas shown on the documents handed to us are correct. All dimensions, measurements and areas are approximate.

We have not carried out any site investigation to determine the suitability of the ground conditions or the services for any property development erected or to be erected thereon. Nor did we undertake archaeological, ecological or environmental surveys for the Properties. Our valuation is prepared on the assumptions that these aspects are satisfactory and that no extraordinary expenses or delays will be incurred during any future construction period. Should it be discovered that contamination, subsidence or other latent defects exists in the Properties or on adjoining or neighboring land or that the Properties had been or are being put to contaminated use, we reserve right to revise our opinion of value.

We have relied very considerable extent on the information provided by the Group and have accepted advices given to us on such matters, in particular, but not limited to tenure, planning approvals, statutory notices, easements, particulars of occupancy, size and floor areas and all other relevant matters in the identification of the Properties. The plans including but not limited to location plan, site plan, lot index plan, outline zoning plan, building plan if any, in the report are included to assist the reader to identify the Properties for reference only and we assume no responsibility for their accuracy.

We have had no reason to doubt the truth and accuracy of the information provided to us by the Group. We have also been advised by the Group that no material fact has been omitted from the information supplied. We consider that we have been provided with sufficient information to reach an informed view, and we have no reason to suspect that any material information has been withheld.

We do not accept a liability for any interpretation which we have placed on such information which is more properly the sphere of the legal advisers of the Group. Neither have we verified the correctness of any information supplied to us concerning the Properties.

REMARKS

We have valued the property interest in Renminbi (“**RMB**”).

We enclose herewith the summary of values and the “Property Particulars and Opinion of Value”.

Serena S. W. Lau

FHKIS, AAPI, MRICS, RPS(GP), MBA(HKU)

Managing Director

Jessie X. Chen

MRICS, MSc (Real Estate), BEcon

Associate Director

Ms. Serena S. W. Lau is a Registered Professional Surveyor (GP) with over 20 years' experience in valuation of properties in HKSAR, Macau SAR, mainland China and the Asia Pacific Region. Ms. Lau is a Professional Member of The Royal Institution of Chartered Surveyors, an Associate of Australian Property Institute, a Fellow of The Hong Kong Institute of Surveyors as well as a registered real estate appraiser in the PRC.

Ms. Jessie X. Chen is a Registered Professional Surveyor (Valuation) with over 7 years' experience in valuation of properties in HKSAR, Macau SAR, mainland China and the Asia Pacific Region. Ms. Chen is a Professional Member of The Royal Institution of Chartered Surveyors.

SUMMARY OF VALUES

	Market Value as at 30 November 2017 RMB
1. Property I An Industrial Complex held by GP Batteries China located at Gu Tang Ao Road, Gu Tang Ao Industrial District, Huihuan Town, Huizhou City, Guangdong Province, the PRC	39,700,000
2. Property II An Industrial Complex held by Huizhou Modern Battery located at Gu Tang Ao Road, Pao Lou Keng, Gu Tang Ao Industrial District, Huihuan Town, Huizhou City, Guangdong Province, the PRC	38,200,000
	<hr/>
Total:	77,900,000

PROPERTY PARTICULARS AND OPINION OF VALUE

No.	Property	Description and tenure	Particulars of occupancy	Market Value as at 30 November 2017 RMB
1.	An Industrial Complex held by GP Batteries China located at Gu Tang Ao Road, Gu Tang Ao Industrial District, Huihuan Town, Huizhou City, Guangdong Province, the PRC (“Property I”)	Property I comprises 3 parcels of land with a total site area of approximately 17,503.40 sq.m. (188,407 sq.ft.) on which a 2-storey, two 3-storey industrial buildings and a staff quarter and a canteen completed from about 1997 to 2004 are erected thereon. The total gross floor area of Property I is approximately 17,785.57 sq.m. (191,442 sq.ft.). The land use rights of Property I were granted for terms expiring from 10 November 2047 to 16 May 2053 for industrial use.	As advised, Property I is owner occupied for factories use as at the Valuation Date.	39,700,000 (RENMINBI THIRTY NINE MILLION AND SEVEN HUNDRED THOUSAND ONLY)

