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**VERY SUBSTANTIAL DISPOSAL
IN RELATION TO THE DISPOSAL OF
THE ENTIRE EQUITY INTERESTS IN THE PFM HK BUSINESS**

Joint financial advisers to the Company



THE SALE AND PURCHASE AGREEMENT

The Board is pleased to announce that on 26 November 2021 (after trading hours), the Seller, the Company and the Purchaser entered into the Sale and Purchase Agreement, pursuant to which the Seller conditionally agreed to sell, and the Purchaser conditionally agreed to acquire, the Share Capital, representing 100% of the equity interest in the Target Company, which in turn holds the entire equity interests of the Disposal Group, at a cash Consideration of HK\$539 million. The Disposal Group is principally engaged in the provision of PFM HK Business. Upon Completion, members of the Disposal Group will cease to be subsidiaries of the Company.

PROPOSED DECLARATION OF SPECIAL DIVIDEND

Subject to the Completion and the Company's compliance with the applicable legal requirements in Bermuda at the time, the Board intends to declare the Special Dividend of approximately HK\$300 million, to the Shareholders whose names appear on the register of members of the Company on a record date to be determined. The Special Dividend will be paid out of the net proceeds from the Disposal in accordance with the Company's by-laws. For illustration, based on the 504,850,000 shares (including 424,850,000 Shares and 80,000,000 Convertible Preference Shares) in issue as at the date of this announcement, the Special Dividend would be approximately HK\$0.59 per Share/per Convertible Preference Share.

A further announcement in respect of the details of the Special Dividend, including but not limited to the closure date of the register of members of the Company, the record date for determining entitlements to receive the Special Dividend and the pay-out date for the Special Dividend, will be made by the Company when appropriate.

IRREVOCABLE UNDERTAKINGS

Champ Key Holdings Limited (a company wholly-owned by Mrs. Chu Yuet Wah), being the controlling shareholder of the Company holding approximately 53.08% of the issued Shares in the Company as at the date of this announcement, and Mrs. Chu Yuet Wah has entered into the Irrevocable Undertakings in favour of the Purchaser to, respectively, vote and procure that Champ Key Holdings Limited vote in favour of the resolution to be proposed at the SGM to approve the Disposal and the transactions contemplated under the Sale and Purchase Agreement.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratio(s) calculated in accordance with the Listing Rules in respect of the Sale and Purchase Agreement and the Disposal exceeds 75%, the Disposal constitutes a very substantial disposal of the Company which is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

GENERAL

The SGM will be convened and held for Shareholders to consider and, if thought fit, approve the Sale and Purchase Agreement and the transactions contemplated thereunder.

A circular containing, among other things, further information on the Disposal, the notice of the SGM and other information as required under the Listing Rules is expected to be despatched to the Shareholders on or before 17 December 2021.

Warning: The payment of the Special Dividend is subject to, among other things, the Completion. The Completion is conditional on certain conditions precedent being fulfilled (or waived). Accordingly, the Disposal may or may not materialize. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

INTRODUCTION

The Board is pleased to announce that on 26 November 2021 (after trading hours), the Seller, the Company and the Purchaser entered into the Sale and Purchase Agreement, pursuant to which the Seller conditionally agreed to sell, and the Purchaser conditionally agreed to acquire, the Share Capital, representing 100% of the equity interest in the Target Company, which in turn holds the entire equity interests of the Disposal Group, at a cash Consideration of HK\$539 million. The Disposal Group is principally engaged in the provision of PFM HK Business. Upon Completion, members of the Disposal Group will cease to be subsidiaries of the Company.

SALE AND PURCHASE AGREEMENT

The principal terms and conditions of the Sale and Purchase Agreement are set out below:

Date 26 November 2021

Parties (i) the Seller;
(ii) the Company; and
(iii) the Purchaser

The Directors confirm that, to the best of their knowledge, information and belief, having made all reasonable enquiries, the Purchaser and its ultimate beneficial owners are third parties independent of the Company and connected persons of the Company (as defined in the Listing Rules).

Assets to be disposed of The entire equity interests of the members of the Disposal Group through the disposal of the Share Capital.

