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**NAGACORP LTD.**

**金界控股有限公司\***

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

**Stock code: 3918**

**PLACING OF EXISTING SHARES AND TOP-UP SUBSCRIPTION  
OF NEW SHARES UNDER THE GENERAL MANDATE**

**Placing Agents**



**Morgan Stanley**

On 13 March 2013, Hong Kong time, (after trading hours of the Stock Exchange), the Subscriber, the Guarantor, the Company and the Placing Agents entered into the Placing and Subscription Agreement pursuant to which (i) the Placing Agents have agreed to act as agent for the Subscriber to place, on a best commercial efforts basis, and the Subscriber has agreed to sell, a total of 200,000,000 existing Placing Shares to not less than six Placees who and whose ultimate beneficial owners will be third parties independent of and not acting in concert (as defined under the Takeovers Code) with the Subscriber, the Company and their respective associates and connected persons, at the Placing Price of HK\$6.05 per Placing Share; and (ii) the Subscriber has conditionally agreed to subscribe for 200,000,000 new Subscription Shares at the Subscription Price of HK\$6.05 per Subscription Share.

The Placing Shares represent, in aggregate, (i) approximately 9.60% of the existing issued share capital of the Company of 2,082,078,875 Shares as at the date of this announcement; and (ii) approximately 8.76% of the issued share capital of the Company as enlarged by the Subscription and the allotment and issue of the Subscription Shares as a result of the Subscription.

The Subscription is conditional upon (i) the Listing Committee granting the listing of, and permission to deal in, the Subscription Shares; (ii) completion of the Placing; and (iii) the Executive granting the Waiver to the Subscriber.

The net proceeds (after deducting the Company's share of the placing agents' commission and other expenses incurred in the Placing and the Subscription) from the Subscription will be approximately HK\$1,200,653,200. The Company intends to use the net proceeds from the Subscription for future growth and market penetration of its overseas high-premium direct-players program and the profit sharing formula junket business.

## **THE PLACING AND SUBSCRIPTION AGREEMENT**

### **Date**

13 March 2013, Hong Kong time (after trading hours of the Stock Exchange)

### **Parties Involved**

The Company, the Subscriber, the Guarantor and the Placing Agents

### **The Subscriber**

As at the date of the Placing and Subscription Agreement, the Subscriber holds 703,534,855 Shares, representing approximately 33.79% of the existing issued share capital of the Company, on trust for the sole benefit of the Guarantor.

### **The Guarantor**

The Guarantor is an Executive Director and the Chief Executive Officer of the Company. He is also the controlling shareholder (as defined under the Listing Rules) of the Company.

## **Placing and Subscription**

The Placing Agents have agreed to act as agent to the Subscriber to place, on a best commercial efforts basis, the Placing Shares at the Placing Price and will receive a placing commission of 0.60% of the amount equal to the Placing Price multiplied by the number of the Placing Shares. The placing commission was arrived at after arm's length negotiations between the Company, the Subscriber and the Placing Agents.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, each of the Placing Agents and its ultimate beneficial owner is independent of and not connected with the Subscriber, the Company and their respective associates and connected persons, and are not acting in concert with the Subscriber (or parties acting in concert with it) or its associates.

Pursuant to the Placing and Subscription Agreement, the Subscriber agreed to place, through the Placing Agents, 200,000,000 Placing Shares to the Placees at a price of HK\$6.05 per Placing Share and the Subscriber will subscribe the Subscription Shares at a price of HK\$6.05 per Subscription Share.

Details of the Placing and the Subscription are set out below.

### **1. Placing**

#### ***Placees***

The Placing Agents have agreed to place the Placing Shares, on a best commercial efforts basis, to not less than six (6) Placees who and whose ultimate beneficial owners will be third parties independent of and not acting in concert (as defined under the Takeovers Code) with the Subscriber, the Company and their respective associates and connected persons. Immediately after the completion of the Placing, it is expected that none of the Placees will become a substantial shareholder (as defined under the Listing Rules) of the Company.