Notes:

1. Pursuant to three Stated-owned Land Use Right Certificates, the land use rights of Property I with a site area of approximately 17,503.40 sq.m. were granted to 金山電化工業(惠州)有限公司 (“GPB (China)”). Details are as follows:

Stated-owned Land Use Right Certificate	Issuance Date	Land Use	Land Use Right Term	Approximate Site Area (sq.m.)
惠府國用(97)字第13020600121號	22-Dec-1997	Industrial	10-Nov-2047	13,034.00
惠府國用(2003)字第13021400230號	03-Jun-2003	Industrial	16-May-2053	2,461.40
惠府國用(98)字第13021400036號	17-Aug-1998	Industrial	13-Mar-2048	2,008.00
Total:				17,503.40

2. Pursuant to four Building Ownership Certificates, the building ownerships of portion of Property I with a total gross floor area of approximately 17,325.57 sq.m. are vested in GPB (China).

Pursuant to the Building Ownership Certificate – 粵房字第3730739號, the building ownerships of the remaining portion of Property I with a total gross floor area of approximately 460.00 sq.m. (known as the “Staff Canteen”) are vested in 惠州市工業發展總公司. Pursuant to a sales & purchase agreement entered into between 惠州市工業發展總公司 and GPB (China) dated 9 January 1997, the Staff Canteen together with a factory was transferred to GPB (China). However, the Group has not yet obtained the building ownership certificate of the Staff Canteen. As advised by the Group’s PRC legal adviser, Guangdong

Lianrui Law Firm, the Staff Canteen is legally held by GPB (China) and can be transferred after obtaining the relevant title certificate. Therefore, we have taken into consideration the value of the Staff Canteen in our valuation.

Details of such certificates and agreement are as follows:

Building Ownership Certificates	Issuance Date	Registered Owner	Usage	Approx. Gross Floor Area (sq.m.)
粵房地證字第0920642號	13 June 1997	GPB (China)	Factory	6,159.11
粵房地證字第1308623號	28 July 1998	GPB (China)	Factory	4,990.35
粵房地證字第C2452947號	8 June 2004	GPB (China)	Factory	1,691.70
粵房地證字第1694019號	18 January 1998	GPB (China)	Staff Quarter	4,484.41
粵房字第3730739號 & Sales & Purchase Agreement	10 May 1993 9 January 1997	惠州市工業發展總公司	Staff Canteen	460.00
Total:				17,785.57

3. Property I is situated at south of Gu Tang Ao Industrial District in Huihuan Town, west of the national highway No. G205 (205國道，山深線). The subject locality comprises mainly industrial complexes, rural villages and various newly developed residential developments.
4. We have been provided with a legal opinion by the Group's PRC legal adviser, Guangdong Lianrui Law Firm (廣東聯睿律師事務所), regarding the legal title of Property I, which contains, inter alia, the followings:
 - (i) Property I is legally held by GPB (China);
 - (ii) GPB (China) is entitled to transfer, lease, mortgage or dispose of Property I freely in the market;
 - (iii) Property I is free from any mortgage or third parties' encumbrance; and
 - (iv) the locality of Property I has been re-zoned for composite use (mainly residential supplemented with commercial).

PROPERTY PARTICULARS AND OPINION OF VALUE

No.	Property	Description and tenure	Particulars of occupancy	Market Value as at 30 November 2017 RMB
2.	An Industrial Complex held by Huizhou Modern Battery located at Gu Tang Ao Road, Pao Lou Keng, Gu Tang Ao Industrial District, Huihuan Town, Huizhou City, Guangdong Province, the PRC (“Property II”)	<p>Property II comprises 3 parcels of industrial land with a total site area of approximately 29,953.00 sq.m. (322,144 sq.ft.) on which two two-storey, two three-storey industrial buildings and a three-storey staff quarter completed from about 1998 to 2002 are erected thereon.</p> <p>The total gross floor area of Property II is approximately 11,399.99 sq.m. (122,708 sq.ft.).</p> <p>The land use rights of Property II were granted for various terms expiring from 6 March 2047 to 14 November 2051 for industrial use.</p>	As advised, as at the Valuation Date, portion of Property II with a gross floor area of approximately 4,720.00 sq.m. is tenanted, while the remaining portion is owner-occupied for factories use. (Please refer to note 3 below for details)	38,200,000 (RENMINBI THIRTY EIGHT MILLION AND TWO HUNDRED THOUSAND ONLY)

