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## **ESSEX BIO-TECHNOLOGY LIMITED**

**億勝生物科技有限公司**

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

**(Stock Code: 1061)**

### **CONVERTIBLE LOAN FROM INTERNATIONAL FINANCE CORPORATION**

On 6 July 2016, the Company entered into the Convertible Loan Agreement with IFC, pursuant to which IFC agreed to lend, and the Company agreed to borrow, the Convertible Loan in an aggregate principal amount of HK\$150,000,000 at an interest rate of 1.9% per annum.

Subject to the terms of the Convertible Loan Agreement, IFC has the right to convert all or any part of the outstanding principal amount of the Convertible Loan into Conversion Shares at a Conversion Price of HK\$5.90 per Share (subject to adjustments as set out in the Convertible Loan Agreement) at any time after the date of the Disbursement and prior to the Maturity Date, provided that if the Company fails to repay the Convertible Loan on the Maturity Date in accordance with the terms of the Convertible Loan Agreement, IFC may continue to exercise its right to convert all or any part of the outstanding principal amount of the Convertible Loan up to and including the date on which the Company has repaid the Convertible Loan in full.

On the assumption that the Convertible Loan would be converted into Conversion Shares in full at the Conversion Price of HK\$5.90 per Share, the aggregate principal amount of the Convertible Loan of HK\$150,000,000 is convertible into approximately 25,423,728 Conversion Shares, which represent approximately 4.54% of the issued share capital of the Company as at the date of this announcement and approximately 4.35% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares (without taking into account any Shares which may be issued by the Company including Shares which may fall to be issued pursuant to the exercise of options under the Share Option Scheme).

The net proceeds of the Convertible Loan (after deducting the fees and expenses in relation to the obtaining of the Convertible Loan) are estimated to be approximately HK\$145,500,000, which are intended to be utilised to finance the Company's strategic investment in and development of the Group's biopharmaceutical business and general working capital requirements.

The Conversion Shares will be allotted and issued under the general mandate approved by the Shareholders at the annual general meeting of the Company held on 9 May 2016.

Application will be made by the Company to the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

## **INTRODUCTION**

On 6 July 2016, the Company entered into the Convertible Loan Agreement with IFC, pursuant to which IFC agreed to lend, and the Company agreed to borrow, the Convertible Loan in an aggregate principal amount of HK\$150,000,000 at an interest rate of 1.9% per annum.

## **CONVERTIBLE LOAN AGREEMENT**

The principal terms of the Convertible Loan Agreement are summarized below:

Date: 6 July 2016

Parties: (i) IFC, as lender; and  
(ii) the Company, as borrower

Principal Amount: HK\$150,000,000

Interest: The outstanding principal of the Convertible Loan will bear interest at a rate of 1.9% per annum. Interest period of the Convertible Loan shall be a period of six months in each case beginning on an Interest Payment Date and ending on the day immediately before the next following Interest Payment Date, except that the first interest period shall begin on the date of the Disbursement and end on the day immediately before the next following Interest Payment Date and the last interest period shall begin on the Interest Payment Date immediately before the Maturity Date and end on the Maturity Date. Interest shall accrue from day to day, be pro-rated on the basis of a 360-day year for the actual number of days in the relevant interest period and be payable in arrears on the Interest Payment Date immediately following the end of that interest period or, as applicable, on the Maturity Date.

