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14.58(1)

KB KB

建滔集團有限公司

建滔積層板控股有限公司

(14...)

(1...)

Re e n e s ae to t o nt anno n e nt of KBH an KBL at 26 O tob 2016 an t a of KBL at 21 Noe b 2016 n e at on to t E st ng Cont n ng Conn t T ansa t on Agee e nts. T ann a a s ne t E st ng Cont n ng Conn t T ansa t on Agee e nts e e on 31 De b 2019. Ha ga n an , as t as a b , KBH an KBL e nt e nto t N Cont n ng Conn t T ansa t on Agee e nts an s t o t t P o os Ann a Ca s t e of fo t t ee e a s o e n ng on 1 Jan a 2020 an e n ng on 31 De b 2022 as o e a t a e s b n t s anno n e nt.

As at t at of t s anno n e nt, Ha ga n o ns a o at 39.03% of t ss s ae a ta of KBH an s t e fo e a onn t e son of KBH. KBH, e t o n e t , o ns a o at 68.96% of t ss s ae a ta of KBL an t e fo e KBL s a non- o o n s bs a of KBH. A o ng , t t ansa t ons ont at ne t N Cont n ng Conn t T ansa t on Agee e nts onst t t ont n ng onn t t ansa t ons of KBH ne C a t 14A of t L st ng R e s.

As t h gh st a abe ato (une Cha 14A of t L st ng R s) of t agge gat a ount on an annua bas s une t N KBH Pu as F a e o Agee e nt an N KBL Pu as F a e o Agee e nt fo e a of t t ee e a se n ng 31 D b 2020, 2021 an 2022 e de s 0.1% but s o e t an 5%, t t ansa t ons ont at une t N KBH Pu as F a e o Agee e nt an N KBL Pu as F a e o Agee e nt a e sub t to o an t t annua e e , e o t ng an announ e nt e ue e nts b KBH une Cha 14A of t L st ng R s but e f o t u a an t ne e ne nt s ae o e s' a o a ue e nts.

As t h gh st a abe e ntag ato (une Cha 14A of t L st ng R s) of t a ount on an annua bas s une t N KBL Su F a e o Agee e nt fo e a of t t ee e a se n ng 31 D b 2020, 2021 an 2022 e de s 0.1% but s o e t an 5%, t t ansa t ons ont at une t N KBL Su F a e o Agee e nt a e sub t to o an t t annua e e , e o t ng an announ e nt e ue e nts b KBH une Cha 14A of t L st ng R s but e f o t u a an t ne e ne nt s ae o e s' a o a ue e nts.

Ha ga n s a so e ga e as a onn e son of KBL. A o ng , t t ansa t ons ont at une t N KBL Su F a e o Agee e nt an t N KBL Pu as F a e o Agee e nt onst tut ont nu ng onn t ansa t ons of KBL une Cha 14A of t L st ng R s.

As t h gh st a abe e ntag ato (une Cha 14A of t L st ng R s) of t a ount on an annua bas s une t N KBL Su F a e o Agee e nt fo e a of t t ee e a se n ng 31 D b 2020, 2021 an 2022 e de s 0.1% but s o e t an 5%, t t ansa t ons ont at une t N KBL Su F a e o Agee e nt a e sub t to o an t t annua e e , e o t ng an announ e nt e ue e nts b KBL une Cha 14A of t L st ng R s but e f o t u a an t ne e ne nt s ae o e s' a o a ue e nts.

As t h gh st a abe e ntag ato (une Cha 14A of t L st ng R s) of t a ount on an annua bas s une t N KBL Pu as F a e o Agee e nt fo e a of t t ee e a se n ng 31 D b 2020, 2021 an 2022 e de s 0.1% but s o e t an 5%, t t ansa t ons ont at une t N KBL Pu as F a e o Agee e nt a e sub t to o an t t annua e e , e o t ng an announ e nt e ue e nts b KBL une Cha 14A of t L st ng R s but e f o t u a an t ne e ne nt s ae o e s' a o a ue e nts.

