

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

This announcement appears for information purpose only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.

JETE POWER HOLDINGS LIMITED

鑄能控股有限公司*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8133)

PROPOSED SHARE SUBDIVISION AND PROPOSED PLACING OF UNLISTED WARRANTS UNDER SPECIFIC MANDATE

Placing Agent



Great Wall Securities Limited

PROPOSED SHARE SUBDIVISION

The Board wishes to put forward to the Shareholders a proposal of Share Subdivision on the basis that every one (1) existing issued and unissued Share of HK\$0.01 each in the share capital of the Company be subdivided into five (5) Subdivided Shares of HK\$0.002 each.

The Share Subdivision will become effective after the conditions set out in the paragraph headed “Conditions of the Share Subdivision” below are fulfilled. All Subdivided Shares will rank pari passu with each other in all respects and the Share Subdivision will not result in any change in the relative rights of the Shareholders.

THE WARRANT PLACING AGREEMENT – THE WARRANT PLACING

The Board is pleased to announce that after trading hours on 31 May 2016, the Company and the Placing Agent entered into the Warrant Placing Agreement pursuant to which the Placing Agent has conditionally agreed to procure, on a best effort basis, not less than six (6) Warrant Placees who and their respective ultimate beneficial owners will be Independent Third Parties, to subscribe for up to 700,000,000 Warrants, at the Warrant Placing Price of HK\$0.02 per Warrant.

* For identification purposes only

The Warrant Shares falling to be issued upon exercise of the subscription rights attaching to the Warrants will be issued under specific mandate to be obtained at the EGM.

Completion of the Warrant Placing is subject to, among other things, fulfillment of the conditions precedent in the Warrant Placing Agreement. As the Warrant Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares and/or Subdivided Shares.

An EGM will be convened and held to consider and, if thought fit, approve the Share Subdivision and the Warrant Placing Agreement and the transactions contemplated thereunder in which an ordinary resolution(s) to approve the Share Subdivision and the Warrant Placing Agreement and the transactions contemplated thereunder will be proposed. No Shareholders will be required to abstain from voting at the EGM.

The Circular containing, among other things, further details of the Share Subdivision including the trading arrangement in respect of the Subdivided Shares, the Warrant Placing Agreement and the notice of the EGM, will be despatched to the Shareholders as soon as practicable in compliance with the GEM Listing Rules.

PROPOSED SHARE SUBDIVISION

The Board proposes that every one (1) issued and unissued Share of HK\$0.01 each in the share capital of the Company be subdivided into five (5) Subdivided Shares of HK\$0.002 each.

Conditions of the Share Subdivision

The Share Subdivision is conditional upon the following conditions:

- (i) the passing of the ordinary resolution by the Shareholders to approve the Share Subdivision at the EGM; and
- (ii) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Subdivided Shares to be in issue upon the Share Subdivision becoming effective.

The Share Subdivision will become effective on the next Business Day after the conditions of the Share Subdivision above are fulfilled, which is expected to take place on Friday, 8 July 2016.

Effects of the Share Subdivision

As at the date of this announcement, the authorised share capital of the Company is HK\$10,000,000 divided into 1,000,000,000 Shares of par value of HK\$0.01 each, of which 700,000,000 Shares have been allotted and issued as fully paid or credited as fully paid. Upon the Share Subdivision becoming effective and on the basis that no further Shares will be allotted and issued or repurchased prior thereto, the authorised share capital of the Company will remain at HK\$10,000,000 but will be subdivided into 5,000,000,000 Subdivided Shares of par value of HK\$0.002 each, of which 3,500,000,000 Subdivided Shares will be in issue.

The Company's shares are currently traded in board lots of 20,000 Shares. Upon the Share Subdivision becoming effective, the board lot size will remain unchanged and in board lots of 20,000 Subdivided Shares.

The Share Subdivision is not expected to result in any odd lots other than those already exist. Upon the Share Subdivision becoming effective, the Subdivided Shares will rank pari passu with each other in all respects.