#### ***Placing Shares***

The Placing Shares represent, in aggregate, (i) approximately 9.60% of the existing issued share capital of the Company of 2,082,078,875 Shares as at the date of this announcement; and (ii) approximately 8.76% of the issued share capital of the Company as enlarged by the Subscription and the allotment and issue of the Subscription Shares as a result of the Subscription.

### ***Rights of the Placing Shares***

The Placing Shares will be sold free from all Encumbrances and together with all rights attaching thereto as at the Transaction Date, including the right to receive all dividends declared, made or paid on or after the Transaction Date.

As announced by the Company on 6 February 2013, the Board has recommended a final dividend of US cents 2.33 per Share (or equivalent to HK cents 18.06 per Share) for the year ended 31 December 2012. The declaration of such final dividend will be subject to the Shareholders' approval at the upcoming annual general meeting of the Company to be held on Friday, 24 May 2013. The Placing Shares will be eligible to receive the proposed dividend.

### ***Lock Up Undertakings***

Pursuant to the Placing and Subscription Agreement, each of the Subscriber and the Guarantor has jointly and severally undertaken to the Placing Agents that (except for the sale of Placing Shares pursuant to the Placing and Subscription Agreement), for a period of ninety (90) days from the date of the Placing and Subscription Agreement, it/he will not, and will procure that none of its/his nominees and companies controlled by it/him and trusts associated with it/him (whether individually or together and whether directly or indirectly) will, (i) offer, lend, pledge, issue, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Shares (including the Subscription Shares) or any interests therein beneficially owned or held by the Subscriber or any of its affiliates or any securities convertible into or exercisable or exchangeable for or substantially similar to any such Shares or interests; or (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares (shares of the Subscriber aforementioned) or such other securities, in cash or otherwise or (iii) announce any intention to enter into or effect any such transaction described in (i) or (ii) above, unless with the prior joint written consent of the Placing Agents.

The Company has undertaken to the Placing Agents, and each of the Guarantor and the Subscriber has undertaken to the Placing Agents to procure, that for a period of ninety (90) days from the date of the Placing and Subscription Agreement, the Company will not, except for the Subscription Shares and save pursuant to (1) the terms of any employee share option scheme of the Company or (2) bonuses or scrip dividend or similar arrangements which provide for the allotment of Shares in lieu of the whole or part of a dividend on Shares in accordance with its articles of association, (i) allot or issue or offer to allot or issue or grant any option, right or warrant to subscribe for (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Share(s) or any interests in Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to Shares or interest in Shares; or (ii) agree (conditionally or unconditionally) to enter into or effect any such transaction with the same economic effect as any of the transactions described in (i) above; or (iii) announce any intention to enter into or effect any such transaction described in (i) or (ii) above, without first having obtained the joint written consent of the Placing Agents.

### ***Placing Price***

The Placing Price represents:

- (i) a discount of approximately 8.33% to the closing price of HK\$6.60 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (ii) a discount of approximately 10.21% to the average closing price of approximately HK\$6.74 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days prior to and including the Last Trading Date; and
- (iii) a discount of approximately 8.35% to the average closing price per Share of approximately HK\$6.60 as quoted on the Stock Exchange for the last ten (10) consecutive trading days prior to and including the Last Trading Date.

The Placing Price was arrived at after arm's length negotiations among the Company, the Subscriber, the Guarantor, and the Placing Agents with reference to the prevailing market prices of the Shares. The Directors consider that the Placing Price and the terms and conditions of the Placing and Subscription Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole. The net Placing Price, after deduction of the relevant expenses, is approximately HK\$6.00 per Placing Share.

