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林達控股有限公司
LAMTEX HOLDINGS LTD.

STOCK CODE 股份代號1041

(Incorporated in Bermuda with limited liability)
(Stock Code: 1041)

INSIDE INFORMATION PLACING OF BONDS

Placing Agent



PC Securities Limited
寶鉅證券有限公司

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 20 June 2019 (after trading hours), the Placing Agent and the Company entered into the Placing Agreement pursuant to which the Placing Agent has agreed to procure Placees who (and their ultimate beneficial owners, if applicable) are not connected persons of the Company to subscribe for the Bonds in an aggregate principal amount of up to HK\$100,000,000 within the Placing Period. The Bonds will be placed in denomination of HK\$1,000,000.

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.

THE PLACING AGREEMENT

Date : 20 June 2019 (after trading hours)

Issuer : The Company

- Placing Agent** : PC Securities Limited
- To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, as at the date of this announcement, each of the Placing Agent and its ultimate beneficial owners is an Independent Third Party.
- Placing Commission** : Pursuant to the terms of the Placing Agreement, the Placing Agent will receive a placing commission of 1% of the aggregate principal amount of the Bonds actually placed by the Placing Agent. The placing commission in respect of the Placing was negotiated on arm's length basis between the Company and the Placing Agent under normal commercial terms and was determined with reference to, among other things, the prevailing commission rate charged by other placing agents and the price performance of the Shares.
- Placees** : The Bonds will be placed to Placees who (and their ultimate beneficial owners, if applicable) are not connected persons of the Company and not ordinary residents in Bermuda.
- Aggregate Principal Amount** : The Bonds will be issued in an aggregate principal amount of up to HK\$100,000,000.
- Placing Price** : 100% of the principal amount of the Bonds.
- Placing Period** : Three (3) months commencing from the date of the Placing Agreement, and subject to and at the discretion of the Company, a further three (3) months period immediately thereafter.
- Placing Completion** : Completion of the Placing (the "**Completion**") shall take place, in respect of the Bonds set out in the notice given by the Placing Agent in writing for the purpose of each Completion (the "**Completion Notice**"), within five (5) Business Days of the said serving of the Completion Notice, at the principal place of business of the Company in Hong Kong by 4:00 p.m. (Hong Kong time) on each date of the Completion (each a "**Completion Date**").

**Termination Rights of the
Placing Agent**

: The Placing Agent may, by giving prior written notice to the Company at any time during the Placing Period and prior to 4:00 p.m. on the Completion Date for the last batch of the Bonds, terminate this Agreement (save in respect of Bonds already issued) if, inter alia, in the opinion of the Placing Agent the success of the Placing contemplated hereunder would be materially and adversely affected by any events, including:

- (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which in the opinion of the Placing Agent may materially and adversely affect the business or the financial or trading position or prospects of the Company or 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 hereof) of a political, military, financial, economic, currency, market or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets; or
- (iii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, in Hong Kong, the PRC, the United States of America, the European Union or other jurisdiction relevant to the Group or any member of the Group and a change in currency conditions for the purpose of this provision includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America); or

- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (v) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than twenty-one (21) consecutive Business Days.

PRINCIPAL TERMS OF THE BONDS

- Aggregate principal Amount** : Bonds in an aggregate principal amount of up to HK\$100,000,000.
- Denomination** : HK\$1,000,000
- Interest** : Four (4)% per annum on the principal amount of the Bonds payable every six (6) months from the Issue Date. For interest incurred for any period of less than a full six (6) months, it shall be calculated on the basis of the actual number of days elapsed in a year of 365 days.
- Maturity Date** : The date falling on the day immediately preceding the first (1st) anniversary of the Issue Date of the Bonds.
- Redemption on the Maturity Date** : 100% of the principal amount of the Bonds together with Interest.
- Event of Default** : If any of the following events of default occurs, any Bondholder may give notice in writing to the Company that the Bonds are immediately due and repayable:
- (i) a default is made in the payment of the principal, premium (if any) or interest, in respect of any of the Bonds when and as the same ought to be paid, and such default continues for a period of seven (7) Business Days; or
 - (ii) a resolution is passed or an order of a court of competent jurisdiction is made that the Company be wound up or dissolved, otherwise, in any such case, than for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reorganisation; or