- Disbursement:** The Company may request for the Disbursement by delivering to IFC, at least 10 Business Days prior to the proposed date of the Disbursement, a disbursement request. The Company may not request for more than one Disbursement.
- Maturity Date:** The date falling on the fifth anniversary of the date of the Disbursement, provided that if the Maturity Date would otherwise fall on a day that is not a Business Day, the Maturity Date shall instead fall on the immediately preceding Business Day.
- Repayment:** Subject to the terms of the Convertible Loan Agreement, the Company shall repay the outstanding principal amount of the Convertible Loan on the Maturity Date, together with the Make Whole Premium (if any).
- Prepayment:** Without prejudice to certain clauses in the Convertible Loan Agreement, unless otherwise agreed in writing by IFC, the Company shall, within 10 days following the occurrence of a Change of Control, prepay the outstanding principal amount of the Convertible Loan, together with accrued interest, the Make Whole Premium (if any), Increased Costs (if any) thereon and all other amounts payable under the Convertible Loan Agreement, including the amount of Unwinding Costs payable if the prepayment is not made on an Interest Payment Date.
- Conversion:** Subject to the terms of the Convertible Loan Agreement, IFC has the right to convert all or any part of the outstanding principal amount of the Convertible Loan into Conversion Shares at any time after the date of the Disbursement and prior to the Maturity Date, provided that if the Company fails to repay the Convertible Loan on the Maturity Date in accordance with the terms of the Convertible Loan Agreement, IFC may continue to exercise its right to convert all or any part of the outstanding principal amount of the Convertible Loan up to and including the date on which the Company has repaid the Convertible Loan in full.
- Conversion Price:** The Conversion Price is initially is HK\$5.90 per Share, subject to customary adjustments for, amongst others, consolidation, subdivision or reclassification of Shares, capitalisation of profits or reserves, distributions, rights issues of Shares or options over Shares, rights issues of other securities and issues at less than current market price (except for issue of Shares or other securities pursuant to the Share Option Scheme) as set forth in the Convertible Loan Agreement.

The Conversion Price of HK\$5.90 per Share represents:

- (i) a premium of approximately 47.1% of the closing price of HK\$4.01 per Share as quoted on the Stock Exchange on 6 July 2016, being the date of the Convertible Loan Agreement;
- (ii) a premium of approximately 46.0% of the average closing price of HK\$4.04 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the date of the Convertible Loan Agreement; and
- (iii) a premium of approximately 46.0% of the average closing price of HK\$4.04 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the date of the Convertible Loan Agreement.

The Conversion Price of HK\$5.90 per Share was arrived at after arm's length negotiations between the Company and IFC with reference to factors including, but without limitation to, the recent trading price of the Shares on the Stock Exchange and the market conditions.

Lock-up period: There is no restriction on the dealings in the Conversion Shares by IFC.

Ranking of the Conversion Shares: The Conversion Shares will rank pari passu with and, carry the same rights in all respects as, the Shares in issue.

## **CONDITIONS OF DISBURSEMENT OF THE CONVERTIBLE LOAN**

The obligation of IFC to make Disbursement is subject to the fulfilment of a number of conditions, including the following key conditions that:

- (i) IFC has received a certificate of incumbency and authority from the Company, together with copies of the memorandum and articles of association, statutory registers, resolutions and power of attorney (if any) referred to in such certificate of incumbency and authority;
- (ii) the Company has obtained, and provided to IFC copies of, all necessary authorisations in relation to the approval and execution of the Convertible Loan Agreement and the Policy Agreement and all such authorisations are in full force and effect and, to the extent that the Stock Exchange has imposed conditions under the Listing Approval, each such condition has been satisfied or waived;

- (iii) IFC has received a legal opinion covering matters relating to the Convertible Loan or the Disbursement;
- (iv) IFC has received copies of all insurance policies required, and a certification of the Company's and its subsidiaries' insurers or insurance agents confirming that such policies are in full force and effect and all premiums then due and payable under those policies have been paid;
- (v) IFC has received the commitment fee, front-end fee, where such fees are required to be paid before the date of the Disbursement as specified in the Convertible Loan Agreement and reimbursement of all invoiced fees and expenses of IFC's counsels or confirmation that those fees and expenses have been paid directly to those counsels;
- (vi) IFC has received a copy of the authorisation to the auditors of the Company which authorises such auditors to communicate with IFC in the presence of the Company in relation to issues related to the audit reports of the Company and its subsidiaries;
- (vii) IFC has received a solvency certificate from the chief financial officer of the Company;
- (viii) the Company has delivered to IFC a letter in the prescribed form as set out in the Convertible Loan Agreement or other evidence reasonably satisfactory to IFC of appointment of an agent for service of process;
- (ix) (i) the Company has implemented an environmental and social management system acceptable to IFC; and (ii) the Company has completed such action items due by the date of the Disbursement as set out in the action plan concerning specific social and environmental measures to be undertaken by the Company and its subsidiaries to IFC's reasonable satisfaction;
- (x) IFC has received an up-to-date copy of a certificate of good standing in respect of the Company;
- (xi) the Company has delivered to IFC an action plan in respect of improving the compliance of the respective operations of the Company and its subsidiaries with the Good Manufacturing Practice for Pharmaceutical Products (2010 Revision) published by the Ministry of Health of the People's Republic of China in form and substance reasonably acceptable to IFC;
- (xii) no event of default or no potential event of default as set out in the Convertible Loan Agreement has occurred and is continuing;
- (xiii) the proceeds of the Disbursement are needed by the Company for the purposes described in the Convertible Loan Agreement;