### ***Placing Commission and Expenses***

The Company will be responsible for the costs, fees and expenses of the Placing, including the placing commission of 0.60% on the gross proceeds of the Placing and the seller's share of the stamp duty, SFC trading levy and Stock Exchange trading fee payable in relation to the transfer of the Placing Shares. Such costs, fees and expenses will, to the extent borne ultimately by the Subscriber, be deducted from the aggregate Subscription Price payable by the Subscriber.

### ***Completion of the Placing***

The Placing is unconditional and the completion of the Placing is expected to take place on the Closing Date.

## **2. Subscription**

### ***Subscription Shares***

The Subscriber has conditionally agreed to subscribe 200,000,000 Subscription Shares, representing, in aggregate, (i) approximately 9.60% of the existing issued share capital of the Company; and (ii) approximately 8.76% of the issued share capital of the Company as enlarged by the Subscription and the allotment and issue of the Subscription Shares as a result of the Subscription.

### ***Rights and Ranking of the Subscription Shares***

The Subscription Shares will, when fully paid, rank pari passu in all respects with the other Shares in issue or to be issued by the Company on or prior to the date of completion of the Subscription including the rights to all dividends and other distributions declared, made or paid at any time after the date of allotment. The Subscription Shares to be issued will be eligible to receive the proposed dividend as referred under the paragraph headed "Rights of the Placing Shares".

### ***General Mandate to issue the Subscription Shares***

The issue of the Subscription Shares is not subject to the approval of the Shareholders. The Subscription Shares will be issued under the General Mandate to allot, issue and deal with Shares granted to the Directors by resolution of the Shareholders passed at the AGM which authorised the Directors to allot and issue a maximum of 416,415,775 Shares. As at the date of this announcement, (i) no portion of the General Mandate was utilised; (ii) the Company has not allotted and issued any Shares pursuant to the General Mandate; and (iii) the General Mandate is sufficient for the allotment and issue of the Subscription Shares. The Company has not repurchased any Shares within the last thirty (30) days prior to the date of this announcement.

### ***Subscription Price***

The Subscription Price:

- (i) represents a discount of approximately 8.33% to the closing price of HK\$6.60 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (ii) represents a discount of approximately 10.21% to the average closing price of approximately HK\$6.74 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days prior to and including the Last Trading Date; and
- (iii) is equal to the Placing Price.

The Subscription Price was arrived at after arm's length negotiations among the Company, the Subscriber, the Guarantor and the Placing Agents with reference to the prevailing market prices. The Directors consider that the Subscription Price and the terms and conditions of the Placing and Subscription Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

### ***Conditions of the Subscription***

The Subscription is conditional upon:

- (i) the Listing Committee granting approval for the listing of, and permission to deal in, the Subscription Shares (and such listing and permission not subsequently revoked prior to the delivery of definitive share certificate(s) representing the Subscription Shares under the Placing and Subscription Agreement);
- (ii) the completion of the Placing having occurred pursuant to the terms of the Placing and Subscription Agreement; and
- (iii) the Executive granting the Waiver to the Subscriber.

Application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Subscription Shares. Application will be made to the Executive for the granting of the Waiver. The Placing and Subscription Agreement has not provided for the right of the parties to waive the above conditions.

### ***Completion of the Subscription***

Completion of the Subscription will take place on the second Business Day (or such other date as may be agreed by the Company and the Subscriber) after the date upon which the last of the conditions of the Subscription to be satisfied have been satisfied.

Under Rule 14A.31(3)(d) of the Listing Rules, the Subscription must be completed on or before 27 March 2013, being fourteen (14) days after the date of the Placing and Subscription Agreement. If the Subscription is to be completed thereafter, it will constitute a connected transaction under the Listing Rules and require compliance with all the relevant requirements under Chapter 14A of the Listing Rules, including but not limited to the issue of a separate announcement and approval by the independent Shareholders (being Shareholders other than the Subscriber, its ultimate beneficial owners and their respective associates).