Consideration and settlement The consideration for the Disposal of the Share Capital shall be HK\$539 million (the “**Consideration**”), and will be settled in cash upon Completion. By Completion, if the Remaining Group’s guarantees of certain bonds comprised in the Shared Facilities of the Disposal Group remain, the Purchaser may defer payment of that part of the Consideration equal to deposits paid by the Disposal Group to secure such bonds until 10 business days after the release of those guarantees and those Shared Facilities are fully segregated.

The Consideration was determined after arm's length negotiations between the Purchaser and the Company having taken into account (i) historical financial performance of the Disposal Group with reference to its adjusted net profit of approximately HK\$38 million for the year ended 31 December 2020 (after the deduction of one-off government subsidies granted under the Anti-epidemic fund which amounted to approximately HK\$81 million and adjustment for certain corporate overhead and listed company expenses non-attributable to the Disposal Group in the future from the net profit of the Disposal Group which amounted to approximately HK\$113 million); (ii) future prospect of the property and facility management industry and the Disposal Group which is expected to remain stable; and (iii) price to earnings ratio ("**P/E Ratio**") of comparable listed companies (based on net profit of the companies after the exclusion of one-off government subsidies granted under the Anti-epidemic fund), including FSE Lifestyle Services Limited (stock code: 0331), Modern Living Investments Holdings Limited (stock code: 8426) and Wecon Holdings Limited (stock code: 1793), ranging from approximately 5 times to 18 times. The P/E Ratio of the Disposal implied by the Consideration is approximately 14 times, which falls within the range of the abovementioned comparable companies.

**Conditions
Precedent**

Completion is conditional upon the following conditions being satisfied or waived:

- (i) the Transaction Documents and the transactions contemplated under the Sales and Purchase Agreement having been approved in accordance with the relevant laws and regulations regarding the supervision and administration of state-owned assets of the PRC;
- (ii) the completion of the procedure of the filing for record of the valuation of the subject matters of the transactions contemplated under the Sales and Purchase Agreement in accordance with the relevant laws and regulations regarding valuation of state-owned assets of the PRC;
- (iii) the Shareholders having duly passed resolutions approving and authorizing (a) the execution of and performance of its obligations under the Sale and Purchase Agreement and any other Transaction Documents to which the Company is a party, in accordance with Chapter 14 of the Listing Rules and (b) the change of name of the Company such that it shall not contain the word "Synergis", "昇捷" (or anything confusingly similar thereto);

- (iv) the Seller and/or the Company having delivered to the Purchaser documentary evidence showing that none of the names of any member of the Remaining Group (except where such member is a company established under the laws of the PRC) contains the word “Synergis”, “昇捷” (or anything confusingly similar thereto);
- (v) to the extent that the consummation of the transactions contemplated under the Transaction Documents is prohibited, restricted or conditioned under, or grants the counterparty a termination right in respect of, any customer contract of any member of the Disposal Group with a contract value of HK\$10 million or more or any lease, or certain banking facilities of the Disposal Group, the Seller having delivered to the Purchaser written consent (in form and substance reasonably satisfactory to the Purchaser) from (a) each such customer or (b) each such landlord or (c) each such lender (as the case may be), such that the relevant customer, landlord and lender shall have consented to the consummation of the transactions contemplated under the Transaction Documents and agreed not to exercise any right (whether termination or otherwise) arising by reason of such transactions;
- (vi) the Trademark Assignment Deed having been duly executed by the Seller and the Company as assignor and SPM as assignee, whereby each of the Seller and the Company shall assign all of the trademarks held under its respective name to SPM, in form and substance reasonably satisfactory to the Purchaser;
- (vii) the Seller and the Purchaser having obtained evidence to their reasonable satisfaction that upon Completion, (a) the performance bonds and other obligations of members of the Disposal Group underlying the Shared Facilities are not guaranteed by members of the Remaining Group and/or their affiliates, and (b) the performance bonds and other obligations of members of the Remaining Group underlying the Shared Facilities are not guaranteed by any member of the Disposal Group;