Other than the expenses, including professional fees and printing charges, to be incurred in relation to the Share Subdivision, the implementation thereof will not alter the underlying assets, business operations, management or financial position of the Company or result in any change in the rights of the Shareholders.

Listing application

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and the permission to deal in, the Subdivided Shares to be in issue upon the Share Subdivision becoming effective. All necessary arrangements will be made for the Subdivided Shares to be admitted into the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited.

Reasons for the Share Subdivision

The Share Subdivision will increase the total number of shares in issue and correspondingly reduce the trading price of each share in the Company so that the market value per board lot of shares in the Company can be reduced to appeal to more investors. Based on the closing price of HK\$1.65 per Share as quoted on the Stock Exchange on the last trading day immediately before the date of this announcement, the market value per board lot of 20,000 Shares is HK\$33,000. The estimated market value per board lot of 20,000 Subdivided Shares will be theoretically reduced to HK\$6,600 immediately upon the Share Subdivision becoming effective. The Board is of the view that the increase in number of shares of the

Company together with the reduction in the trading price as a result of the Share Subdivision may improve the trading liquidity of the Subdivided Shares. Accordingly, the Board considers that the Share Subdivision is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Exchange of share certificates

Should the Share Subdivision become effective, Shareholders may, during the business hours from 9:00 a.m. to 4:30 p.m. on any business day from 8 July 2016 (Friday) to 15 August 2016 (Monday) (both days inclusive), submit existing certificates in green for the Shares to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited ("Share Registrar") of Level 22 Hopewell Centre 183 Queen's Road East Hong Kong for exchange, at the expense of the Company, for new share certificates in blue for the Subdivided Shares. It is expected that the new certificates for the Subdivided Shares will be available for collection within 10 Business Days from the submission of the existing share certificates to the Share Registrar for exchange. Thereafter, certificates for existing Shares will be accepted for exchange only on payment of a fee of HK\$2.50 (or such other amount as may from time to time be allowed by the Stock Exchange) for each certificate for the Subdivided Shares issued or each certificate for the Shares submitted for cancellation, whichever the number of certificates involved is higher. The existing certificates will only be valid for trading purpose for the period up to the close of business on Thursday, 11 August 2016 and thereafter will not be accepted for trading purpose. Existing certificates for the Shares will cease to be good for delivery but will continue to be good evidence of legal title and may be exchanged for certificates for the Subdivided Shares at any time at the expense of the Shareholders.

EXPECTED TIMETABLE

The expected timetable of the proposed Share Subdivision is as follows:

	2016
Despatch date of circular of the EGM	On or around Friday, 17 June
Latest time for lodging the form of proxy for the EGM	10:30 a.m. on Tuesday, 5 July
Date and time of the EGM	10:30 a.m. on Thursday, 7 July
Publication of announcement on poll results of the EGM	Thursday, 7 July

The following events are conditional on the fulfilment of the conditions for the implementation of the Share Subdivision as set out in the section headed “Conditions of Share Subdivision” above.

Effective date of the Share Subdivision.	Friday, 8 July
First day of free exchange of existing share certificates for the new share certificates for the Subdivided Shares	Friday, 8 July
Dealing in the Subdivided Shares commence	9:00 a.m. on Friday, 8 July
Original counter for trading in existing Shares in board lots of 20,000 Shares temporarily closes	9:00 a.m. on Friday, 8 July
Temporary counter for trading in Subdivided Shares in board lots of 100,000 Subdivided Shares (in form of existing share certificates) opens	9:00 a.m. on Friday, 8 July
Original counter for trading in Subdivided Shares in new board lots of 20,000 Subdivided Shares (in the form of new share certificates) re-opens.	9:00 a.m. on Friday, 22 July
Parallel trading in Subdivided Shares (in the forms of existing share certificates and new share certificates) commences	9:00 a.m. on Friday, 22 July
Temporary counter for trading in Subdivided Shares in board lots of 100,000 Subdivided Shares (in the form of existing share certificates) closes	close of business on Thursday, 11 August
Parallel trading in existing Shares and Subdivided Shares (in the forms of existing share certificates and new share certificates) ends.	close of business on Thursday, 11 August
Last day of free exchange of existing share certificates for the Shares for new share certificates for the Subdivided Shares ends.	Monday, 15 August

THE WARRANT PLACING AGREEMENT

Date

31 May 2016 (after trading hours)

Parties

Issuer: The Company

Placing Agent: Great Wall Securities Limited

To the best of the Director's knowledge, information and belief, having made all reasonable enquiries, the Placing Agent and its ultimate beneficial owners are Independent Third Parties.

