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HONBRIDGE HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 8137)

SUPPLEMENTAL AGREEMENTS IN RELATION TO THE SHARE PURCHASE AGREEMENT; THE SECURITY AGREEMENT; AND THE MANAGEMENT SERVICES AGREEMENT

This announcement is made by the Board pursuant to Rule 17.10 of the GEM Listing Rules and the Inside Information Provisions (as defined in the GEM Listing Rules).

References are made to the Company's announcements in relation to the Acquisition dated 16 April 2010, 1 December 2010, 24 December 2010, 20 January 2011, 4 April 2011, 11 May 2011, 31 May 2011, 23 April 2012, 4 July 2012, 18 July 2012 and 12 September 2012, the Company's announcement in relation to the MOU dated 14 January 2013 (the "**Announcement**"), and the Company's circular dated 5 November 2010 (the "**Circular**"). Capitalised terms used herein shall have the same meanings as those defined in the Announcement and the Circular unless otherwise stated.

On 7 February 2013 (after trading hours), Lit Mining (as the seller), VNN (also as the seller), Esperanto, Mineral Ventures, Infinite Sky (as the buyer), New Trinity, and the Company entered into the Supplemental SPA to amend certain terms of the Share Purchase Agreement. On the same date, SAM, the Company and Lit Quad also entered into a loan agreement in relation to the loan of US\$7 million by the Company to SAM (the "**New Loan Agreement**").

A supplemental agreement to the Security Agreement (the "**Supplemental Security Agreement**") and the Supplemental MSA will also be signed after Closing and immediately prior to the Supplemental SPA having become unconditional to amend certain terms of the Security Agreement and the Management Services Agreement, respectively. The entering into of the Supplemental Security Agreement and the Supplemental MSA are conditions precedent to the effectiveness of the Supplemental SPA.

THE SUPPLEMENTAL SPA

Original payment structure

On 5 March 2010, Lit Mining (as the seller), VNN (also as the seller), Esperanto, Mineral Ventures, Infinite Sky (as the buyer), New Trinity, and the Company entered into the Share Purchase Agreement in relation to the Acquisition. Pursuant to the Share Purchase Agreement, the Consideration of US\$390,000,000 (before adjustments) for the Acquisition was to be satisfied in cash in the following manners:

- (i) US\$10,000,000, to be deposited with the Escrow Agent on the third Business Day following the approval of the Share Purchase Agreement, the other Transaction Documents and the transactions contemplated thereunder by the Shareholders at the EGM and to be released to the Sellers on the tenth Business Day following the Resource Confirmation Date or, in the event Infinite Sky waives the closing condition regarding Resource Confirmation, the tenth Business Day following such waiver;
- (ii) US \$65,000,000 on the Closing Date;
- (iii) US\$115,000,000 on the tenth Business Day following the Approval Date (or the date Infinite Sky waives the requirements that all Required Approvals be obtained);
- (iv) US\$100,000,000 on the tenth Business Day following the Port Operation Commencement Date, being the later of (a) the Closing Date; and (b) the date by which an aggregate of 100,000 metric tons of pellets or pellet feed have been shipped through the Port on a commercial basis; and
- (v) US\$100,000,000 on the tenth Business Day following the Mining Production Commencement Date.

The issued share capital of SAM consists of 9,999 common shares and the Golden Share. On the Closing Date under (ii) above, all of SAM Shares will be transferred from Lit Mining to Infinite Sky, except for the Golden Share. The Golden Share carries certain voting rights before the Approval Date and the Golden Share will only be transferred from Lit Mining to Infinite Sky on the tenth Business Day following the Approval Date (or the date Infinite Sky waives the requirements that all Required Approvals be obtained) upon making the Approvals Payment under (iii) above pursuant to the Share Purchase Agreement. As at the date of this announcement, two of the eight Required Approvals have already been obtained. The Directors are of the view that there should be no major hurdles in obtaining the remaining Required Approvals in due course as the processes involved in obtaining these Required Approvals are procedural and administrative in nature.