Cons e at on:

Tɦ ɗ at ɦ ɗɦ tɦ at a s ae to b ɯ ɗɦas b at a ɗ ɦ ɗɦ s not e ss fa o ɯ abe to tɦ KBH G oɯ tɦ an tɦ ɗ at ɦ ɗɦ tɦ KBH G oɯ ɯ ɗɦas s, o oɯ b abe to ɯ ɗɦas s a at a s f o ne e ne nt tɦ a te s ɦ a nge ga to tɦ q ɯant t an otɦ ɗon t ons of tɦ ɯ ɗɦas . To faɗ tat tɦ KBH G oɯ n e ct n ng tɦ e a ng a e t ɗ, tɦ KBH G oɯ ɗons e tɦ ɗ s off e b ne e ne nt tɦ a t sɯ e s of s a at a s (bas on s a a oɯnt an s a se ɗ f ɗat ons). In a t ɗɯ a, ɦ e a o at , tɦ e e ant ɯ ɗɦas ng e a t e nt of tɦ KBH G oɯ obta n q ɯotat ons f o ff e nt sɯ e s (botɦ tɦ Ha ga n G oɯ an tɦ ne e ne nt tɦ a t sɯ e s) an on to tɦ oe e nt of a e t ɗ f o t e to t e .

Tɦ Ha ga n G oɯ g ant a ɗe t e o of 60 a s to tɦ KBH G oɯ . Tɦ ɗons e at on b e tte n ɗasɦ.

14.58(4)
14A.68(4)

Tɦ tabe b o e ts oɯt tɦ ɦ sto ɗa f gɯe s an tɦ E st ng Annɯa Ca s ɯne tɦ E st ng KBH Pɯ ɗɦas F a e o Agee e nt an tɦ P o os Annɯa Ca s ɯne tɦ N KBH Pɯ ɗɦas F a e o Agee e nt.

31	2017	31	201		31	201	31 2020	31 2021	31 2022
					(30 201)	(31 201)			
(’000)		(’000)			(’000)		(’000)	(’000)	(’000)
520,000	493,118	572,000	565,709	629,000	415,749	554,332	610,000	640,000	672,000

: Tɦ s s a re st at f gɯe b st a gɦt- n ɯ t ɗat on f o tɦ aɗtɯa ɯ ɗɦas ɯ ng tɦ n n ontɦs e ne 30 S e b 2019.

Tɦ P o os Annɯa Ca s ɯne tɦ N KBH Pɯ ɗɦas F a e o Agee e nt e e e ct n tɦ e e ne to tɦ nt na e ɗt on of tɦ ɯ ɗɦas s ɦ a nge ga to ( ) tɦ ɦ sto ɗa a oɯnt of ɯ ɗɦas of at a s fo tɦ o ɯɗt on of PCBs sɯɗɦ as ɗo e ba s an b ts b tɦ KBH G oɯ f o tɦ Ha ga n G oɯ ; ( ) tɦ ant ɗ at g o tɦ n e an of sɯɗɦ at a s; ( ) tɦ ant ɗ at n e as n a e t ɗ of sɯɗɦ at a s; an ( ) nf at on. Tɦ P o os Annɯa Ca s fo tɦ N KBH Pɯ ɗɦas F a e o Agee e nt fo tɦ e a s e n ng 31 D ɗ b 2020, 2021 an 2022 a e ɗa ɗɯ at bas on: ( ) fo tɦ e a e n ng 31 D ɗ b 2020, tɦ e st at annɯa e a oɯnt n 2019 tɦ an annɯa g o tɦ at of 10%; an ( ) fo tɦ e a s e n ng 31 D ɗ b 2021 an 2022, an annɯa g o tɦ at of 5%. Tɦ KBH De ɗto s (n ɗ ɯ ng tɦ INEDs of KBH) a e of tɦ e tɦ at tɦ P o os Annɯa Ca s ɯne tɦ N KBH Pɯ ɗɦas F a e o Agee e nt a e fa an e asonabe .

14.58(5)
14A.68(4)

On 25 O·tob 2019, KBL e nt e nto a su f a e o agee e nt t Ha ga n (t) n e at on to t su of ·o e an a nat s b t KBL G7H7F3 1 Tf 8.231 0 TD 31 0 TD 31 0 TD 3142. D ta sat s TD 1 Agee e nt

On 25 Octob 2019, KBL e nt e nto a u has f a e o agee e nt t Ha ga n (t) ne at on to t u has of tan at a s fo t o u t on of a nat s su as bts an a n e s f o t Ha ga n G ou b t KBL G ou . D ta s of t N KBL Pu has F a e o Agee e nt ae s t out b o :

Dat : 25 Octob 2019 14.58(3)

Pa te s: (1) Ha ga n

(2) KBL

Natu e of t ansa t on: Pu suant to t N KBL Pu has F a e o Agee e nt, t KBL G ou agee s to u has tan at a s fo t o u t on of a nat s su as bts an a n e s f o t Ha ga n G ou . 14.60(1)

T a ount of at a s to b u has s not f e but s to b e e n an agee b t een t a te s f o t e to t e . T KBL G ou not b ob gat to u has a n u a ount of at a s f o t Ha ga n G ou an t Ha ga n G ou not b ob gat to s an s t q uant t of at a s to t KBL G ou u ng t e of t N KBL Pu has F a e o Agee e nt.