Notes:

1. Pursuant to three Stated-owned Land Use Right Certificates, the land use rights of Property II with a total site area of approximately 29,953.00 sq.m. were granted to 惠州時代電池有限公司 (“Modern Battery”). Details are as follows:

Stated-owned Land Use Right Certificate	Issuance Date	Land Use	Land Use Right Term	Approximate Site Area (sq.m.)
惠府國用(2004)第13021400556號	24 June 2004	Industrial	14-Nov-2051	10,200.60
惠府國用(99)第13021400010號	18 January 1999	Industrial	06-Mar-2047	13,590.00
惠府國用(2009)第13021400002號	21 January 2009	Industrial	23-Nov-2048	6,162.40
Total:				29,953.00

2. Pursuant to five Building Ownership Certificates, the building ownerships of Property II with a total gross floor area of approximately 11,399.99 sq.m. are vested in Modern Battery. Details are as follows:

Building Ownership Certificates	Issuance Date	Usage	Approx. Gross Floor Area (sq.m.)
粵房地證字第C3079952號	06 September 2004	Factory	3,359.71
粵房地證字第1772353號	23 March 1999	Factory	4,146.36
粵房地證字第C2115444號	17 December 2003	Factory	2,280.60
粵房地證字第2184006號	10 January 2000	Factory	1,252.87
粵房地證字第C3112207號	06 September 2004	Staff Quarter	360.45
		Total:	11,399.99

3. Pursuant to a tenancy agreement entered into between Modern Battery (the “Lessor”) and TG China (the “Lessee”), portion of Property II with a gross floor area of approximately 4,720.00 sq.m. is leased to the Lessee for a term commencing on 16 July 2014 expiring on 15 July 2024 at a monthly rental for the first five years of RMB76,112 exclusive of management fee and service charges, and a rental for the last five years to be determined by the end of the fifth year. On 30 March 2016, the Lessor and the Lessee entered into a supplementary tenancy agreement pursuant to which the monthly rental had been reduced to RMB59,330 with effect from 1 April 2016.
4. Property II is situated at south of Gu Tang Ao Industrial District in Huihuan Town, west of the national highway No.G205 (205國道，山深線). The subject locality comprises mainly industrial complexes, rural villages and various newly developed residential developments.
5. We have been provided with a legal opinion by the Group’s PRC legal adviser, Guangdong Lianrui Law Firm (廣東聯睿律師事務所), regarding the legal title of Property II, which contains, inter alia, the followings:
- (i) Property II is legally held by Modern Battery;
 - (ii) Modern Battery is entitled to transfer, lease, mortgage or dispose of Property II freely in the market;
 - (iii) Property II is free from any mortgage or third parties’ encumbrance; and
 - (iv) the locality of Property II has been re-zoned for composite use (mainly residential supplemented with commercial).

1. FINANCIAL INFORMATION

The financial information of the Group for each of the year ended 31 March 2015, 2016 and 2017 and the six months ended 30 September 2017 are disclosed in the following documents which have been published on the website of the Stock Exchange and the Company's website:

- Interim report of the Company for the six months ended 30 September 2017 published on 14 December 2017 (pages 5 to 18)

<http://www.hkexnews.hk/listedco/listconews/SEHK/2017/1214/LTN20171214314.pdf>

http://www.goldpeak.com/pdf_eng/interim/20171214%20interim%20report_E.pdf

- Annual report of the Company for the year ended 31 March 2017 published on 27 July 2017 (pages 48 to 136)

