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**TYSAN HOLDINGS LIMITED**  
*(Incorporated in Bermuda with limited liability)*  
**(Stock Code: 687)**

**DISCLOSEABLE TRANSACTION**  
**DISPOSAL OF INTERESTS IN WHOLLY-OWNED SUBSIDIARIES**

**EXTENSION OF TIME FOR PAYMENT OF DEPOSIT**  
**AND**  
**EXTENSION OF COMPLETION DATE**

Reference is made to the announcements of the Company dated 2 February 2015, 18 March 2015 and 20 April 2015 (the “**Announcements**”) in relation to the Disposal. Unless the context otherwise requires, capitalised terms used herein have the same meanings as those defined in the Announcements.

**THIRD SUPPLEMENTAL AGREEMENT**

On 18 May 2015, the Vendor and the Purchaser entered into a third supplemental agreement to the Agreement (the “**Third Supplemental Agreement**”) to (a) extend the time for the Purchaser’s payment of the Deposit from 30 April 2015 to on or before 11:00 a.m. on 27 May 2015; (ii) extend the Completion Date of the Disposal from 18 May 2015 to 18 August 2015 or such earlier date as the Vendor may notify the Purchaser in writing after the Vendor’s receipt of the full amount of the Deposit; and (iii) extend the long stop date of the Disposal from 1 June 2015 to 31 August 2015.

Pursuant to the Third Supplemental Agreement, if the Purchaser fails to pay the Deposit by 11:00 a.m. on 27 May 2015 and the Vendor terminates the Agreement pursuant to its terms, the Vendor will be entitled to claim compensation from the Purchaser for its loss (including but not limited to legal fees incurred in connection with the negotiation, execution and performance of the Agreement). If the Purchaser has only paid part of the Deposit by 11:00 a.m. on 27 May 2015 and the Vendor

terminates the Agreement pursuant to its terms, the Vendor will be entitled to forfeit such portion of the Deposit already paid by the Purchaser. If the amount of such portion of the Deposit is insufficient to cover the loss suffered by the Vendor (including but not limited to legal fees incurred in connection with the negotiation, execution and performance of the Agreement), the Vendor will be entitled to claim the shortfall from the Purchaser.

In addition, pursuant to the Third Supplemental Agreement, it is agreed that on the Completion Date, the Purchaser will pay to a company as designated by the Vendor a sum equivalent to the total rent receivable by the PRC Company in respect of the Property from 1 June 2015 to the Completion Date (both dates inclusive).

The extension under the Third Supplemental Agreement is primarily to cater for additional time needed by the Purchaser for payment arrangement.

Save for the amendments above and other related consequential amendments which are not material, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

By Order of the Board  
**TYSAN HOLDINGS LIMITED**  
**Wong Suk Han, Kitty**  
*Company Secretary*

Hong Kong, 18 May 2015

*As at the date of this announcement, the executive Directors are Mr. Fung Chiu Chak, Victor, Mr. Chiu Chin Hung and Mr. Lau Kin Fai; the non-executive Directors are Mr. Wang Tianbing, Mr. Stuart Morrison Grant, Mr. Yang Han Hsiang, Mr. Justin Wai and Mr. Law Yiu Fat Richard; and the independent non-executive Directors are Mr. Fan Chor Ho, Mr. Tse Man Bun, Mr. Lung Chee Ming, George and Mr. Li Kit Chee.*

*Company website: [www.tysan.com](http://www.tysan.com)*