T a tua q uant t , se f at on an (t e e n to t e a ng a e t) of at a s su as bts an a n e s une t N KBL Pu has F a e o Agee e nt b sub e t to t n ua o e s a b t KBL G ou t t Ha ga n G ou .

T : T ee e a s f o 1 Janua 2020 to 31 D e b 2022, bot a s n usi e .

Cons e at on: T at t at a s ae to b u has b at a s note ss fa ou abe to t KBL G ou t an t at t KBL G ou u has s, o ou b abe to u has , s a at a s f o ne e ne nt t a te s a nge ga to t q uant t an ot on t ons of t u has . To fa tat t KBL G ou n e n ng t e a ng a e t , t KBL G ou ons e t s off e b ne e ne nt t a t su e s of s a at a s (bas on s a a ount an s a se f at ons). In a t u a , e a o at , t e e ant u has ng e a t e nt of t KBL G ou obta n q uotat ons f o ff e nt su e s (bot t Ha ga n G ou an t ne e ne nt t a t su e s) an on to t oe e nt of a e t f o t e to t e .

T Ha ga n G ou g ant a e t e o of 60 a s to t KBL G ou . T ons e at on b s tte n as .

14.58(4)
14A.68(4)

The table below sets out the historical figures and the Existing Annual Caps and Proposed Annual Caps under each of the following agreements: (i) the Existing KBL Supply Framework Agreement and the New KBL Supply Framework Agreement; and (ii) the Existing KBL Purchase Framework Agreement and the New KBL Purchase Framework Agreement.

31 2017	2017	31 2018	2018	31 2019	30 2019)	31 2019)	31 2020	31 2021	31 2022
(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)
700,000	659,021	770,000	702,935	847,000	394,550	526,067	568,000	625,000	687,000

Note: The figure represents an estimate figure by straight-line extrapolation for the actual sales during the nine months ended 30 September 2019.

31 2017	2017	31 2018	2018	31 2019	30 2019)	31 2019)	31 2020	31 2021	31 2022
(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)	(RMB'000)
350,000	270,285	385,000	366,706	424,000	216,119	288,159	345,000	362,000	380,000

Note: The figure represents an estimate figure by straight-line extrapolation for the actual purchase during the nine months ended 30 September 2019.

T P o os Ann a Ca s une e a of t N KBL S F a e o Agee e nt an t N KBL P as F a e o Agee e nt e e e n t e e nd to t t na e t on of t t ansa t ons to b ae a ng e ga to ( ) t sto a a o nt of s of o e an a nat s b t KBL G o to t Ha ga n G o ; ( ) t ant at g o t n e an of s at a s; ( ) t ant at n eas n a e t of s at a s; an ( ) nf at on.

T P o os Ann a Ca s fo t N KBL S F a e o Agee e nt fo t e a s e n ng 31 D b 2020, 2021 an 2022 ae a at bas on ( ) fo t e a e n ng 31 D b 2020, t e st at ann a e a o nt n 2019 t an ann a g o t at of 8%; an ( ) fo t e a s e n ng 31 D b 2021 an 2022, an ann a g o t at of 10%. T KBH D e to s (n ng t INEDs of KBH) an t KBL D e to s (n ng t INEDs of KBL) ae of t e t at t P o os Ann a Ca s une t N KBL S F a e o Agee e nt ae fa an e asonab .

T P o os Ann a Ca s une t N KBL P as F a e o Agee e nt e e e n t e e nd to t t na e t on of t as s to b n e a ng e ga to ( ) t n a a an e nt of t a n e s o e b t Ha ga n G o ; ( ) t ant at g o t n e an of b ts an a n e s; ( ) t ant at n eas n o t on of a n e s b t Ha ga n G o ; an ( ) nf at on.