<http://www.hkexnews.hk/listedco/listconews/SEHK/2017/0727/LTN20170727415.pdf>

http://www.goldpeak.com.hk/pdf_eng/annual/GPIH%20AR17.pdf

- Annual report of the Company for the year ended 31 March 2016 published on 28 July 2016 (pages 45 to 136)

<http://www.hkexnews.hk/listedco/listconews/SEHK/2016/0728/LTN20160728560.pdf>

http://www.goldpeak.com/pdf_eng/annual/2016%20GPIH_EW00040.pdf

- Annual report of the Company for the year ended 31 March 2015 published on 29 July 2015 (pages 40 to 130)

<http://www.hkexnews.hk/listedco/listconews/SEHK/2015/0729/LTN20150729430.pdf>

http://www.goldpeak.com.hk/pdf_eng/annual/20150729_GPIH%20annual%20report_E.pdf

2. INDEBTEDNESS

At the close of business on 31 December 2017, being the latest practicable date for the purpose of this indebtedness statement prior to the printing of this circular, the Group had outstanding borrowings of approximately HK\$3,135.1 million which are not guaranteed by the Company. These borrowings comprised obligations under finance leases at fixed interest rates secured by the Group of approximately HK\$1.2 million and unsecured bank borrowings at fixed interest rate of approximately HK\$75.9 million and floating interest rates of approximately HK\$3,058.0 million.

As at 31 December 2017, the Group had contingent liabilities in aggregate of approximately HK\$24.1 million in respect of (i) letter of guarantee issued by a bank in favour of a customer of the Group for due performance of the Group under the Group's contract with the said customer; and (ii) guarantee given to a bank in respect of

banking facilities extended to an associated company. Foreign currency amounts have been translated into Hong Kong dollars at the rates of exchange at the close of business on 31 December 2017.

Save as aforesaid, there are no charges on any assets of the Group.

Save as aforesaid or as otherwise disclosed herein, and apart from intra-group liabilities, none of the companies in the Group had any debt securities, borrowings or indebtedness in the nature of borrowing including bank overdrafts and liabilities under acceptances (other than normal trade bills) or acceptance credits or other similar indebtedness, debentures, mortgages, charges, hire purchase commitments, guarantees or other contingent liabilities at the close of business on 31 December 2017.

3. WORKING CAPITAL

The Directors are of the opinion that, taking into account the Group's available credit facilities, cash on hand and the proceeds from the Disposal, the Group will, in the absence of unforeseeable circumstances, have sufficient working capital for its present requirements for at least 12 months from the date of this circular.

4. FINANCIAL AND TRADING PROSPECTS

During the year ended 31 March 2017, KEF, a renowned loudspeaker brand owned by GP Industries and its subsidiaries ("**GP Industries Group**"), collaborated with Porsche Design, a world-renowned premium brand, to launch the headphones and Bluetooth speaker series which received encouraging response from the market. The partnership has enabled KEF to open up new market segments which will be a new channel for business development. KEF will continue to focus on growing the new media product category for the fast growing market while maintaining its leading position in the premium loudspeaker market.

Celestion, a premium professional speaker driver brand owned by GP Industries Group, will continue with its strategy to expand its business in professional speaker drivers for the installed music system market while strengthening its leadership in the premium guitar speaker driver and portable public address speaker driver market.

The automotive wire harness business has successfully penetrated deeper into the China domestic market, striving a more balanced sales ratio between the China and overseas markets. It will continue to diversify its product applications to tap new business opportunities. Looking forward, the business segment will keep on expanding from the tier-2 automotive component supplier business to the tier-1 market for direct supply to automotive manufacturers. To cope with the steady growth, the Group has a plan to build a new factory to cater for the additional production capacity needed for future development.

Global demands for primary batteries and Nickel Metal Hydride rechargeable batteries were slow-growing. The unsold capacity within the industry drove keen competition on price. The increase in commodity price will also impact on GP Batteries' manufacturing costs. An increase in sales of portable PowerBank was recorded following the growing popularity of mobile gadgets. However, rapid price erosion in this market segment remains a challenge.