- (viii) in respect of any insurance policies as at the date of the Sales and Purchase Agreement which relate to the Disposal Group but are not in the name of a members of the Disposal Group, the members of the Disposal Group having taken out replacement insurance policies (or having been added to the scope of insured persons under the existing policies in the name of a member of the Disposal Group) on such coverage and on other terms reasonably satisfactory to the Purchaser;
- (ix) all persons who are not an employee of any of the member of the Disposal Group as at Completion having been removed from the list of insured persons under group term life insurance of Synergis Management Services Limited;
- (x) all Intercompany Accounts having been fully and finally settled;
- (xi) the consummation of the transactions as contemplated under the Transaction Documents shall not have been restrained, enjoined or otherwise prohibited by any applicable law;
- (xii) there having been no event or transaction occurring prior to Completion which, individually or in the aggregate, had or could reasonably be expected to have, a Material Adverse Change;
- (xiii) the representations and warranties of each Warrantor having remained true, correct, accurate and not misleading in all respects as of the date of Completion with the same force and effect as if made on the date of Completion (except for the representations and warranties specified to be made only on other dates); and
- (xiv) each Warrantor having complied in all respects with its covenants and obligations under the Sale and Purchase Agreement which are required to be complied with by it on or prior to Completion.

The Purchaser may in its absolute discretion waive either in whole or in part at any time by notice in writing to the Seller any of the Conditions, except paragraph (iii) above which is not capable of being waived, and paragraph (vii) above which may only be waived by written agreement of both the Seller and the Purchaser.

**Purchaser's Rights
to Terminate**

The Purchaser may, by written notice given to the Seller at Completion or any time prior to Completion, terminate the Sale and Purchase Agreement without liability on its part if:

- (i) any fact, matter or event (whether existing or occurring on or before the date hereof or arising or occurring afterwards) comes to the notice of the Purchaser at Completion or any time prior to Completion which:
 - (a) constitutes a material breach or non-performance by the Seller or the Company of any agreement, covenant, obligation or undertaking under the Sale and Purchase Agreement; or
 - (b) would constitute a breach of any of the warranties under the Sale and Purchase Agreement; or
- (ii) there has been any Material Adverse Change since the date of the Sale and Purchase Agreement.

All rights and obligations of the parties shall cease to have effect immediately upon termination of the Sale and Purchase Agreement, save that the claims arising out of any antecedent breach of the Sale and Purchase Agreement shall continue in force following termination of the Sale and Purchase Agreement (for whatever reason) and further save that termination of the Sale and Purchase Agreement (for whatever reason) shall be without prejudice to the respective rights and liabilities of each of the parties accrued prior to such termination.

**Restrictive
Covenants**

Each of the Warrantors undertakes to the Purchaser that it shall not, and shall cause its respective affiliates (excluding Mrs. Chu Yuet Wah and her affiliates (other than the Remaining Group)) not to, whether directly or indirectly (including through any third party), in any capacity, at any time during the period commencing from the date of Completion until the third anniversary of Completion:

- (i) own, manage, operate, participate in, invest in, carry on, be engaged in, be employed by, provide services to, be concerned or associated with, be interested in or in any way assist with, any business which is in competition with the PFM HK Business as carried out by any members of the Disposal Group as at the date of the Sale and Purchase Agreement in Hong Kong, provided that this shall not operate to restrict the provision of any security and cleaning services by the Remaining Group in Hong Kong which are solely ancillary to the ISP Business as carried out by the Remaining Group as at the date of the Sale and Purchase Agreement in Hong Kong;

- (ii) solicit any person who is or has at any time during the twelve (12) month period prior to Completion been, a customer or client of any member of the Disposal Group for the purpose of offering to such customer or client goods or services similar to or competing with those offered by any member of the Disposal Group in Hong Kong, or canvass or solicit any such person to terminate its business relationship with such member of the Disposal Group, provided that this shall not operate to restrict the provision of services (including ancillary services thereon) by the Remaining Group to such person in the course of its ISP Business as carried out by the Remaining Group as at the date of the Sale and Purchase Agreement; and
- (iii) employ, engage, offer to employ or engage, or otherwise facilitate the employment or engagement of any person earning a rate of remuneration, including benefits and bonuses, in excess of HK\$500,000 per annum and who is, or has at any time during the twelve (12) month period prior to Completion been, an employee, officer, consultant or director of any member of the Disposal Group, or induce any such employee to terminate his or her employment with any member of the Disposal Group, whether or not on behalf of any other business, unless otherwise contemplated under the transitional service agreement.