Pursuant to the New KBH Purchase Framework Agreement, the Hangan Group shall [illegible]

In light of the above, the KBH Directors (including the INEDs of KBH) are of the view that the New Continuing Connected Transaction Agreements are on normal commercial terms and in the ordinary and usual course of business of the KBH, and are fair and reasonable and in the interests of KBH and the KBH Shareholders as a whole. The KBL Directors (including the INEDs of KBL) are of the view that each of the New KBL Supply Framework Agreement and

Ha ga n s a so e ga e as a onn t e son of KBL. A o ng , t t ansa t ons ont at une t N KBL P u as F a e o Agee e nt an t N KBL Su F a e o Agee e nt onst tut ont nu ng onn t t ansa t ons of KBL une C a t 14A of t L st ng Ru s.

M . C ung K o Wa, M . C ung K o K ung, M . C ung K o P ng, M . La Ka Po an M . C ung Ka Ho e a b ng a KBL De to o s a so, as t as a b , a e to an /o s ae o e of Ha ga n, ae absta n f o ot ng at t ee t ng of t boa of e to s of KBL a o ng t N KBL Pu as F a e o Agee e nt, t N KBL Su F a e o Agee e nt an t e se t e P o os Annua Ca s.

As t g st a abe e ntag at o (une C a t 14A of t L st ng Ru s) of t agge gat a ount on an annua bas s une e a of t N KBL Su F a e o Agee e nt foe a of t t ee e a s n ng 31 D b 2020, 2021 an 2022 e s 0.1% but s o e t an 5%, t t ansa t ons ont at une t N KBL Su F a e o Agee e nt ae sube t to o an t t annua e e , e o t ng an announ e nt e ue e nts b KBL une C a t 14A of t L st ng Ru s but e t f o t u a an t ne e ne nt s ae o e s' a o a e ue e nts.

As t g st a abe e ntag at o (une C a t 14A of t L st ng Ru s) of t a ount on an annua bas s une t N KBL Pu as F a e o f oo12.5(e a)12.8.8

DEFINITIONS

In this announcement, unless otherwise stated or the context otherwise requires, the following expressions shall have the following meanings:

"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Existing Annual Caps"	the annual caps for the Existing Continuing Connected Transaction Agreements for the three years ending 31 December 2019
"Existing Continuing Connected Transaction Agreements"	the Existing KBH Purchase Framework Agreement, Existing KBL Purchase Framework Agreement and Existing KBL Supply Framework Agreement
"Existing KBH Purchase Framework Agreement"	the agreement dated 26 October 2016 entered into between KBH and Hallgain for the purchase of certain materials for the production of PCBs, details of which are described in the joint announcement of KBH and KBL of even date
"Existing KBL Purchase Framework Agreement"	the agreement dated 26 October 2016 entered into between KBL and Hallgain for the purchase of certain materials for the production of laminates, details of which are described in the joint announcement of KBH and KBL of even date
"Existing KBL Supply Framework Agreement"	the agreement dated 26 October 2016 entered into between KBL and Hallgain for the supply of copper and laminates, details of which are described in the joint announcement of KBH and KBL of even date
"Hallgain"	Hallgain Management Limited, a company incorporated in the British Virgin Islands with limited liability
"Hallgain Group"	Hallgain and its subsidiaries
"HKD"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"INEDs"	the independent non-executive directors of KBH or KBL, as the case may be
"KBH"	Kingboard Holdings Limited (stock code: 148), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange

KBH De to (s)	te e to (s) of KBH
KBH G o	KBH an ts s bs a e s e ng te KBL G o
KBH S ae (s)	o na s ae (s) of no na a of HKD0.10 e a n te ss s ae a ta of KBH
KBH S ae o e (s)	o e (s) of te KBH S ae
KBL	K ngboa La na s Ho

"N KBL Su Fra e o Agree ent"	the agree ent ate 25 O tob 2019 ente e nto b t een KBL an Ha ga n n e at on to the su of o e an a nat s b the KBL G ou to the Ha ga n G ou fo a te of three ea s fo 1 Janua 2020 to 31 De e b 2022
"PCB(s)"	a on fo nte e ut boa , a f at an o ose t hat nat ng ae s of nte on u to s an e e t a nsu at on, t a nte onn te b on u t e h e s; PCBs o e atfo s to onne t e on u to s an othe e e t on , o t a o e han a e s to fo a u t o fun t ona s ste
"P o ose Annua Ca s"	the o ose annua a s fo the t ansa t ons onte ate un e ea h of the N Cont nu ng Conne te T ansa t on Agree ents
"Sto E han e"	The Sto E han e of Hong Kong L te
"%"	e ent

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Hong Kong, 25 O tob 2019