- (xiv) nothing has occurred since the date of the Convertible Loan Agreement which has or could reasonably be expected to have a Material Adverse Effect;
- (xv) the Company and its subsidiaries have not incurred any material loss or liability (except such liabilities as may be incurred in accordance with a certain clause in the Convertible Loan Agreement) since 31 December 2015;
- (xvi) the representations and warranties made by the Company under the Convertible Loan Agreement remain true and correct on and as at the date of the Disbursement; and
- (xvii) after giving effect to the Disbursement, the Company would not be in violation of (i) its memorandum and articles of association; (ii) any provision contained in any document to which it is a party or by which it is bound, where such violation has or could reasonably be expected to have a Material Adverse Effect; or (iii) any applicable law, authorisation or agreement or other document binding on it directly or indirectly limiting or otherwise restricting its borrowing or guarantee power or authority or its ability to borrow or guarantee.

## **APPLICATION FOR LISTING**

Application will be made by the Company to the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Stock Exchange.

## **LISTING APPROVAL**

If the Listing Approval has not been obtained by the Long Stop Date and the Company has provided with IFC evidence of its application for the Listing Approval and the Stock Exchange's response to such application, the Convertible Loan Agreement shall terminate immediately after the Long Stop Date. Such termination shall be without prejudice to any Person's accrued rights and obligations at the date of the termination and any legal or equitable remedies of any kind which may accrue in connection therewith.

## **USE OF PROCEEDS**

The net proceeds of the Convertible Loan (after deducting the fees and expenses in relation to the obtaining of the Convertible Loan) are estimated to be approximately HK\$145,500,000, which are intended to be utilised to finance the Company's strategic investment in and development of the Group's biopharmaceutical business and general working capital requirements.

## EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

On the assumption that the Convertible Loan would be converted into Conversion Shares in full at the Conversion Price of HK\$5.90 per Share, the aggregate principal amount of the Convertible Loan of HK\$150,000,000 is convertible into approximately 25,423,728 Conversion Shares, which represent approximately 4.54% of the issued share capital of the Company as at the date of this announcement and approximately 4.35% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares (without taking into account any Shares which may be issued by the Company including Shares which may fall to be issued pursuant to the exercise of options under the Share Option Scheme).

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, assuming that there is no change in the issued share capital of the Company prior to the conversion of the Convertible Loan, the shareholding structure of the Company (i) as at the date of this announcement; and (ii) assuming full conversion of the aggregate principal amount of the Convertible Loan at the Conversion Price of HK\$5.90 per Share, will be as follows:

Shareholders	As at the date of this announcement		Assuming full conversion of the Convertible Loan at the Conversion Price of HK\$5.90 per Share	
	<i>No. of Shares</i>	<i>Approximate %</i>	<i>No. of Shares</i>	<i>Approximate %</i>
Mr. Ngiam Patrick	146,479,000	26.18	146,479,000	25.04
Mr. Ngiam Benjamin	144,554,000	25.83	144,554,000	24.71
Dynatech Ventures Pte Ltd ( <i>Note 1</i> )	6,666,667	1.19	6,666,667	1.14
Directors (other than Mr. Ngiam Patrick) ( <i>Note 2</i> )	7,607,450	1.36	7,607,450	1.30
IFC	–	–	25,423,728	4.35
Other Shareholders	254,233,883	45.44	254,233,883	43.46
Total	<u>559,541,000</u>	<u>100</u>	<u>584,964,728</u>	<u>100</u>

