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HUSCOKE RESOURCES HOLDINGS LIMITED

和嘉資源控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 704)

INSIDE INFORMATION SUPPLEMENTAL AGREEMENT IN RELATION TO THE ANNUAL COKE SALE AND PURCHASE AGREEMENT

This announcement is made by Huscoke Resources Holdings Limited (the “**Company**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong and the provisions of inside information under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Reference is made to, among others, the Company’s announcements dated 23 May 2013, 27 March 2014, 23 May 2014, 10 September 2014, 30 September 2014, 30 October 2014, 24 November 2014, 29 December 2014 and 23 January 2015 (“**Previous Announcements**”) in relation to, among others, the annual coke sale and purchase agreement dated 22 May 2013 entered into among the Company, Kailuan (Hong Kong) International Co. Ltd. (“**Kailuan**”, the holder of long positions of 2,612,000,000 shares of the Company) and Mr. Wu (the “**Agreement**”) and the proposed Disposal of Property.

Unless the context otherwise requires, the capitalised terms used in this announcement shall have the same meanings as defined in the aforesaid Previous Announcements.

SIGNING OF SUPPLEMENTAL AGREEMENT IN RELATION TO THE AGREEMENT

As mentioned in the Previous Announcements, the Agreement was expired on 23 May 2014.

Major terms of the Supplemental Agreement are as follows:

The Company and Kailuan sign the Supplemental Agreement on 18 March 2015 and hereby agree on the terms as follows:

- (1) Kailuan will purchase coke from the Company pursuant to the Agreement. Total quantity to be purchased would be 600,000 tonnes per year. Kailuan has undertaken that the Company will be given 5.5% net profit from those purchases (i.e. after deducting third party coke purchase price and other costs). The settlement cycle of each purchase shall not exceed one month.
- (2) If the quantity purchased falls short of 600,000 tonnes per year, both parties will not receive any penalties from each other.
- (3) Kailuan has agreed not to recover deposit of HK\$220 million and the relevant interests or penalties resulting from the Agreement from the Company before 1 July 2016. In other words, if the Company has not yet repaid any deposit and the relevant interests or penalties resulting from the Agreement before the date of signing of the Supplementary Agreement, it shall not have the obligation to do so during this agreement period, and the amount received from the Company in respect of coke purchased shall not be used to compensate the deposit of purchase.
- (4) Regarding to whether there is any further interest or penalty resulting from the annual coke sale and purchase agreement after 24 December 2014, the Company and Kailuan will have further negotiations.
- (5) This supplementary agreement will be in force from the date of signing. If the parties have no amendments, this supplementary agreement will continue in force.

By Order of the Board
Huscoke Resources Holdings Limited
Li Baoqi
Executive Director

Hong Kong, 18 March 2015

As at the date of this announcement, the executive directors of the Company are Mr. Gao Jianguo and Mr. Li Baoqi, the independent non-executive directors of the Company are Mr. Lam Hoy Lee Laurie, Mr. Lau Ka Ho and Mr. To Wing Tim, Paddy.