To mitigate the rising labour costs in China, GP Batteries has been actively diversifying its manufacturing bases to the nearby regions. At the same time, it has also consolidated the smaller plants with the larger ones for economies of scale. The Group believes the strategy of enhancing productivity and streamlining operations will effectively control production costs and improve turnover in the near future.

Consumer demand for the Group's products is expected to gradually strengthen in the US and demand in China is expected to remain stable. Consumer demand in Europe is expected to gradually regain some growth from the current lower level. However, appreciation of Renminbi and increases in the prices of certain metals and components are expected to affect the profit margin for some of the Group's businesses.

GP Batteries' new production capacity in Malaysia is contributing to its business growth.

The Group will continue to enhance the competitiveness of its businesses by investing in technology, new product development, further automating the Group's factories and to continue building the Group's brands and distribution networks in key markets.

On 10 August 2017, GP Industries announced that, subject to and contingent upon the fulfilment of certain pre-condition (the "**Pre-Condition**"), GP Industries intended to make a voluntary conditional cash offer (the "**Offer**") for all the issued ordinary shares of GP Batteries ("**GP Batteries Shares**"), other than the GP Batteries Shares already owned or agreed to be acquired by GP Industries as at the date of the Offer. On 22 September 2017, the Pre-Condition to the Offer was fulfilled and GP Industries' firm intention to make the Offer was announced. The formal offer document dated 6 October 2017 containing the terms and conditions of the Offer (the "**Offer Document**") was despatched to the shareholders of GP Batteries on the same date. The Offer was conditional upon the 90 per cent. Acceptance Condition (as defined in the Offer Document) being satisfied.

On 31 October 2017, the 90 per cent. Acceptance Condition was satisfied and the Offer was declared unconditional in all respects on the same date. On 6 November 2017, it was further announced that GP Industries was entitled to, and would in due course, exercise its right of compulsory acquisition under Section 215(1) of the Companies Act, Chapter 50 of Singapore to compulsorily acquire all the GP Batteries Shares held by GP Batteries shareholders who had not accepted the Offer.

On 22 December 2017, the Company announced that with the completion of GP Industries' compulsory acquisition of all the GP Batteries Shares held by the GP Batteries shareholders who have not accepted the Offer and GP Batteries has been delisted from the Official List of The Singapore Exchange Securities Trading Limited with effect from 9:00 a.m. on 27 December 2017.

To the best of the Directors' knowledge, information and belief having made reasonable enquires, there is no special trade factors or risks which are not mentioned elsewhere in this circular and which are unlikely to be known or anticipated by the general publish, and which could materially and adversely affect the profits of the Group for the year ending 31 March 2018.

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the 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 the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. DIRECTORS' AND CHIEF EXECUTIVE'S INTERESTS IN SECURITIES OF THE COMPANY AND ITS ASSOCIATED CORPORATIONS

As at the Latest Practicable Date, the interests and short positions of the directors and the chief executive of the Company in the shares, underlying shares and debentures of the Company and any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO) or which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which were required, pursuant to Appendix 10 "Model Code for Securities Transactions by Directors of Listed Issuers" ("**Model Code**") contained in the Listing Rules to be notified to the Company and the Stock Exchange were as follows:

(a) Interests in shares of the Company (long positions)

As at the Latest Practicable Date, the interests of the directors and the chief executive in the ordinary shares of the Company were as follows:

Name of director	Number of ordinary shares held Personal interests	Percentage of issued share capital of the Company %
Victor LO Chung Wing	169,985,888	21.66
LEUNG Pak Chuen	4,575,114	0.58
Richard KU Yuk Hing	2,629,684	0.34
Andrew CHUANG Siu Leung	677,855	0.09
Brian LI Yiu Cheung	300,000	0.04
LUI Ming Wah	—	—
Frank CHAN Chi Chung	—	—
CHAN Kei Biu	—	—
Karen NG Ka Fai	40,646,524	5.18

(b) Interests in shares of the Company's associated corporations (long positions)