Guarantee

The Company unconditionally and irrevocably guarantees to the Purchaser the due and punctual performance and observance by the Seller of its obligations, undertakings, warranties and indemnities under or pursuant to the Sale and Purchase Agreement.

Completion

The Completion shall take place five business days following the satisfaction (to the extent not waived by the appropriate part(ies)) of all Conditions, other than those Conditions which by their nature may only be satisfied at Completion, but subject to the satisfaction of all Conditions (to the extent not waived by the appropriate Party(ies)) at Completion (or such other date to be agreed by the parties).

Upon Completion, members of the Disposal Group will cease to be subsidiaries of the Company.

FINANCIAL EFFECTS OF THE DISPOSAL

It is estimated that the Remaining Group will record, subject to audit, a gain of approximately HK\$446.7 million as a result of the Disposal, calculated by adding up (i) the Consideration after deducting relevant expenses and taxes; and less (ii) net assets of the Disposal Group which amounted to approximately HK\$85.3 million as at 30 June 2021.

Shareholders should note that the above paragraph is for illustrative purposes only. The actual gain or loss from the Disposal may be different and will be determined based on the financial position of the Company on the completion date and the review of the Company's auditors upon finalisation of the consolidated financial statements of the Company.

USE OF PROCEEDS

The net proceeds from the Disposal of approximately HK\$532 million (after deducting expenses and related taxes) is intended to be used as follows:

- (i) approximately HK\$180 million, representing approximately 33.8% of the net proceeds, will be used for the purchase of surety bonds or as cash deposits to fulfil funding and/or tendering requirements for potential and existing construction projects underlying the ISP Business. This can help increase the number and/or scale of tenders which the Remaining Group may participate in;
- (ii) approximately HK\$17 million, representing approximately 3.2% of the net proceeds, will be used for recruiting additional employees after Completion to support the development and expansion of the Remaining Group, as well as to replace certain staff for back office and support functions (which were historically shared between the PFM and the ISP business divisions) following Completion;
- (iii) approximately HK\$300 million, representing approximately 56.4% of the net proceeds, will be used for payment of the Special Dividend; and
- (iv) approximately HK\$35 million, representing approximately 6.6% of the net proceeds, will be used for general working capital of the Company.

PROPOSED DECLARATION OF SPECIAL DIVIDEND

Subject to Completion and the Company's compliance with the applicable legal requirements in Bermuda at the time, the Board intends to declare the Special Dividend of approximately HK\$300 million, to the Shareholders whose names appear on the register of members of the Company on a record date to be determined. The Special Dividend will be paid out of the net proceeds from the Disposal in accordance with the Company's bye-laws. For illustration, based on the 504,850,000 shares (including 424,850,000 Shares and 80,000,000 Convertible Preference Shares) in issue as at the date of this announcement, the Special Dividend would be approximately HK\$0.59 per Share/per Convertible Preference Share.

The Special Dividend will allow Shareholders to immediately realise substantial value from their shareholdings in the Company while continuing to be invested in the Company's remaining businesses. As the Special Dividend provides the opportunity for a substantial and immediate cash realization to the Shareholders from the outcome of the Disposal, the Board considers that the proposed distribution of the Special Dividend would, if materialized, be in the interests of the Company and the Shareholders as a whole. If the Disposal is not approved by the Shareholders, or does not complete, then the Special Dividend will not be paid.

A further announcement in respect of the details of the Special Dividend, including but not limited to the closure date of the register of members of the Company, the record date for determining entitlements to receive the Special Dividend and the pay-out date for the Special Dividend, will be made by the Company when appropriate.

GENERAL INFORMATION OF THE PARTIES TO THE SALE AND PURCHASE AGREEMENT

The Seller

Synergis Holdings (BVI) Limited, a company incorporated under the laws of the British Virgin Islands and a wholly-owned subsidiary of the Company. It is principally engaged in investment holding.