### Notes:

- (1) 6,666,667 Shares were held by Dynatech Ventures Pte Ltd which was wholly owned by Essex Investment (Singapore) Pte Ltd, which in turn was owned by Mr. Ngiam Patrick and Mr. Ngiam Benjamin in equal shares.
- (2) Amongst these 7,607,450 Shares, 4,738,300 Shares were registered in the name of Mr. Fang Haizhou and 2,869,150 Shares were registered in the name of Mr. Zhong Sheng.
- (3) Ms. Lauw is the spouse of Mr. Ngiam Patrick (an executive Director) and is deemed to be interested in the Shares in which Mr. Ngiam Patrick is interested/deemed to be interested in.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE CONVERTIBLE LOAN AGREEMENT**

As the proceeds of the Convertible Loan will be utilised to finance the Company's strategic investment in and development of the Group's biopharmaceutical business and general working capital requirements, the Directors are of the view that the entering into of the Convertible Loan Agreement would allow the Company to raise additional funds for the Group's business. Furthermore, it is contemplated that the capital base of the Company would be enlarged and strengthened upon conversion of the Convertible Loan (in part or in full).

The Directors (including the independent non-executive Directors) consider that the terms of the Convertible Loan Agreement (including, but without limitation to, the Conversion Price) are on normal commercial terms, fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

## **POLICY AGREEMENT**

Upon the first conversion of all or any part of the outstanding principal of the Convertible Loan into Conversion Shares, the Company and IFC shall enter into the Policy Agreement.

Pursuant to the Policy Agreement, the Company will give certain covenants and undertakings to IFC in respect of, among others, (i) prohibition of Sanctionable Practices; (ii) implementation of action plan concerning specific social and environmental measures to be undertaken by the Company and its subsidiaries and periodic review of the form of the annual monitoring report in respect of specific social, environmental and developmental impact reporting requirements of the Company; (iii) not amending the aforesaid action plan concerning specific social and environmental measures in any material respect without the prior written consent of IFC; (iv) prohibition of activities prohibited by resolutions of the United Nations Security Council under Chapter VII of the United Nations Charter; (v) prohibition of transactions with or through Shell Banks; (vi) insurance coverage; and (vii) compliance with appropriate internal policies and controls for AML/CFT.

Furthermore, the Company will have certain reporting and disclosure obligations in relation to the compliance by the Company of IFC's policy reporting covenants. Such reporting and disclosure obligations include, among others, that the Company shall, subject to the Listing Rules and other applicable laws, notify IFC in accordance with the Policy Agreement:

- (i) upon becoming aware of any litigation or investigations or proceedings which have or may reasonably be expected to have a Material Adverse Effect;
- (ii) upon becoming aware of any criminal investigations or proceedings against the Company or any related party; and
- (iii) any social, labour, health and safety, security or environmental incident, accident or circumstance having, or which could reasonably be expected to have, a Material Adverse Effect.

## **GENERAL MANDATE TO ALLOT AND ISSUE THE CONVERSION SHARES UPON CONVERSION OF THE CONVERTIBLE LOAN**

At the annual general meeting of the Company held on 9 May 2016, a general mandate was approved by the Shareholders (“**General Mandate**”) pursuant to which the Company is authorised to allot, issue and deal with a maximum of 111,908,200 Shares.

Prior to the date of this announcement, no Shares or convertible securities have been issued by the Company pursuant to the General Mandate. The Conversion Shares, being a maximum of 25,423,728 Shares to be issued upon the conversion of the Convertible Loan in full based on the Conversion Price of HK\$5.90 per Share, will be allotted and issued under the General Mandate. Accordingly, the issue of Conversion Shares is not subject to approval by the Shareholders.

## **EQUITY FUND RAISING ACTIVITIES OF THE COMPANY IN THE PAST TWELVE MONTHS**

The Company has not conducted any equity fund raising activities in the past twelve months prior to the date of this announcement.

## **INFORMATION ON THE GROUP AND IFC**

The Group is principally engaged in the manufacturing, selling, marketing and distribution of biopharmaceutical products.