As at the Latest Practicable Date, the direct beneficial interests of the directors and the chief executive in the shares of Gold Peak Industries (Taiwan) Limited ("GPIT"), a 79.6%-owned subsidiary of GP Industries Limited ("GP Ind"), and GP Ind, an 85.47%-owned subsidiary of the Company, were as follows:

Name of director	Number of ordinary shares and percentage of their issued share capital held			
	GPIT		GP Ind	
	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>
Victor LO Chung Wing	–	–	300,000	0.06
LEUNG Pak Chuen	–	–	1,608,000	0.33
Richard KU Yuk Hing	200,000	0.10	340,000	0.07
Andrew CHUANG Siu Leung	–	–	155,000	0.03
Brian LI Yiu Cheung	–	–	1,465,000	0.30
LUI Ming Wah	–	–	–	–
Frank CHAN Chi Chung	–	–	–	–
CHAN Kei Bui	–	–	–	–
Karen NG Ka Fai	–	–	–	–

Save as disclosed above, as at the Latest Practicable Date, none of the directors, the chief executive or their associates had any interest in the securities of the Company or any of its associated corporations as defined in SFO.

As at the Latest Practicable Date, none of the directors, chief executive, their spouses or children under the age of 18 had any right to subscribe for the securities of the Company, or had exercised any such right.

Save as disclosed above, as at the Latest Practicable Date, none of the directors or chief executive of the Company had any interest or short position in the shares, underlying shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO) or which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which were required, pursuant to the Model Code, to be notified to the Company and the Stock Exchange.

Save as disclosed above, as at the Latest Practicable Date, neither the Company nor any of its subsidiaries was a party to any arrangement to enable the directors or the chief executive of the Company or their respective associates to acquire benefits by means of acquisition of shares in, or debentures of, the Company or any other body corporate.

3. SUBSTANTIAL SHAREHOLDERS

As at the Latest Practicable Date, the following persons (not being a director or chief executive of the Company) had an interest or short position in the shares or underlying shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who was, directly or indirectly, interested in 5% or more of any class of share capital carrying rights to vote in all circumstances at general meetings of the Company:

Name of shareholder	Capacity	Number of ordinary shares held	Percentage of issued share capital of the Company
TO May Mee	Beneficial owner	81,888,764 (Note 1)	10.44%
Jessica NG Sheen Fai	Beneficial owner	40,646,524 (Note 1)	5.18%
Ring Lotus Investment Limited (“ Ring Lotus ”)	Interests of controlled corporation	60,288,143 (Note 2)	7.68%
HSBC International Trustee Limited (“ HSBC Trustee ”)	Trustee	60,288,143 (Note 2)	7.68%

Notes:

1. Madam TO May Mee and Ms. Jessica NG Sheen Fai are the mother and sister, respectively, of Ms. Karen NG Ka Fai, a non-executive director of the Company.
2. According to the two corporate substantial shareholder notices filed by Ring Lotus and HSBC Trustee respectively, HSBC Trustee was deemed to be interested in 60,288,143 shares in its capacity as the trustee of these shares, which were in turn owned by Ring Lotus, a company wholly-owned by HSBC Trustee, as interests of controlled corporation.

Save as disclosed above, as at the Latest Practicable Date, the directors and the chief executive of the Company are not aware of any person (other than a director or chief executive of the Company) who had any interest or short position in the shares or underlying shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who was, directly or indirectly,

interested in 5% or more of any class of the issued share capital carrying rights to vote in all circumstances at general meetings of the Company.

4. DIRECTORS' INTERESTS IN CONTRACTS AND ASSETS

No contract or arrangement in which any of the Directors is materially interested and which is significant in relation to the business of the Group subsisted as at the Latest Practicable Date.

As at the Latest Practicable Date, none of the Directors (or proposed Directors) had any direct or indirect interests in any assets which had been, since 31 March 2017 (being the date to which the latest published audited accounts of the Group were made up), acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group.

5. DIRECTORS' INTERESTS IN COMPETING BUSINESS

As at the Latest Practicable Date, none of the Directors or chief executive of the Company or their respective close associates had any interest in a business which competes or may compete, either directly or indirectly, with the business of the Group.

6. SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors has existing or proposed service contract with the Company or any member of the Group (excluding contracts expiring or determinable by the Group within one year without payment of compensation (other than statutory compensation)).

7. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Group within the two years immediately preceding the date of this circular and are or may be material:

- (a) a sale and purchase agreement dated 28 December 2016 entered between Dongguan Chao Ba Batteries Co., Ltd. ("**Dongguan Chao Ba**"), a wholly-owned subsidiary of GP Batteries, Dongguan Zhong Dun Industrial Co., Ltd and Guangdong Dongguan Machinery Import and Export Co. Ltd. in relation to the disposal of Dongguan Chao Ba's property at a cash consideration of RMB105 million (approximately HK\$117.1 million);
- (b) On 17 May 2017, Ningbo GP Pairdeer Batteries Co., Ltd ("**Ningbo GP**"), an indirect 70%-owned subsidiary of GP Batteries has been awarded the tender for the land located at No. 6, East Mingfeng Road, Jiangbei Gaoxin Park, Jiangbei district in Ningbo, Zhejiang Province, the PRC from Ningbo (Jiangbei) Hi-Tech

Industrial Park. The consideration payable for the acquisition is RMB122.6 million (approximately HK\$138.5 million);

- (c) a supplemental agreement dated 27 June 2017 entered between Dongguan Chao Ba, a wholly-owned subsidiary of GP Batteries and Dongguan Zhong Dun Industrial Co., Ltd. in relation to the amendment of certain terms of the sale and purchase agreement dated 28 December 2016;
- (d) a sale and purchase agreement dated 29 December 2017 entered between Gold Peak Industries (Taiwan) Limited (“GPIT”), a 79.6%-owned subsidiary of GP Batteries, and Hong Yu Management Consultancy Company Limited in relation to the disposal of GPIT’s property at a cash consideration of NT\$260 million (or approximately HK\$67.7 million);
- (e) the Disposal Agreements; and
- (f) the construction agreement dated 5 January 2018 entered into between Ningbo GP, an indirect 76%-owned subsidiary of GP Batteries and Ningbo Construction Group Co., Ltd in relation to the construction of the factory premises at the Ninbo (jianbei) Hi-Tec Industrial Park at the cash consideration of RMB70 million (or approximately HK\$84 million).

8. EXPERT’S CONSENT AND QUALIFICATION

The following is the name and qualification of the expert who has given opinions or advices which are contained in this circular:

Name	Qualification
RHL Appraisal Limited (“RHL”)	Professional property valuer

RHL has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letters and reports and references to its name in the form and context in which they respectively appear.

As at the Latest Practicable Date, RHL did not have any shareholding in any member of the Group nor did it have any right or option (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for or to nominate persons to subscribe for securities in any member of the Group, nor did it have any direct or indirect interests in any assets which had been, since 31 March 2017 (being the date to which the latest published audited accounts of the Group were made up), acquired or disposed of by, or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group.

9. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 March 2017, being the date to which the latest published audited financial statements of the Group were made up.

10. LITIGATION

As at the Latest Practicable Date, neither the Company nor any of its subsidiaries was engaged in any litigation or arbitration of material importance and no litigation nor claim of material importance is pending or threatened against the Company or any of its subsidiaries.

11. GENERAL

- (a) The secretary of the Company is Mr. WONG Man Kit who is a fellow member of both the Hong Kong Institute of Certified Public Accountants and the Hong Kong Institute of Chartered Secretaries.
- (b) The registered office of the Company is at 9/F, Building 12W, 12 Science Park West Avenue, Hong Kong Science Park, New Territories, Hong Kong.
- (c) The share registrar and transfer office of the Company is Tricor Abacus Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.
- (d) The English text of this circular shall prevail over the Chinese text in case of any inconsistency.