The Company

The Company is a company incorporated in Bermuda with limited liability, whose shares are listed on the Main Board of the Stock Exchange. The Group is principally engaged in the provision of PFM Business and ISP Business in Hong Kong, the PRC and Macau.

The Purchaser

The Purchaser is a wholly-owned subsidiary of China Resources Property Management Limited which is an independent third party to the Company in respect of the Disposal. China Resources Property Management Limited is incorporated in Hong Kong and is an indirect wholly-owned subsidiary of China Resources (Holdings) Company Limited which in turn is ultimately owned by 中國華潤有限公司 (China Resources Company Limited*), a State-owned enterprise in the PRC under the supervision of the State-owned Assets Supervision and Administration Commission of the State Council of the PRC. China Resources Property Management Limited is principally engaged in the provision of property management services for residential and commercial properties in Hong Kong.

GENERAL INFORMATION OF THE DISPOSAL GROUP

The Target Company

True Hope Group Limited is a company incorporated in the British Virgin Islands with limited liability, and a wholly owned subsidiary of the Company which in turn holds the entire equity interests of the Disposal Group. It is an investment holding company.

The Disposal Group

The rest of the Disposal Group consists of a number of indirect wholly-owned subsidiaries of the Company which are principally engaged in the provision of PFM HK Business.

Set out below is a summary of certain financial information of the Disposal Group extracted from its combined statements of profit or loss and other comprehensive income, prepared in accordance with the Hong Kong Financial Reporting Standards for the two years ended 31 December 2019 and 2020 and the six months ended 30 June 2020 and 2021:

	For the year ended 31 December		For the six months ended 30 June	
	2019	2020	2020	2021
	HK\$'000	HK\$'000	HK\$'000	HK\$'000
Profit before tax	36,091	120,344	29,336	22,188
Profit after tax (<i>Notes</i>)	30,027	113,484	26,204	18,782

Notes:

1. The profit after tax included corporate overhead and listed company expenses attributable to the Disposal Group.
2. The profit after tax for the year ended 31 December 2020 and for the six months ended 30 June 2020 and 2021 included government subsidies granted under the Anti-epidemic fund.

The net assets of the Disposal Group amounted to approximately HK\$85.3 million as at 30 June 2021.

REASONS FOR AND BENEFITS OF THE DISPOSAL

Having taken into consideration of the reasons for and benefits of the Disposal as set out below, the Directors are of the view that the terms of Disposal are fair and reasonable and in the interests of the Company and the Shareholders as a whole:

(i) The fairness and reasonableness of the Consideration

Given that (a) the Company recorded a loss after tax of the Group for the year ended 31 December 2020 (excluding the subsidies received under the government's anti-epidemic fund of approximately HK\$81 million); (b) and the Consideration represents a premium to the net assets value of the Disposal Group as at 30 June 2021, the Directors consider that the Disposal represents a valuable opportunity for the Group to realise the intrinsic value of the PFM Business.

(ii) The benefit of Disposal and future development of the ISP Business

Despite that the ISP Business incurred operating losses for year ended 31 December 2018 and 31 December 2020, such financial results were attributable to a number of one-off/isolated events and the Directors expect the ISP Business to pick up momentum as COVID-19 gradually recedes. Further to the disruption caused by the one-off social unrest and epidemic incidents in 2019 and 2020, respectively, the operation of the ISP Business has significantly improved after recovery of economy and implementation of cost control measures in 2021. When compared to the corresponding period in the last year, the ISP Business recorded increases in revenue and operating result of approximately 24.2% and approximately 98.6% for six months ended 30 June 2021, respectively.

Furthermore, according to the 2021 Hong Kong policy address, a number of development projects planned or under planning in the Northern Metropolis are estimated to provide about 350,000 residential units. An additional land parcel of approximately 600 hectares could be developed within the Northern Metropolis for residential and industry purposes, with an estimated provision of about 165,000 to 186,000 residential units. Upon the full development of the entire Northern Metropolis, a total of 905,000 to 926,000 residential units, including the existing 390,000 residential units in Yuen Long District and North District, will be available to accommodate a population of about 2.5 million. The Directors expect that above plan could also create substantial potential engagement opportunities for the ISP Business in the long run.