Warrant Placee(s)

Pursuant to the Warrant Placing Agreement, the Company has conditionally agreed to grant and the Placing Agent has agreed to procure, on a best effort basis, not less than six (6) Warrant Placees to subscribe for up to 700,000,000 Warrants, at the Warrant Placing Price of HK\$0.02 per Warrant. Each of the Warrant Placees to be procured by the Placing Agent and its ultimate beneficial owner(s) will be Independent Third Parties.

Placing Commission

The Placing Agent will charge the Company a placing commission equivalent to 2% of the aggregate Warrant Placing Price in respect of such number of Warrants successfully placed by the Placing Agent (subject to Completion of the Warrant Placing) pursuant to the Warrant Placing Agreement plus any other out-of-pocket charges and expenses by the Placing Agent in relation to the Warrant Placing. The Warrant Placing commission was negotiated on arm's length basis between the Company and the Placing Agent and determined with reference to, amongst other things, the prevailing market rate.

Conditions of the Warrant Placing

Completion of the Warrant Placing Agreement is conditional on, among the other matters, the fulfillment of the following conditions on or before the Long Stop Date:

- (a) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, the Warrant Shares to be issued upon exercise of the subscription rights attached to the Warrants by the Warrantholders, either unconditionally or subject to conditions to which neither the Placing Agent nor the Company may reasonably object and all other necessary waivers, consents and approvals as required under the GEM Listing Rules in relation to the Company with respect to the Warrant Placing Agreement and the transactions contemplated therein being obtained and/or complied with (including but not limited to (if required) the Listing Committee of the Stock Exchange having approved the issue of the Warrants either unconditionally or subject to conditions to which neither the Placing Agent nor the Company may reasonably object);
- (b) the Share Subdivision having become effective;
- (c) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of the Warrant Placing Agreement and the transactions contemplated thereunder having been obtained; and
- (d) the passing of necessary resolution(s) by the Shareholders of the Company at the EGM approving the Warrant Placing Agreement and the transactions contemplated thereunder including the issue of the Warrants, and the allotment and issue of the Warrant Shares by the Company under the Specific Mandate.

In the event that the above conditions are not fulfilled at 5:00p.m. (Hong Kong time) on the Long Stop Date, the obligations of the Placing Agent and the Company under the Warrant Placing Agreement shall automatically cease and terminate and neither the Company nor the Placing Agent shall have any claim against the other party, save the liabilities for any antecedent breaches thereof.

Termination of the Warrant Placing

Unless otherwise agreed between the Company and the Placing Agent, the Placing Agent's appointment shall terminate upon the earlier of (i) the completion of the Warrant Placing; (ii) the Long Stop Date if the conditions as set out in section headed "Conditions of the Warrant Placing" have not been satisfied (or waived as the case may be) and (iii) termination of the Warrant Placing by the Placing Agent in accordance with the terms and conditions of the Warrant Placing Agreement, whereby the company will be formally notified by the Placing Agent in writing in accordance with the terms of the Warrant Placing Agreement.

The Placing Agent reserves its right to terminate the arrangements set out in the Warrant Placing Agreement by notice in writing prior to 9:00 a.m. on the completion date of Warrant Placing, if in the absolute opinion of the Placing Agent, the success of the Placing would be materially and adversely affected by any force majeure events (as defined below).

