



EUROPTRONIC GROUP LTD

(Company Registration Number 200009775K)

(Incorporated in the Republic of Singapore on 18 November 2000)

PROPOSED DISPOSAL OF NINE WHOLLY OWNED SUBSIDIARIES BY EUROPTRONIC GROUP LTD – SUPPLEMENTAL AGREEMENT DATED 5 JUNE 2015 TO THE SALE AND PURCHASE AGREEMENT DATED 16 APRIL 2015

Capitalised terms used herein shall have the definitions ascribed to them in the announcement dated 16 April 2015, unless otherwise stated or the context otherwise requires.

The Board of Directors of Europtronic Group Ltd (the “**Company**”) had, on 16 April 2015, announced that the Company and its wholly owned subsidiary, Europtronic (Suzhou) Co., Ltd (“**Europtronic Suzhou**”), had on 16 April 2015 entered into a conditional sale and purchase agreement of the same date with Mr. Tan Chee Kong (the “**Purchaser**”), Mr. Huang Shih-An, Mrs. Huang Chuang Shueh-Ou and Mr. Huang Chien-Hung (collectively, the “**Guarantors**”) relating to the proposed disposal of the Sale Entities, i.e. nine wholly owned subsidiaries of the Company, to the Purchaser (the “**Proposed Disposal**”).

The Company wishes to announce that the Company together with Europtronic Suzhou, had on 5 June 2015 entered into a supplemental agreement of the same date (the “**Supplemental Agreement**”) with the Purchaser and the Guarantors to vary, amend and/or modify the Sale and Purchase Agreement upon the terms and conditions of the Supplemental Agreement.

Under the Sale and Purchase Agreement, the Guarantors, being the existing Directors of the Company, had, severally and jointly, irrevocably and unconditionally guaranteed as primary obligor to the Company the due and punctual performance of the Purchaser of his undertakings in respect of the Outstanding Loan Amount. This guarantee which was provided by the Guarantors under the Sale and Purchase Agreement is general in nature. In the event that the Purchaser breaches any of his undertakings in respect of the Outstanding Loan Amount, the Company may have recourse against the Guarantors for either specific performance or damages suffered by the Company.

At the request of the Company, and pursuant to the Supplemental Agreement, the Guarantors have now, severally and jointly, guaranteed and undertaken to the Borrowing Entities, i.e. the Company and Europtronic Suzhou, as follows:-

- (i) should the Purchaser procure any of the Sale Entities to demand for the repayment of the entire or part of the Outstanding Loan Amount during the Restricted Period, the Guarantors shall repay the Outstanding Loan Amount on behalf of the Borrowing Entities; and
- (ii) should the Purchaser procure any of the Sale Entities to impose interest on the Outstanding Loan Amount during the Restricted Period, the Guarantors shall bear and pay such interest as imposed by any of the Sale Entities. The Borrowing Entities shall not be liable to indemnify the Guarantors in respect of any such payment of interest by the Guarantors,

(collectively, the “**Specific Obligations**”).

Save for the inclusion of the Specific Obligations of the Guarantors and that the guarantee provided by the Guarantors is now provided to both the Company and Europtronic Suzhou, all other terms and conditions of the Sale and Purchase Agreement remain unchanged and are in full force and effect.

Please refer to the Company's announcement dated 16 April 2015 for further information relating to the Proposed Disposal and the Outstanding Loan Amount.

A circular setting out information on the Proposed Disposal and enclosing the notice of extraordinary general meeting of the Company will be despatched by the Company to the shareholders in due course.

A copy of the Supplemental Agreement is available for inspection at the Company's registered office at 60 Kaki Bukit Place Eunos Techpark #01-10 Singapore 415979 during normal business hours for a period of three (3) months from the date of this announcement.

By Order of the Board
Europtronic Group Ltd

HUANG SHIH-AN
Non-Executive Chairman
5 June 2015