In addition, part of the proceeds from the Disposal is proposed to be deployed towards further strengthening the Remaining Group's competitive advantage with extra cash for the purchase of surety bonds and payment of upfront cost, which will enable the Remaining Group to tender for larger and/or more projects which in turn can contribute to increase in tender success rate and facilitate the expansion of the ISP Business. It is expected that the Remaining Group will be able to capture more business opportunities in the market when they arise, thereby benefiting the profitability of the Remaining Group.

(iii) The significant gain resultant from the Disposal

Upon Completion, it is proposed that a significant portion of the net proceeds will be used for the payment of a Special Dividend by the Company in cash to Shareholders. The Directors consider that the payment of the Special Dividend presents an opportunity for the Company's shareholders to recoup its investment costs in the Company, and partially realise the value of their shareholding and provide liquidity to the Shareholders, whilst continuing to retain their investment in the Company to enjoy return from the further development of the Group's remaining businesses. After taking into consideration of the existing cash flow of the Remaining Group, it is considered that the Company has sufficient cash resources to pay the Special Dividend upon Completion and such payment of Special Dividend will not have any material adverse effect on the financial position of the Remaining Group.

IRREVOCABLE UNDERTAKINGS

Champ Key Holdings Limited (a company wholly-owned by Mrs. Chu Yuet Wah), being the controlling shareholder of the Company holding approximately 53.08% of the issued Shares in the Company as at the date of this announcement, and Mrs. Chu Yuet Wah has entered into the Irrevocable Undertakings in favour of the Purchaser to, respectively, vote and procure that Champ Key Holdings Limited vote in favour of the resolution to be proposed at the SGM to approve the Disposal and the transactions contemplated under the Sale and Purchase Agreement.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratio(s) calculated in accordance with the Listing Rules in respect of the Disposal contemplated under the Sale and Purchase Agreement exceeds 75%, the Disposal constitutes a very substantial disposal of the Company which is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

GENERAL

The SGM will be convened and held for Shareholders to consider and, if thought fit, approve the Sale and Purchase Agreement and the transactions contemplated thereunder.

A circular containing, among other things, further information on the Disposal, the notice of the SGM and other information as required under the Listing Rules is expected to be despatched to the Shareholders on or before 17 December 2021.

Warning: The payment of the Special Dividend is subject to, among other things, the Completion. The Completion is conditional on certain conditions precedent being fulfilled (or waived). Accordingly, the Disposal may or may not materialize. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

“Board”	the board of Directors
“Company”	Synergis Holdings Limited, a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the main board of the Stock Exchange (Stock code: 2340)
“Completion”	completion of the Disposal in accordance with the terms of the Sale and Purchase Agreement