IFC, being a member of the World Bank Group, is the largest global development institution focused exclusively on the private sector in developing countries. Established in 1956, IFC is owned by 184 member countries, a group that collectively determines their policies. IFC’s work in more than 100 developing countries allows companies and financial institutions in emerging markets to create jobs, generate tax revenues, improve corporate governance and environmental performance, and contribute to their local communities.

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, IFC is a third party independent of the Company and its connected persons.

## DEFINITIONS

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

- “Affiliate” with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, that Person (for the purposes of this definition, “control” means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of 30% or more of the voting share or equity capital of a Person is deemed to constitute control of that Person, and “controlling” and “controlled” have corresponding meanings)
- “AML/CFT” anti-money laundering and combating the financing of terrorism
- “Board” the board of Directors
- “Business Day” a day when banks are open for business in Hong Kong and New York, New York
- “Change of Control” means any of the following:
- (i) Mr. Ngiam Patrick, Mr. Ngiam Benjamin and Ms. Lauw, as a group, for any reason ceases to own, directly and indirectly (through their Affiliates):
    - (A) at any time prior to the Permitted Dilution Event, at least 40%; and
    - (B) at any time on or after the Permitted Dilution Event, at least 35%,of both the economic and voting interests in the Company’s share capital (determined on a fully diluted basis), and for the purpose of this paragraph (i), the “**Permitted Dilution Event**” means the consummation of an acquisition permitted under the Convertible Loan Agreement with the consideration payable in whole or in part by the Company in the form of Shares that causes Mr. Ngiam Patrick, Mr. Ngiam Benjamin and Ms. Lauw, as a group, to own, directly and indirectly (through their Affiliates), less than 40% of both the economic and voting interests in the Company’s share capital (determined on a fully diluted basis);

- (ii) Mr. Ngiam Patrick, Mr. Ngiam Benjamin and Ms. Lauw, as a group, at any time and for any reason ceases to be the single largest direct and indirect shareholder of the Company (determined on a fully diluted basis); or
- (iii) any Person (other than Mr. Ngiam Patrick, Mr. Ngiam Benjamin and Ms. Lauw) by itself and/or through its Affiliates shall have obtained the power (whether or not exercised) to appoint a majority of the Board

“Company”	Essex Bio-Technology Limited ( 億勝生物科技有限公司 ) , a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
“connected person”	has the meaning ascribed to it under the Listing Rules
“Conversion Price”	the price per Share, which initially is HK\$5.90, subject to adjustments as set forth in the Convertible Loan Agreement
“Conversion Shares”	the Shares to be allotted and issued by the Company to IFC upon a conversion of the Convertible Loan (or the relevant part thereof) in accordance with the terms and conditions of the Convertible Loan Agreement
“Convertible Loan”	the convertible loan in the aggregate principal amount of HK\$150,000,000 to be made available by IFC to the Company pursuant to the Convertible Loan Agreement, or as the context requires, its principal amount from time to time outstanding
“Convertible Loan Agreement”	the convertible loan agreement dated 6 July 2016 and entered into between the Company and IFC in relation to the Convertible Loan
“Director(s)”	director(s) of the Company
“Disbursement”	the disbursement of the Convertible Loan
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“IFC”	International Finance Corporation, an international organisation established by Articles of Agreement among its member countries including the People’s Republic of China
“Increased Costs”	the amount certified in a certificate for Increased Costs (provided from time to time by IFC) to be the net incremental costs of, or reduction in return to, IFC in connection with the making or maintaining of the Convertible Loan that result from certain events or circumstances in connection with (i) certain change in any applicable law or in its interpretation or application by relevant authority; or (ii) compliance with certain request from, or requirement of, any central bank or other monetary or other authority as specified in the Convertible Loan Agreement
“Interest Payment Date”	means 15 June and 15 December in each year
“IRR”	the internal rate of return of a specified percentage per annum on IFC’s investment in the Company pursuant to the Convertible Loan calculated from the date of the Disbursement, and compounded annually, taking into account both the timing and the amounts of all interest (but excluding default interest) accrued on that portion of the Convertible Loan (if any) that has not been converted into Conversion Shares and such amount of front-end fee received by IFC as adjusted pro rata and attributable to such portion of the Convertible Loan that has not been converted into Conversion Shares
“Listing Approval”	the Stock Exchange’s written approval of the listing of, and permission to deal in, any and all Conversion Shares once allotted and issued to IFC as contemplated under the Convertible Loan Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	means 31 August 2016 or such other date as the Company and IFC may agree in writing from time to time