For this purpose, a “force majeure event” refers to

- (i) the introduction of any new laws or regulations or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
- (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before and/or after the date of Warrant Placing Agreement) of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not sui generis with any of the foregoing), or in the nature of any local, national, international outbreak or escalation of hostilities or armed conflict, or affecting local securities market or the occurrence of any combination of circumstances which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or adversely prejudices the success of the placing of the Warrants to potential investors or otherwise makes it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Warrant Placing; or
- (iii) any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction or trading in securities) occurs which affect the success of the Warrant Placing (such success being the placing of the Warrants to potential investors) or otherwise in the absolute opinion of the Placing Agent makes it inexpedient or inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Warrant Placing.

If, at or prior to 9:00 a.m. on the Completion Date:

- (i) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed or assumed under the Warrant Placing Agreement; or
- (ii) any suspension in the trading of the Shares or the Subdivided Shares on the Stock Exchange for more than ten consecutive trading days save for the purposes of clearing of the announcements relating to the Warrant Placing; or

(iii) the Placing Agent shall become aware of the fact that any of the representations or warranties contained in the Warrant Placing Agreement was, when given, untrue or inaccurate or would in any respect be untrue or inaccurate if repeated the Placing Agent shall determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the financial or trading position or prospects of the Group taken as a whole or will otherwise likely to have a material prejudicial effect on the Warrant Placing.

The Placing Agent shall be entitled (but not bound) by notice in writing to the Company to elect to treat such matter or event as releasing and discharging the Placing Agent from its obligations under the Warrant Placing Agreement.

Upon giving of notice pursuant to the paragraph above, all obligations of the Placing Agent under the Warrant Placing Agreement shall cease and determine and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with the Warrant Placing Agreement, save for any antecedent breaches.

The Warrant Placing Completion Date

Completion of the Warrant Placing is expected to take place on any date within the tenth Business Day on which all the conditions precedent to the Warrant Placing Agreement are fulfilled or such later date as the Company and the Placing Agent may agree in writing.

PRINCIPAL TERMS OF THE WARRANTS

Number of Warrants to be issued and Warrant Shares

A total of up to 700,000,000 Warrants are proposed to be issued. Upon full exercise of the subscription rights attaching to the Warrants, a total of up to 700,000,000 Warrant Shares (with an aggregate subscription price of HK\$252,000,000 (subject to adjustment)) will be issued, representing (i) approximately 20% of the existing issued share capital of the Company as at the date of the announcement; and (ii) approximately 16.67% of the issued share capital of the Company as enlarged by the allotment and issue of the Warrant Shares upon full exercise of the subscription rights attaching to the Warrants assuming there being no other changes in the share capital of the Company.

Exercise period

The subscription rights attaching to the Warrant may be exercised at any time during a period of thirty six (36) months commencing from the date immediately after the date of issue of the Warrant.

Warrant Placing Price

The Warrant Placing Price is HK\$0.02 for each Warrant.

Warrant Exercise Price

The initial Warrant Exercise Price is HK\$0.36 per Warrant Share, subject to adjustment as a result of the following events.

- (i) consolidation or sub-division of the Shares;
- (ii) capitalization issue of the Shares by the Company (other than in lieu of a cash dividend);
- (iii) capital distribution (as defined in the instrument creating the Warrants) made by the Company or grant of rights to acquisition of assets of the Group;
- (iv) an offer or grant by the Company to Shareholders of new Shares for subscription by way of rights or of options or warrants to subscribe for new Shares, at a price less than 90% of the market price (calculated in accordance with the terms of the Warrants);
- (v) an issue for cash of convertible securities by the Company, if the total effective consideration is less than 90% of the market price (calculated in accordance with the terms of the Warrants), or the terms of any such issue being altered so that the said total effective consideration is less than 90% of the market price (calculated in accordance with the terms of the Warrants);
- (vi) an issue for cash of Shares by the Company (other than pursuant to the share option scheme of the Company) at less than 90% of the market price (calculated in accordance with the terms of the Warrants); and
- (vii) a cancellation of any Shares or convertible securities which have been purchased by the Company (other than on the Stock Exchange) in circumstances where the Directors consider that it may be appropriate to make an adjustment to the Warrant Exercise Price.