Pursuant to the Share Purchase Agreement, subject to the closing conditions set forth in the Share Purchase Agreement, on the tenth Business Day following the Resource Confirmation Date, or, in the event, Infinite Sky decides to waive the condition regarding Resource Confirmation, the tenth Business Day following such waiver, VNN, Lit Mining, Infinite Sky, New Trinity, the Company and the Custodian shall enter into the Security Agreement. Pursuant to the Security Agreement, Infinite Sky shall pledge, among other things, all of the New Trinity Shares (the “**New Trinity Certificate**”) to the Custodian in favor of VNN and Lit Mining. The Pledged Interests shall serve as collateral security for the obligation of the Company and Infinite Sky to make the Approvals Payment under (iii) above.

Major amendments to the Share Purchase Agreement are as follows:

Amendments to payment structure in the Share Purchase Agreement

Pursuant to the Supplemental SPA, the Company or Infinite Sky or New Trinity may choose to make the Approvals Payment to the Sellers on a date that is the earlier of (i) the date when the Company obtains sufficient funding to make such payment; and (ii) the six-month anniversary of the date of the Closing, irrespective of whether all Required Approvals have been obtained. At the same time as the Company or Infinite Sky or New Trinity making the Approvals Payment in accordance with the above, (i) Infinite Sky shall execute and deliver a joint notice with the Sellers to the Custodian, directing the Custodian to release and deliver the New Trinity Certificate to Infinite Sky, free and clear of any encumbrances; and (ii) the Sellers shall (1) execute and deliver a joint notice with Infinite Sky to the Custodian, directing the Custodian to release and deliver the New Trinity Certificate to Infinite Sky, free and clear of any encumbrances, and (2) deliver to Infinite Sky a certificate representing the Golden Share, duly endorsed by VNN.

In the event that the Approvals Payment to the Sellers is made on or prior to the Early Approval Payment Date, the Port Operation Payment will be reduced to US\$40,000,000, which shall be payable by the Buyer on the tenth Business Day following the Port Operation Commencement Date, and the Mining Production Payment will be reduced to US\$40,000,000, which shall be payable by the Buyer on the tenth Business Day following the Port Operation Commencement Date.

In the event that the Company does not pay the Approvals Payment to the Sellers on or prior to the Early Approval Payment Date, unless all parties to the Share Purchase Agreement agree otherwise in writing, the Company or Infinite Sky or New Trinity shall make the Approvals Payment in accordance with the original payment structure and the Port Operation Payment and the Mining Production Payment will each remain as US\$100,000,000.

In the event the Company, New Trinity and/or Infinite Sky elect not to make the Approvals Payment (i) on or before the Early Approval Payment Date, and (ii) pursuant to original payment structure as set out in the Share Purchase Agreement, the Sellers may elect, at their sole discretion, either (a) Infinite Sky and the Sellers jointly directing the Custodian to release the New Trinity Certificate to the Sellers or (b) the reallocation of half of the Approvals Payment to each of the Port Operation Payment and the Mining Production Payment such that each payment would be increased by US\$57,500,000. If the Sellers have elected (b) above, concurrently with the payment of the aforesaid reallocated Approvals Payment, (i) Infinite Sky shall execute and deliver a joint notice with the Sellers to the Custodian, directing the Custodian to release and deliver the New Trinity Certificate to the Buyer free and clear of any encumbrances; and (ii) the Sellers shall (A) execute and deliver a joint notice with Infinite Sky to the Custodian, directing the Custodian to release and deliver the New Trinity Certificate to Infinite Sky free and clear of any encumbrances, and (B) deliver to Infinite Sky a certificate representing the Golden Share duly endorsed by VNN.

The Sellers shall have 60 days from the earlier of (i) the date the Company notifies the Sellers of its election not to make the Approvals Payment, and (ii) the expiration of the relevant grace period upon the Approvals Payment has become due and payable under the Share Purchase Agreement, to notify Infinite Sky of their election. The Sellers shall have the right to conduct due diligence on SAM in order to assist them in making the above election. The parties acknowledge that none of the Company, the Buyer and/or New Trinity will be obligated to achieve the Mining Production Commencement Date or the Port Operation Commencement Date, even in the case where the Sellers select option (b) above.

