

ANWELL TECHNOLOGIES LIMITED

(Registration No. 200308707W)

UPDATE ON PROPOSED DISPOSAL OF OFFICE PREMISES IN HONG KONG

All capitalised terms used in this announcement, unless otherwise defined herein, shall have the same meanings as ascribed thereto in the announcement dated 14 July 2014 (the "Announcement").

1. INTRODUCTION

The board of directors of Anwell Technologies Limited ("**Company**") and its subsidiaries ("**Group**") refers to the Announcement regarding the proposed disposal of the Group's Property to the Purchaser. The Company wishes to provide an update as set out below.

2. THE DEPOSIT FOR THE PROPOSED DISPOSAL

The Purchaser has received the Initial Deposit and the Further Deposit for the Proposed Disposal from the Purchaser on 10 July 2014 and 22 July 2014 respectively for an aggregate sum of HK\$2,850,000.00.

3. THE FORMAL SPA

- 3.1 Further to and as provided for in the Provisional SPA dated 10 July 2014, the Company and the Purchaser have executed a Formal SPA on 22 July 2014 in respect of the Proposed Disposal.
- 3.2 The additional salient terms of the Formal SPA comprise, *amongst others*, the following:
- (a) The remaining amount of the Disposal Consideration of HK\$25,650,000.00 shall be paid no later than 5.00 p.m. on or before the Completion Date;
 - (b) The Completion Date of the Proposed Disposal shall take place no later than 5.00 p.m. on or before 29 September 2014;

- (c) The Company shall on legal completion assign the Property in the capacity as beneficial owner to the Purchaser or his nominee(s) or sub-purchaser(s);
- (d) The Company and the Purchaser have agreed that the relevant fees to be paid as follows:
 - (i) The ad valorem stamp duty and land registration fees payable on any previous agreement (if any) and the Formal SPA and the subsequent assignment shall be borne by the Purchaser solely; and
 - (ii) Each party shall pay its own solicitors' costs of and incidental to the preparation, completion and registration of the Formal SPA and the subsequent assignment,
- (e) The Company has warranted and declared that the Company has not received and is not aware of there being any notice or order from:
 - (i) any Government or other competent authority requiring the Company to demolish or reinstate any part of the Property; or
 - (ii) any Government or the Manager or the Management Committee of the building of which the Property forms part or other competent authority requiring the Company as one of the co-owners of the building of which the Property forms part to effect repair to any common part of the building,and has undertaken to notify the Purchaser in writing forthwith upon receipt of any of the aforesaid notice or order;
- (f) The Property shall as between the Company and the Purchaser be held at the Purchaser's risk with immediate effect upon the signing of the Formal SPA;
- (g) The Formal SPA shall prevent either the Company or the Purchaser from bringing an action and obtaining a decree for specific performance of the Formal SPA in the event of the neglect or refusal of either party to complete the said sale and purchase at the time and in manner as provided for in the Formal SPA;
- (h) The Formal SPA supersedes the Provisional SPA dated 10 July 2014 made between the Company and Purchaser;

- (i) The Purchaser shall prior to the signing of the Formal SPA make all necessary inspection of the Property and the Property is and will be sold to the Purchaser on an “as is” basis. No warranty is given by the Company as to the age state and condition of the Property and/or any building or buildings their composition or manner of construction or any installations thereof;
- (j) Should the Purchaser fail to complete the purchase of the Property in accordance with the terms and conditions contained in the Formal SPA or fail to pay the balance of the Disposal Consideration at the time and in manner as prescribed according to the terms in the Formal SPA, then any deposit paid shall be absolutely forfeited to the Company who may thereupon, by notice given to the Purchaser but without tendering an assignment to the Purchaser, rescind the sale;
- (k) Should the Company fail to complete the said sale and purchase in accordance with the terms and conditions contained in the Formal SPA then the said deposit and any further sum(s) of the money paid by the Purchaser shall forthwith be returned to the Purchaser but without prejudice to the right of the Purchaser to recover from the Company such further damages which the Purchaser may sustain by reason of the failure on the part of the Company to complete the said sale and purchase; and
- (l) Notwithstanding to any terms contained in the Formal SPA to the contrary, if the Company or the Purchaser fails and/or refuses to complete the Proposed Disposal in accordance with the terms of the Formal SPA, the defaulting party shall pay the stamp duty and estate agent’s commission payable on the Formal SPA and the Provisional SPA or any chargeable agreement for the Proposed Disposal and shall indemnify the other party for all claims, proceedings, loss and damage arising.

4. FINANCIAL EFFECTS OF THE PROPOSED DISPOSAL

The financial effects of the Proposed Disposal remain the same as disclosed in the Announcement.

5. VALUATION OF THE PROPERTY

As disclosed in the Announcement, the Company has commissioned a firm of valuer to undertake a survey and valuation of the Property. In accordance to the valuation report dated 16 July 2014 issued by C S Surveyors Limited, the

market value of the Property (on vacant possession basis) as at the date of valuation on 10 July 2014 stands at HK\$28,000,000.00.

The term “Market Value” means 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 where the parties had each acted knowledgeably, prudently and without compulsion.

6. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Formal SPA and the said valuation report dated 10 July 2014 will be made available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of this announcement.

Trading in the shares of the Company on the SGX-ST has been suspended as from 9 a.m. on 14 August 2013 and will remain suspended until further notice.

BY ORDER OF THE BOARD

Chan Kun Shuin

Lead Independent Director
Audit Committee Chairman

26 July 2014