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**GREEN INTERNATIONAL**  
Holdings Limited

格林國際控股有限公司

## **GREEN INTERNATIONAL HOLDINGS LIMITED**

**格林國際控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2700)**

### **PLACING OF BONDS**

**Placing Agent**



**GREAT ROC**  
CAPITAL SECURITIES LIMITED  
鴻鵬資本證券有限公司

#### **PLACING OF BONDS**

This announcement is made pursuant to the Inside Information Provisions (as defined in the Listing Rules) and Rule 13.09(2)(a) of the Listing Rules.

On 24 July 2015 (after trading hours), the Placing Agent and the Company entered into the Placing Agreement pursuant to which the Placing Agent has agreed, on a best endeavour basis, to procure Placees, who are independent professional, institutional or other individual investors to the Company, to subscribe for the Bonds in an aggregate principal amount of up to HK\$200,000,000 within the Placing Period. The Bonds will be placed in denomination of HK\$1,000,000.

**Placing Completion is subject to, among other things, the fulfillment of the conditions precedent under the Placing Agreement. Accordingly, the Placing may or may not proceed.**

**Shareholders and potential investors should exercise caution when dealing in the securities of the Company.**

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## **THE PLACING AGREEMENT**

Date	:	24 July 2015 (after trading hours)
Issuer	:	The Company
Placing Agent	:	The Placing Agent
		To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, as at the date of this announcement, the Placing Agent and its ultimate beneficial owners are Independent Third Parties.
Placees	:	The Bonds will be placed to Placees who are independent professional, institutional or other individual investors and who and whose ultimate beneficial owners are Independent Third Parties.
Aggregate principal amount	:	Up to HK\$200,000,000.
Issue price	:	100% of the principal amount of the Bonds.
Placing Period	:	A period of 180 days from the date of the Placing Agreement or to such longer period as mutually agreed by the Company and the Placing Agent.
Placing commission	:	The Company shall pay the Placing Agent a placing commission of 1% of the aggregate principal amount of the Bonds successfully placed in accordance with the Placing Agreement.
		The placing commission was determined after arm's length negotiation between the Company and the Placing Agent by reference to the size, the current and expected market condition and the time allowed for the Placing Agent to procure Placees for the Placing. The Directors are of the view that the placing commission payable for the Placing is fair and reasonable.
Placing Completion	:	Subject to the termination rights of the Placing Agent under the Placing Agreement, Placing Completion of each tranche of the Bonds shall take place on the second business day upon fulfillment of the conditions precedent.

- Termination rights of the Placing Agent : The Placing Agent reserves its right to terminate the arrangements as set out in the Placing Agreement, by notice in writing to the Company at
- (i) any time prior to 4:00 p.m. on each of the Placing Completion date that, in the reasonable opinion of the Placing Agent, the success of the Placing would be materially and adversely affected by
    - (a) the introduction of or change in any laws or regulations or occurrence of any nature which may affect the business, financial or trading position or prospects of the Company;
    - (b) the occurrence of any local, national or international event or change in any nature or a combination of circumstances which may affect the business, financial or trading position or prospects of the Group as a whole; adversely prejudice the success of the Placing of the Bonds by potential investors; or make it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Placing; or
    - (c) any change in market conditions or any combination of circumstances in Hong Kong occurs which affect the success of the Placing or makes it inexpedient, inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Placing; or
  - (ii) any time prior to 9:00 a.m. on the expiry date of the Placing Period, where:
    - (a) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed or assumed under the Placing Agreement; or
    - (b) the Placing Agent becomes aware of the fact that any of the representations or warranties contained in the Placing Agreement was untrue or inaccurate and in the absolute opinion of the Placing Agent that such untrue representation or warranty represents or likely to represent a material adverse change in the financial or trading position or prospects of the Group taken as a whole or have a material prejudicial effect on the Placing.

## Conditions precedent to the Placing Agreement

Completion of the Placing of each tranche of the Bonds is conditional upon (a) the Placing Agreement not being terminated in accordance with the terms of the Placing Agreement (including provisions regarding force majeure event); and (b) a completion notice having been served by the Placing Agent to the Company (collectively, the “**Conditions Precedent**”).

## PRINCIPAL TERMS OF THE BONDS

Aggregate principal amount	:	Up to HK\$200,000,000.
Denomination	:	In denomination of HK\$1,000,000.
Issue price	:	100% of principal amount of the Bonds.
Interest	:	7% per annum calculated on the basis of the face value of the Bond. Interest is payable in arrears annually on the anniversary of the respective date of the issue of the Bond with the last interest payment being paid on the Maturity Date.
Maturity date	:	In respect of each Bond, the day falling on the fourth anniversary of the date of issue of the relevant Bond (the “ <b>Maturity Date</b> ”).
Early redemption	:	Neither the Bondholders may demand for early redemption of the Bonds before the Maturity Date nor shall the Company have the right to redeem the Bonds before the Maturity Date.
Event of default	:	<p>If any of the following events of default occurs, any Bondholder may elect that its Bonds are immediately due and payable in the amount which would otherwise be due on the Maturity Date:</p> <ul style="list-style-type: none"><li>(i) a default is made for more than 14 days in the payment of the principal and/or interest of the Bonds when and as due in accordance with the terms of the Bonds and such default continues;</li><li>(ii) a default is made by the Company in the performance or observance of any covenant, condition or provision of the Bond and on its part to be performed or observed and such default continues for the period of 30 days;</li><li>(iii) a resolution is passed or an order of a court of competent jurisdiction is made that the Company be wound up or dissolved otherwise than for the purpose of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction;</li></ul>