Amendment to definition of Port Operation Commencement Date

Pursuant to the Share Purchase Agreement, the definition of Port Operation Commencement Date is the later of (a) the Closing Date, and (b) the date by which an aggregate of 100,000 metric tons of pellets or pellet feed have been shipped through the Port on a commercial basis. Pursuant to the Supplemental SPA, the definition of Port Operation Commencement Date is amended to the later of (a) the Closing Date, and (b) the date by which an aggregate of 100,000 metric tons of pellets or pellet feed of production originated from any of the Exploration Permits owned by SAM as of 7 February 2013 has been shipped through the Port on a commercial basis.

Amendments to acceleration event in the Share Purchase Agreement

Pursuant to the Share Purchase Agreement, an Acceleration Event will occur in the event that Mr. He and his Family Group cease to own, directly or indirectly, at least 30 percent of the issued and outstanding Shares, in which the payment of the unpaid portion of the Consideration to the Sellers will be accelerated.

Pursuant to the Supplemental SPA, the above dilution threshold has been amended such that the Acceleration Event will occur only in the event that Mr. He and his Family Group cease to own, directly or indirectly, at least 15 percent of the issued and outstanding Shares.

Termination Date

Under the Share Purchase Agreement, it can be terminated by Infinite Sky or VNN and Lit Mining, by written notice to the other parties, if among other things, the Approvals Payment have not been made 36 months following the date of the Share Purchase Agreement (the “**Termination Date**”); provided, however, that the Termination Date shall be automatically extended an additional 12 months if a majority of the Required Approvals have been obtained prior to the date and no Required Approval has been denied pursuant to a final, non-appealable order and VNN and Lit Mining are diligently seeking to obtain any remaining Required Approvals (the “**Automatic Extension**”), provided that this right to terminate shall not be exercisable by any party whose failure to comply with the Share Purchase Agreement or the other Transaction Documents has materially contributed to, or resulted in, the failure to make the Approvals Payment.

Under the Supplemental SPA, the Termination Date is extended to 5 September 2014 without any Automatic Extension.

Other terms of the Supplemental SPA

The parties to the Supplemental SPA will use their best efforts to achieve Closing pursuant to the terms of the Share Purchase Agreement as soon as possible on or before 31 March 2013.

Conditions precedent – Supplemental SPA

The effectiveness of the Supplemental SPA is subject to the satisfaction of the following conditions precedent:

- i) the passing of the resolution(s) by the Shareholders at the EGM to approve the Supplemental SPA in accordance with the requirements of the GEM Listing Rules and applicable laws and regulations (if necessary);
- ii) the Company having achieved Closing;
- iii) the Supplemental Security Agreement and the Supplemental MSA having been executed; and
- iv) the Company having advanced US\$7 million to SAM as reimbursement to VNN.

THE SUPPLEMENTAL SECURITY AGREEMENT

It is expected that the terms of the Security Agreement will be amended so that they are in conformity with the amendments made to the Share Purchase Agreement where necessary. The Supplemental Security Agreement is expected to be entered into after Closing and immediately prior to the Supplemental SPA having become unconditional.

It is also expected that upon Closing, the Brazilian Security Agreement will be amended to reflect the amendments made to the Share Purchase Agreement.

THE SUPPLEMENTAL MSA

Pursuant to the Management Services Agreement, the Management Services Agreement shall be in effect for a term that shall commence on the date of the Management Services Agreement and shall expire on the earliest of (a) receipt by VNN and Lit Mining of all the payments relating to Port Operation Commencement Date and Mining Production Commencement Date, (b) the termination of the Share Purchase Agreement in accordance with its terms, (c) the occurrence of an Acceleration Event other than the Acceleration Event (i) relating to Infinite Sky's material breach of certain covenants in the Share Purchase Agreement, (d) the 48-month anniversary of the date of the Management Services Agreement, and (e) such other date as may be agreed between Mineral Ventures and the Company.