12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the registered office of the Company from the date of this circular up to and including 14 February 2018:

- (a) the articles of association of the Company;
- (b) the contracts referred to in the paragraph headed "Material Contracts" in this appendix;
- (c) the annual reports of the Company for the financial years ended 31 March 2015, 2016 and 2017;
- (d) the interim report of the Company for the six months ended 30 September 2017;
- (e) the property valuation report prepared by RHL Appraisal Limited, the text of which is set out in Appendix I to this circular;

- (f) the consent letter from RHL Appraisal Limited referred to in the paragraph headed “Expert’s Consent and Qualification” in this appendix;
- (g) a circular of the Company dated 5 September 2017 in relation to the possible acquisition of shares in GP Batteries by GP Industries; and
- (h) this circular.

NOTICE OF GENERAL MEETING

金山工業(集團)有限公司 Gold Peak Industries (Holdings) Limited

(Incorporated in Hong Kong under the Companies Ordinance)

(Stock Code: 40)



NOTICE IS HEREBY GIVEN THAT a general meeting (the “**General Meeting**”) of Gold Peak Industries (Holdings) Limited (the “**Company**”) will be held at Tang Room, 3/F, Sheraton Hong Kong Hotel & Towers, 20 Nathan Road, Kowloon, Hong Kong at 10:30 a.m. on Wednesday, 14 February 2018 for the purpose of considering and, if thought fit, passing with or without amendments the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the terms and conditions of the Disposal Agreements I (as defined in the circular of the Company dated 30 January 2018 (the “**Circular**”) and a copy of which has been produced to the meeting marked “A” and signed by the chairman of the General Meeting for the purpose of identification) be and hereby approved, ratified and confirmed;
- (b) all transactions contemplated under the Disposal Agreements I and the implementation thereof be and are hereby approved, ratified and confirmed; and
- (c) any one director of the Company be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and to do all such acts or things as that director may in his absolute discretion deem appropriate to give effect to the Disposal Agreements I and the transactions contemplated thereunder.”

2. “**THAT:**

- (a) the terms and conditions of the Disposal Agreements II (as defined in the Circular and a copy of which has been produced to the meeting marked “B” and signed by the chairman of the General Meeting for the purpose of identification) be and hereby approved, ratified and confirmed;
- (b) all transactions contemplated under the Disposal Agreements II and the implementation thereof be and are hereby approved, ratified and confirmed; and

NOTICE OF GENERAL MEETING

- (c) any one director of the Company be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and to do all such acts or things as that director may in his absolute discretion deem appropriate to give effect to the Disposal Agreements II and the transactions contemplated thereunder.”

By the order of the Board
WONG Man Kit
Company Secretary

Hong Kong, 30 January 2018

Registered Office:

9/F, Building 12W

12 Science Park West Avenue

Hong Kong Science Park

New Territories

Hong Kong



www.goldpeak.com

NOTICE OF GENERAL MEETING

Notes:

1. A form of proxy for use at the General Meeting is enclosed.
2. Any member entitled to attend and vote at the General Meeting convened by the above notice is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him. A proxy need not be a member of the Company.
3. Where there are joint registered holders of any share, any one of such persons may vote at the General Meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; but if more than one of such joint holders be present at the General Meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members in respect of such share shall alone be entitled to vote in respect thereof.
4. The form of proxy and the power of attorney, if any, under which it is signed or a notarially certified copy of such power of attorney must be deposited at the registered office of the Company at 9/F, Building 12W, 12 Science Park West Avenue, Hong Kong Science Park, New Territories, Hong Kong as soon as possible and in any event, not less than 48 hours before the time appointed for the holding of the General Meeting or any adjourned meeting (as the case may be) and in default, the proxy shall not be treated as valid. Completion and return of the form of proxy shall not preclude members from attending and voting in person at the General Meeting or any adjourned meeting should they so wish.
5. As at the date of this notice, the Board consists of Messrs. Victor LO Chung Wing (Chairman & Chief Executive), LEUNG Pak Chuen, Richard KU Yuk Hing, Andrew CHUANG Siu Leung and Brian LI Yiu Cheung as Executive Directors, Messrs. LUI Ming Wah, Frank CHAN Chi Chung and CHAN Kei Biu as Independent Non-Executive Directors and Ms. Karen NG Ka Fai as Non-Executive Director.