Ranking of the Warrant Shares

The Warrant Shares, when fully paid and allotted, will rank pari passu in all respects with the then existing issued Subdivided Shares as at the date of allotment and issue of such Warrant Shares.

Exercise restrictions

The exercise of subscription rights are subject to the following restrictions:

- (i) The minimum number of Warrants to be exercised upon the Subscription Rights each time shall not be less than 1,000,000 Warrants.
- (ii) Upon exercise of the Subscription Rights, the Warranholders and their respective associates, together with parties acting in concert (as defined in the Takeovers Code) with them, will not trigger a mandatory offer obligation under Rule 26 of the Takeovers Code.
- (iii) Upon exercise of the Subscription Rights, the Warranholders and their respective associates will not be become a substantial shareholder of the Company as defined under the GEM Listing Rules.
- (iv) Immediately prior to the exercise of the Subscription Rights, the Warranholders and their respective associates shall be Independent Third Parties.
- (v) Upon exercise of the Subscription Rights, the public float of the Company will not be unable to meet the relevant requirements under the GEM Listing Rules.

Transferability

Subject to compliance with all applicable laws and regulations and such other requirements that the Stock Exchange may impose from time to time, the Warrants are transferable in integral multiples of 1,000,000 Warrants (or if at the time of transfer, the outstanding number of Warrants are less than 1,000,000 Warrants, the whole but not part of the outstanding Warrants) provided that any transfer to connected persons (as defined under the GEM Listing Rules) of the Company and their associate shall be subject to compliance with all applicable laws and regulations and such other requirements that the Stock Exchange may impose from time to time. Apart from the aforesaid, there are no restrictions on the transfer of the Warrants from the Warrant Placees to other parties.

Voting rights for the holders of the Warrants

The holder of the Warrants will not have any right to attend or vote at any meeting of the Company by virtue of them being holders of the Warrants. The holder of the Warrants shall not have the right to participate in any distributions and/or offers of further securities made by the Company.

Rights of the holders of the Warrants on the liquidation of the Company

If, however, at any time prior to the expiration of the Warrants and prior to their exercise, a dissolution, liquidation, or winding up of the Company shall be proposed, the Company shall give notice in writing of such event to the holders of the Warrant in accordance with conditions of the Warrants.

WARRANT EXERCISE PRICE AND WARRANT PLACING PRICE

The initial Warrant Exercise Price of HK\$0.36 per Warrant Share represents:

- (i) a premium of approximately 9.09% over the adjusted closing price of HK\$0.33 per Subdivided Share, based on the closing price of HK\$1.65 per Share as quoted on the Stock Exchange on the Last Trading Day and adjusted for the effect of the Share Subdivision; and
- (ii) a premium of approximately 9.09% over the adjusted average closing price of approximately HK\$0.33 per Subdivided Share, based on the average closing price of approximately HK\$1.65 per Share as quoted on the Stock Exchange for the last five trading days immediately prior to (but excluding) the Last Trading Day and adjusted for the effect of the Share Subdivision.

The aggregate of the Warrant Placing Price of HK\$0.02 per Warrant and the Warrant Exercise Price of HK\$0.36 per Warrant Share, i.e. HK\$0.38, represents:

- (i) a premium of approximately 15.15% over the adjusted closing price of HK\$0.33 per Subdivided Share, based on the closing price of HK\$1.65 per Share as quoted on the Stock Exchange on the Last Trading Day and adjusted for the effect of the Share Subdivision; and
- (ii) a premium of approximately 15.15% over the adjusted average closing price of approximately HK\$0.33 per Subdivided Share, based on the average closing price of approximately HK\$1.65 per Share as quoted on the Stock Exchange for the last five trading days immediately prior to (but excluding) the Last Trading Day.

Both the Warrant Placing Price and Warrant Exercise Price is determined based on negotiations on arm's length basis between the Company and the Placing Agent with reference to the current market sentiment, the Group's existing financial position, the historical Share prices and liquidity of the Shares in the market.