Pursuant to the Supplemental MSA, the Expiration Date shall be the later of (i) the Closing; and (ii) the earlier of (a) the effectiveness of the Supplemental SPA and (b) the Approvals Payment. If none of (a) or (b) above is reasonably likely to occur, Mineral Ventures or VNN may elect to terminate the Management Services Agreement at their discretion by providing the Company with a ten-day prior written notice. The Supplemental MSA is expected to be entered into after Closing and immediately prior to the Supplemental SPA having become unconditional.

THE NEW LOAN AGREEMENT

Under the New Loan Agreement, the Company will advance US\$7 million to SAM (i) to fund projected expenditures through 31 March 2013 and (ii) such that VNN can be reimbursed by SAM for funds provided by VNN to SAM for the Project. Save for the principal amount of the loan, the terms of the New Loan Agreement are the same as the Loan Agreement.

REASONS AND BENEFITS OF THE SUPPLEMENTAL SPA, THE SUPPLEMENTAL SECURITY AGREEMENT, THE SUPPLEMENTAL MSA AND THE NEW LOAN AGREEMENT

The Directors are of the view that the terms of the Supplemental SPA, the Supplemental Security Agreement and the Supplemental MSA and the New Loan Agreement are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

The Directors consider that the entering into of the Supplemental SPA is beneficial to the Company and its Shareholders as a whole as it is intended to facilitate and expedite the process in which the Company could obtain 100% ownership of SAM, which could only be obtained upon the Company making the Approvals Payment to the Sellers and subsequently the Sellers transferring the Golden Share to the Company, as early as possible so that the Company could facilitate any future fund-raising activities by using SAM's assets as collateral which in turn would be used to finance SAM's own on-going developments. The terms of the Supplemental SPA also make it possible for the Company to reduce the Port Operation Payment and Mining Operation Payment in the event that the Company elects to make the Approvals Payment on or prior to the

Early Approval Payment Date. The amendment to the definition of the Port Operation Commencement Date also clarifies that SAM has full discretion and control over the shipments through the Port and when or if ever the Port Operation Commencement Date will occur. The amendment to the Acceleration Event is beneficial to the Company and its Shareholders as a whole as it represents a downward revision of the Acceleration Event threshold, which makes the scenario of accelerating the payment of the Consideration less likely to occur. The entering into of the New Loan Agreement allows SAM to receive further funding for the on-going development of the Project. The expected entering into of the Supplemental Security Agreement after Closing is to ensure the amendments made to the Security Agreement are in conformity to the amendments made to the Share Purchase Agreement where necessary.

Furthermore, the expected entering into of the Supplemental MSA after Closing allows the Company to terminate, if possible, the Management Services Agreement on an earlier date so that the Company will not need to incur further fee payments under the Management Services Agreement going forward and the Board expects that the management structure and operations of SAM will not be materially affected under the Supplemental MSA.

GENERAL

Save as disclosed above, all other major terms of the Share Purchase Agreement, and the Management Services Agreement remain unchanged and continue to be in full force and effect.

The Company will, pursuant to the requirements of the GEM Listing Rules, make further announcements in relation to the further development of the Project.

On behalf of the Board
Honbridge Holdings Limited
LIU Wei, William
Director and Chief Executive Officer

Hong Kong, 7 February 2013

As at the date of this announcement, the Board comprises Mr. He Xuechu, Mr. Liu Wei, William and Mr. Shi Lixin as executive Directors; Mr. Ang Siu Lun, Lawrence and Mr. Yan Weimin as non-executive Directors and Mr. Chan Chun Wai, Tony, Mr. Fok Hon and Mr. Ma Gang as independent non-executive Directors.

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: (1) the information contained in this announcement is accurate and complete in all material respects and not misleading; (2) there are no other matters the omission of which would make any statement in this announcement misleading; and (3) all opinions expressed in this announcement have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

This announcement will remain on the “Latest Company Announcements” page of the GEM website for at least 7 days from the day of its posting and on the Company’s website www.8137.hk.