“Conditions”	the condition specified under the Sale and Purchase Agreement as set out in the section headed “Sale and Purchase Agreement — Conditions Precedent” in this announcement
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Convertible Preference Shares”	the unlisted restricted voting convertible preference shares of the Company of HK\$0.10 each that are currently in issue and convertible into 80,000,000 Shares at a conversion price of HK\$0.75 per Share, subject to adjustments, which have the same entitlement to dividend and other distribution as the holder of each Share and shall rank pari passu with the Shares as to dividend payments
“Directors”	the director(s) of the Company
“Disposal”	the disposal of the Share Capital as contemplated under the Sale and Purchase Agreement
“Disposal Group”	the indirect wholly-owned subsidiaries of the Company which are principally engaged in the provision of the PFM HK Business, being the Target Company and its direct/indirect wholly-owned subsidiaries, namely SynWave Supply & Services Limited, SPM, Synergis Management Services Limited, Synergis Facility Management Limited, SecurExpert Solutions Limited, Master Clean Service Limited, Laundrimate Service Limited, Service Pro Limited and SynWave Services Limited together with the “Synergis” trademarks
“Group”	the Company and its subsidiaries
“Intercompany Accounts”	the payables and receivables between the Disposal Group and the Remaining Group prior to Completion. As at 30 June 2021, the amount due from the Remaining Group to the Disposal Group was approximately HK\$34.1 million and the amount due from the Disposal Group to the Remaining Group was HK\$73.9 million
“Irrevocable Undertakings”	the deed of irrevocable undertakings entered into on 26 November 2021 by Mrs. Chu Yuet Wah and Champ Key Holdings Limited in favour of the Purchaser
“ISP Business”	interiors and special projects business of the Group in Hong Kong
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Long Stop Date”	31 March 2022, or such later date as may be agreed by the parties to the Sale and Purchase Agreement in writing
“Material Adverse Change”	any change, event, circumstance or other matter that has, or would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on (a) the ability of any of the Warrantors or any member of the Disposal Group to perform its respective obligations under the Sale and Purchase Agreement or any other Transaction Documents or (b) the business, assets and liabilities, financial condition, or results of operations of the Disposal Group, including without limitation when any of: (i) the aggregate amount of service fees receivable by the members of the Disposal Group under all current services contract; (ii) the aggregate number of employees engaged in the PFM HK Business; (iii) the aggregate working capital of the Disposal Group; and (iv) the net asset value of the Disposal Group falling below specified thresholds, as well as any act or omission materially detrimental to the business reputation and good standing of the Disposal Group regarding its principal business activities in Hong Kong
“percentage ratio”	has the meaning ascribed to it under the Listing Rules
“PFM Business”	property and facility management services of the Group (including the provision of ancillary services)
“PFM China Business”	the property and facility management services of the Group in the PRC (including the provision of ancillary services)
“PFM HK Business”	the property and facility management services of the Group in Hong Kong (including the provision of ancillary services)
“PRC”	the People’s Republic of China, which for the purpose of this announcement, shall exclude the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan
“Purchaser”	Central Luck Developments Limited, a wholly-owned subsidiary of China Resources Property Management Limited, which in turn is a Hong Kong company principally engaged in the provision of property management services for residential and commercial properties in Hong Kong, and is an indirect wholly-owned subsidiary of China Resources (Holdings) Company Limited

“Remaining Group”	remaining operations of the Group, being the ISP Business and the PFM China Business, upon the Completion
“Sale and Purchase Agreement”	the sale and purchase agreement dated 26 November 2021 and entered into among the Purchaser, the Seller and the Company in respect of the Disposal
“Seller”	Synergis Holdings (BVI) Limited, a company incorporated under the laws of the British Virgin Islands and a wholly-owned subsidiary of the Company
“SGM”	the special general meeting of the Company to be convened and held for the Shareholders to consider and, if thought fit, approve the Sale and Purchase Agreement and the transactions contemplated thereunder
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Share Capital”	100% equity interest of the Target Company
“Shared Facilities”	certain banking facilities shared by the Disposal Group and the Remaining Group
“Special Dividend”	an interim dividend of approximately HK\$0.59 per Share/per Convertible Preference Share proposed to be paid by the Company to the Shareholders in accordance with the Company’s bye-laws subject to Completion and the Company’s compliance with the applicable legal requirements in Bermuda
“SPM”	Synergis Property Management Limited, a company incorporated under the laws of Hong Kong and a member of the Disposal Group
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	True Hope Group Limited, which wholly owns the Disposal Group
“Trademark Assignment Deed”	deed of assignment to be duly executed by the Seller and the Company as assignor and SPM as assignee, under which each of the Seller and the Company assign all of the “Synergis” and “昇捷” related trademarks held under their respective name to SPM

“Transaction Documents”	Sale and Purchase Agreement, the Irrevocable Undertakings, the Trademark Assignment Deed, the Transitional Services Agreement, and any other agreement or document executed, issued or delivered pursuant to or in connection with the Sale and Purchase Agreement
“Warrantors”	the Seller and the Company
“%”	per cent

* *for identification only*

By order of the Board
SYNERGIS HOLDINGS LIMITED
Kingston Chu Chun Ho
Chairman

Hong Kong, 26 November 2021

As at the date of this announcement, the Board comprises Mr. Kingston Chu Chun Ho (Chairman) and Ms. Hui Suk Man (Deputy Chairman and Managing Director for the property and facility management) as Executive Directors; and Mr. Lau Man Tak, Mr. Eric Lee Hon Man and Mr. To Chun Wai as Independent Non-executive Directors.