APPLICATION FOR LISTING

The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Warrant Shares which may fall to be allotted and issued upon exercise of the subscription rights attaching to the Warrants. No listing of the Warrants will be sought on the Stock Exchange or any other stock exchanges.

REASONS FOR THE WARRANT PLACING

The Company is an investment holding company. The Group is principally engaged in the manufacturing of metal casting parts and components in the PRC.

The Board considers that the Warrant Placing represents good opportunities to raise additional funds for the Group while broadening the Shareholder and capital base of the Company. The Warrants are not interest bearing and the Warrant Placing will not be resulted in any immediate dilution effect on the shareholding of the existing Shareholders. In addition to the net proceeds that will be raised upon completion of the Warrant Placing, further capital will be raised upon the exercise of the Subscription Rights attaching to the Warrants by the holder thereof during the subscription period.

The Board considers that the terms of the Warrant Placing Agreement, including the Warrant Placing Price, Warrant Exercise Price, and the placing commission are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

USE OF PROCEEDS

Assuming the maximum of the Warrants are placed at the Warrant Placing Price, the gross proceeds and net proceeds from the issue of the Warrants will be approximately HK\$14,000,000 and HK\$13,200,000 respectively.

Assuming the full exercise of the Subscription Rights attaching to the maximum number of Warrants at the initial Warrant Exercise Price, it is expected up to an additional of approximately HK\$252,000,000 will be raised.

The aggregate net proceeds from the issue of the Warrants and the full exercise of the Subscription Rights attaching to the maximum number of Warrants at the initial Warrant Price, which will be up to approximately HK\$265,200,000, will be used for general working capital, future business development and potential acquisitions (if any) of the Group.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has not conducted any equity fund raising activities in the past twelve months before the date of this announcement.

CHANGES IN SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 700,000,000 Shares in issue. For illustration purpose only, the shareholding structure of the Company (i) as at the date of this announcement; (ii) upon the Share Subdivision has become effective; and (iii) immediately after the full exercise of the Subscription Rights attaching to the Warrants are as follows:

Shareholder	(i) As at the date of this announcement		(ii) Upon Share Subdivision has become effective		(iii) Immediately upon exercise of the subscription rights attached to the Warrants in full	
	<i>Number of Shares</i>	<i>Approximate %</i>	<i>Number of Subdivided Shares</i>	<i>Approximate %</i>	<i>Number of Subdivided Shares</i>	<i>Approximate %</i>
	Pure Goal Holdings Limited (<i>Note 1</i>)	255,000,000	36.43	1,275,000,000	36.43	1,275,000,000
Bravo Luck Limited (<i>Note 2</i>)	36,300,000	5.18	181,500,000	5.18	181,500,000	4.32
Well Gainer Limited (<i>Note 3</i>)	86,700,000	12.39	433,500,000	12.39	433,500,000	10.32
Public:						
Other Shareholders	322,000,000	46.00	1,610,000,000	46.00	1,610,000,000	38.33
The Warrant Placees	—	—	—	—	700,000,000	16.67
Total	700,000,000	100.00	3,500,000,000	100.00	4,200,000,000	100.00

Notes:

1. Pure Goal Holdings Limited is beneficially and wholly owned by Mr. Wong Thomas Wai Yuk, an executive Director.
2. Bravo Luck Limited is beneficially and wholly owned by Mr. Choi Chiu Ming Jimmy, an executive Director.
3. Well Gainer Limited is beneficially and wholly owned by Mr. Chung Tsai Kin.

SPECIFIC MANDATE TO ISSUE THE WARRANT SHARES

The Company will seek the Specific Mandate from the Shareholders for the allotment and issue of the Warrant Shares. In this regard, the EGM will be convened and held to, amongst others, pass the necessary resolutions to approve the Warrant Placing and the transactions contemplated thereunder.

GENERAL

An EGM will be convened and held to consider and, if thought fit, approve the Share Subdivision and the Warrant Placing Agreement and the transactions contemplated thereunder in which an ordinary resolution(s) to approve the Share Subdivision and the Warrant Placing Agreement and the transactions contemplated thereunder will be proposed. No Shareholders will be required to abstain from voting at the EGM.