“Make Whole Premium”	an amount, calculated by IFC, which would yield an IRR for IFC on the principal amount of the Convertible Loan repaid or prepaid of (i) 6% per annum or, (ii) in relation to a prepayment following the occurrence of a Change of Control, 8% per annum, calculated from the date of the Disbursement and ending on the date of such repayment or prepayment, as the case may be
“Material Adverse Effect”	a material adverse effect on (i) the business, operations, property, liabilities, condition (financial or otherwise) of the Group (taken as a whole) or the carrying on of the Company’s or any of its subsidiaries’ business or operations taken as a whole; (ii) the implementation of the borrowing of the Convertible Loan by the Company and any conversion of all or any part of the outstanding principal amount of the Convertible Loan; or (iii) the ability of the Company to comply with its obligations under the Convertible Loan Agreement and (when entered into) the Policy Agreement
“Maturity Date”	the date falling on the fifth anniversary of the date of the Disbursement, provided that if the Maturity Date would otherwise fall on a day that is not a Business Day, the Maturity Date shall instead fall on the immediately preceding Business Day
“Mr. Ngiam Benjamin”	Mr. Ngiam Mia Kiat Benjamin (嚴名杰) who is a substantial shareholder of the Company
“Mr. Ngiam Patrick”	Mr. Ngiam Mia Je Patrick (嚴名熾) who is a substantial shareholder, executive Director and the chairman of the Company
“Ms. Lauw”	Ms. Lauw Hui Kian (劉慧娟) who is the spouse of Mr. Ngiam Patrick
“Policy Agreement”	policy agreement that may be entered into between the Company and IFC
“Person”	any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organisation, authority or any other entity whether acting in an individual, fiduciary or other capacity

“Sanctionable Practices”	any corrupt practice, fraudulent practice, coercive practice, collusive practice or obstructive practice, as those terms are defined and interpreted in accordance with the anti-corruption guidelines which are included in an annexure to the Convertible Loan Agreement
“Share(s)”	ordinary share(s) of the Company, having a par value of HK\$0.10 each
“Shareholder(s)”	the shareholder(s) of the Company
“Share Option Scheme”	the share option scheme conditionally adopted by the Company on 3 May 2013
“Shell Bank”	a bank incorporated in a jurisdiction in which it has no physical presence and which is not an Affiliate of a regulated bank or a regulated financial group
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules
“Unwinding Costs”	<p>the amount payable to IFC by the Company that IFC from time to time notifies to the Company as being the amount of costs, expenses or losses incurred by IFC’s as a result of the Company:</p> <ul style="list-style-type: none"> <li>(i) failing to borrow in accordance with the disbursement request made pursuant to the terms of the Convertible Loan Agreement;</li> <li>(ii) failing to prepay in accordance with the terms of the Convertible Loan Agreement;</li> <li>(iii) prepaying all or any portion of the Convertible Loan on a date other than an Interest Payment Date; or</li> <li>(iv) after acceleration of the Convertible Loan, repaying all or a portion of the Convertible Loan on a date other than an Interest Payment Date.</li> </ul>

“World Bank Group”

means, individually or collectively, the International Bank for Reconstruction and Development, the International Development Association, the International Finance Corporation, the Multilateral Investment Guarantee Agency, and the International Centre for Settlement of Investment Disputes

“%”

per cent

On behalf of the Board  
**Essex Bio-Technology Limited**  
**Ngiam Mia Je Patrick**  
*Chairman*

Hong Kong, 6 July 2016

*Executive directors of the Company as at the date of this announcement are Mr. Ngiam Mia Je Patrick, Mr. Fang Haizhou and Mr. Zhong Sheng. Independent non-executive directors of the Company as at the date of this announcement are Mr. Fung Chi Ying, Mr. Mauffrey Benoit Jean Marie and Ms. Yeow Mee Mooi.*