- (iii) proceedings shall have been initiated against and/or served upon (or otherwise notified) the Company under any applicable bankruptcy, reorganisation or insolvency law and such proceedings shall not have been discharged, dismissed, withdrawn or stayed within a period of sixty (60) Business Days; or
- (iv) a change of members of the board of directors of the Company has occurred; or
- (v) the Shares cease to be listed on the Stock Exchange; or
- (vi) the trading of the Shares on the Stock Exchange has been suspended, or otherwise may not be effected for whatsoever reason(s), for ten (10) consecutive Business Days; or
- (vii) any financial indebtedness of the Company is not paid when due nor within any originally applicable grace period; or
- (viii) any financial indebtedness of the Company is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); or
- (ix) the Company defaults in performance or observance or compliance with any of the Company's obligations set out in the Transaction Documents; or
- (x) any Transaction Document ceases to be in full force and effect or any Transaction Document ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Bondholder) to be illegal, invalid, non-binding, unenforceable or ineffective.

Status of Bonds

: The Bonds will constitute direct, unconditional, unsubordinated and unsecured obligations of the Company which will rank pari passu among themselves and at all times rank at least equally with all other present and future unsecured and unsubordinated obligations of the Company.

Transferability : The Bonds may be transferred in whole or in part in integral multiples of HK\$1,000,000 to any person save and except that:

- (i) none of the Bonds may be transferred to a resident of Bermuda;
- (ii) transfer of the Bonds to any connected person of the Company is subject to the requirements of the Listing Rules and the Stock Exchange (if any); and
- (iii) a written notice of such transfer shall be served on the Company.

Listing : No application will be made for the listing of the Bonds.

REASONS FOR THE PLACING AND USE OF PROCEEDS

The Group is principally engaged in securities trading and investment, securities brokerage and provision of securities margin finance, property investment, loan financing services, trading and manufacturing of electronic products and hotel operation.

Assuming the Bonds are placed in full, the maximum aggregate principal amount of the Placing will be HK\$100,000,000. The net proceeds of the Placing (after prepayment of interest of the Bonds and deduction of placing fees and expenses) from the issue of the Bonds will be utilized for financing any future investment opportunities as the Company may identify from time to time and to enhance the working capital base of the Group for the continued development opportunity of the Group, and such additional funds will also facilitate effective and timely investment in any potential investment when such opportunities arise. The Board considers that the Placing is in the best interests of the Company and its Shareholders as a whole.

Completion of the Placing is subject to, among others, the Placing Agent's rights of termination of the Placing under the Placing Agreement. Accordingly, the Placing may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.

DEFINITIONS

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

“Board”	the board of Directors
“Bond(s)”	the bonds to be issued by the Company in an aggregate principal amount of up to HK\$100,000,000, the details of which are set out in the paragraph headed “Principal Terms of the Bonds” in this announcement
“Bondholder(s)”	the holder(s) of the Bonds
“Business Day(s)”	a day other than a Saturday, Sunday or public holiday on which commercial banks are opened for business in Hong Kong and Bermuda
“Company”	Lamtex Holdings Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 1041)
“connected person(s)”	shall have the meaning as defined under the Listing Rules
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“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
“Issue Date”	in relation to the Bonds issued under the bonds instrument, the date on which the Completion takes place and when such particular Bonds are issued
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	any professional investor(s) 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”	PC Securities Limited, a licensed corporation under the SFO permitted to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities
“Placing Agreement”	the placing agreement dated 20 June 2019 entered into between the Company and the Placing Agent in relation to the Placing
“Placing Period”	three (3) months commencing from the date of the Placing Agreement, and subject to and at the discretion of the Company, a further three (3) months period immediately thereafter
“PRC”	the People’s Republic of China which for the purpose of this announcement, shall exclude Hong Kong, Macao Special Administrative Region and Taiwan
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	share(s) of US\$0.005 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transaction Documents”	the Placing Agreement, the bonds instrument and any other documents relating to the transactions contemplated therein which may be entered into from time to time and designated as such with the agreement of the Company and the Placing Agent
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By Order of the Board
Lamtex Holdings Limited
Tse Ping
Chairman

Hong Kong, 20 June 2019

As at the date of this announcement, the Board comprises three Executive Directors, namely, Mr. Tse Ping (Chairman), Mr. Wu Xiaolin and Mr. Pan Xian; three Non-Executive Directors, namely Ms. Zang Yanxia, Mr. Liu Zhanqing and Mr. Xiao Shen; and three Independent Non-Executive Directors, namely Mr. Zeng Zhaolin, Dr. Loke Yu (alias Loke Hoi Lam) and Mr. Tse Long.