The Circular containing, among other things, further details of the Share Subdivision including the trading arrangement in respect of the Subdivided Shares, the Warrant Placing Agreement and the notice of the EGM, will be despatched to the Shareholders as soon as practicable in compliance with the GEM Listing Rules.

WARNING NOTICE

Completion of the Warrant Placing is subject to, among other things, fulfillment of the conditions precedent in the Warrant Placing Agreement. As the Warrant Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares and/or Subdivided Shares.

DEFINITIONS

“Board”	the board of Directors of the Company
“Business Day”	any day (not being a Saturday, a Sunday and a public holiday) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“Company”	Jete Power Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the Growth Enterprise Market of the Stock Exchange
“Director(s)”	the director(s) of the Company

“EGM”	the extraordinary general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the Share Subdivision, the Warrant Placing and the transactions contemplated thereunder
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Parties”	parties which are not connected persons (as defined under the GEM Listing Rules) of the Company and are independent of the Company and its connected persons (as defined under the GEM Listing Rules)
“Last Trading Date”	31 May 2016, the date of the Warrant Placing Agreement
“Listing Committee”	has the meaning ascribed thereto under the GEM Listing Rules
“Long Stop Date”	29 July 2016 (or such other later date as the Company and the Placing Agent may agree in writing)
“Placing Agent”	Great Wall Securities Limited, the placing agent and a licensed corporation to carry out Type 1 (dealing in securities) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong) in Hong Kong
“Share Subdivision”	the proposed subdivision of every one (1) issued and unissued Share into five (5) Subdivided Shares of HK\$0.002 each
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company

“Shareholder(s)”	holder(s) of the Share(s) or subject to the Share Subdivision becoming effective, the holders of the Subdivided Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subdivided Shares”	ordinary shares of HK\$0.002 each in the issued and unissued share capital of the Company upon the Share Subdivision becoming effective
“Subscription Rights”	the rights of the Warrantholders represented by the Warrants
“Takeovers Code”	the codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission
“Warrant(s)”	up to 700,000,000 non-listed warrants to be issued by the Company at the Warrant Placing Price, each entitles the holder thereof to subscribe up to HK\$252,000,000 for Warrant Shares at the Warrant Exercise Price at any time during a period of thirty six (36) months commencing from the date of issue of the Warrant
“Warrantholder(s)”	holder(s) of the Warrants
“Warrant Exercise Price”	an initial exercise price of HK\$0.36 per Warrant Share (subject to adjustment) at which holder of the Warrants may subscribe for the Warrant Share(s)
“Warrant Placees”	any individual(s), institutional or other professional investor(s) or any of their respective subsidiaries or associates procured by the Placing Agent to subscribe for any of the Warrants pursuant to the Warrant Placing Agreement
“Warrant Placing”	the placing, on a best effort basis, of up to 700,000,000 Warrants pursuant to the terms of the Warrant Placing Agreement
“Warrant Placing Agreement”	the conditional placing agreement dated 31 May 2016 and entered into between the Company and the Placing Agent in relation to the Warrant Placing

“Warrant Placing Price”	HK\$0.02 per Warrant, being the issue price for each Warrant, payable in full on application under the Warrant Placing Agreement
“Warrant Shares”	up to 700,000,000 new Subdivided Shares to be allotted and issued upon exercise of the subscription rights attaching to the Warrants

By order of the Board
Jete Power Holdings Limited
Choi Chiu Ming Jimmy
Chairman and Executive Director

Hong Kong, 31 May 2016

As at the date of this announcement, the Company has (i) two executive Directors, namely Mr. Wong Thomas Wai Yuk and Mr. Choi Chiu Ming Jimmy; and (ii) three independent non-executive Directors, namely Ms. Leung Shuk Lan, Mr. Tang Yiu Wing and Mr. Wong Ka Shing.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain at www.hkgem.com on the “Latest Company Announcements” page of the GEM website for at least 7 days from the date of its posting and on the Company website at www.jetepower.com.