- (iv) an encumbrancer takes possession or a receiver is appointed over the whole or a material part of the assets or undertaking of the Company;
- (v) a distress, execution or seizure order before judgment is levied or enforced upon or sued out against the whole or a material part of the property of the Company and is not discharged within 40 days thereof;
- (vi) the Company is unable to pay its debts as and when they fall due or the Company shall initiate or consent to proceedings relating to itself under any applicable bankruptcy, reorganisation or insolvency law or make an assignment for the benefit of, or enter into any composition with, its creditors;
- (vii) any event occurs which has an analogous effect to any of the events referred to in (i) to (vi) above.

Status of the Bonds	:	The Bonds will constitute general and unsecured obligations of the Company which will rank equally among themselves and at all times rank pari passu with all other present and future unsecured and unsubordinated obligations of the Company, except for obligations accorded preference by mandatory provisions of applicable law.
Transferability	:	The Bonds may be transferrable in integral multiples of HK\$1,000,000 to any person, other than by the Bondholders to any connected person of the Company, without the prior written consent of the Company and in accordance with the provisions under the terms of the Bonds.
Listing	:	No application will be made to the Stock Exchange for the listing of the Bonds.

The terms of the Bonds were determined after arm's length negotiations between the Company and the Placing Agent with reference to the prevailing market conditions.

## **REASONS FOR THE PLACING AND USE OF PROCEEDS**

The Group is principally engaged in the manufacturing and trading of recreational and educational toys and equipment, operations of a clubhouse business and provision of beauty and wellness services. Assuming the Bonds are placed in full, the maximum aggregate principle amount of the Bonds will be HK\$200,000,000. The net proceeds (after deducting the placing commission and other related costs and expenses from the Placing) will be used for the Group's new money lending business and potential acquisitions.

The Board has considered various ways of raising funds to develop its businesses and consider that the Placing represents a suitable opportunity to raise capital for the Company, as the issue of the Bonds will not result in any dilution effect on the shareholding of the existing Shareholders. The Board considers that the Placing represents a suitable opportunity to strengthen the Group's financial position, the terms of the Placing Agreement and the Bonds are on normal commercial terms and are fair and reasonable, and the Placing is in the best interests of the Company and the Shareholders as a whole.

**Placing Completion is subject to, among other things, the fulfillment of the Conditions Precedent. Accordingly, the Placing may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.**

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Board”	the board of Directors
“Bond(s)”	7% interest per annum, unsecured and non-convertible bond due in 2019 in the aggregate principal amount of up to HK\$200,000,000 issued by the Company to the Bondholders pursuant to, with the benefit of and subject to the terms of the Bonds
“Bondholder(s)”	the holder(s) of the Bonds
“Company”	Green International Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning as defined under the Listing Rules
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People's Republic of China
“Independent Third Party(ies)”	a party which/who is not a connected person of the Company and is independent of the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Placee(s)”	any professional, institutional or individual investor(s) (as defined in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong and any rules made thereunder)) procured by the Placing Agent to subscribe for any of the Bonds pursuant to the Placing Agreement
“Placing”	the placing of the Bonds by the Placing Agent pursuant to the terms of the Placing Agreement
“Placing Agent”	Great Roc Capital Securities Limited
“Placing Agreement”	the placing agreement dated 24 July 2015 entered into between the Company and the Placing Agent in relation to the Placing
“Placing Completion”	the completion of the Placing
“Placing Period”	a period of 180 days starting from the date of the Placing Agreement or such longer period as mutually agreed by the Company and the Placing Agent
“Share(s)”	share(s) in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By Order of the Board  
**Green International Holdings Limited**  
**Yang Wang Jian**  
*Chairman*

Hong Kong, 24 July 2015

*As at the date of this announcement, the Board comprises (i) seven executive Directors: Dr. Yang Wang Jian, Mr. Wong Man Keung, Ms. Yang Jun, Mr. Chen Hanhong, Ms. Yang Ya, Dr. Yu Qigang and Ms. Eva Au; (ii) one non-executive Director: Ms. Yu Jiaoli; and (iii) four independent non-executive Directors: Mr. Yeung King Wah, Kenneth, Mr. Wu Hong, Mr. Low Chin Sin and Mr. Ye Yunhan.*