### ***Termination***

The Placing Agent may terminate the Placing and Subscription Agreement without liability to the Subscriber, the Company and/or the Guarantor by giving notice in writing to the Subscriber, the Guarantor and the Company at any time up to 9:00 a.m. (Hong Kong time) on the Closing Date if:

- (1) there is any new law or regulation or any change or development involving a prospective change in existing laws or regulations in any relevant jurisdiction which in the sole judgment of the Placing Agents has or is likely to have a material adverse effect on the financial position, business, results of operation or prospects of the Company and/or of the Group as a whole;
- (2) the occurrence of any significant event, development or change or prospective change (whether or not permanent or forming part of a series of event, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international monetary, fiscal, industrial, economic, financial, regulatory, political or military conditions which in the sole judgment of the Placing Agents is or would be materially adverse to the success of the Placing or makes it impracticable or inadvisable or inexpedient to proceed therewith;



- (3) the occurrence of any significant event, development or change or prospective change (whether or not permanent or forming part of a series of event, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international securities market conditions or currency exchange rates or foreign exchange rates or foreign exchange controls which in the sole judgement of the Placing Agents is or would be materially adverse to the success of the Placing or makes it impracticable or inadvisable or inexpedient to proceed therewith;
- (4) the occurrence of a general moratorium on commercial banking activities in Hong Kong, the People's Republic of China, London or New York declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong, the People's Republic of China, the United Kingdom, the United States or Cambodia;
- (5) there is a change or development involving a prospective change in Taxation which constitutes a material adverse effect on the Group as a whole or the Placing Shares or the transfer thereof;
- (6) the occurrence of any outbreak or escalation of hostilities or act of terrorism involving Hong Kong, the People's Republic of China, the United Kingdom, the United States or Cambodia or the declaration by Hong Kong, the People's Republic of China, the United Kingdom, the United States or Cambodia of a national emergency or war or other calamity or crisis;
- (7) the occurrence of any suspension of dealings in the Shares for any period whatsoever (other than as a result of, or in connection with the Placing);
- (8) the occurrence of any moratorium, suspension or material restriction on trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the London Stock Exchange, the New York Stock Exchange or Nasdaq due to exceptional financial circumstances or otherwise at any time prior to the Closing Date;

- (9) there is any breach of any of the representations, warranties and undertakings by the Company, the Subscriber and/or the Guarantor set out in the Placing and Subscription Agreement comes to the knowledge of the Placing Agents or any event occurs or any matter arises on or after the date of the Placing and Subscription Agreement and prior to the Closing Date which if it had occurred or arisen before the date of the Placing and Subscription Agreement would have rendered any of such representations, warranties and undertakings untrue, misleading or incorrect in any respect or (in the sole judgment of the Placing Agents) is or would materially and adversely affect the financial position or business of the Company and/or of the Group as a whole or is or would be materially adverse to the success of the Placing, or there has been a breach of, or failure to perform, any other provision of the Placing and Subscription Agreement on the part of the Subscriber, the Guarantor and/or the Company; or
- (10) there is any such adverse change, or development involving a prospective adverse change in the general affairs, condition, results of operations or prospects, management, business, stockholders' equity or in the financial or trading position of the Company and/or of the Group as a whole which in the sole judgment of the Placing Agents is materially adverse to the success of the Placing.

Without prejudice to any other provisions of the Placing and Subscription Agreement, the Placing Agents shall have the right exercisable at any time by notice in writing to the Subscriber, the Guarantor and the Company to terminate the Placing and Subscription Agreement if any of the Placing Shares are not delivered by or on behalf of the Subscriber in accordance with the terms thereof.

Upon termination of the Placing and Subscription Agreement pursuant to the above mentioned factors, all obligations of the parties thereto shall cease and determine and no party to the Placing and Subscription Agreement shall have any claim against any other party in respect of any matter arising out of or in connection with the Placing and Subscription Agreement save for any antecedent breach of any obligation under the Placing and Subscription Agreement and the payment of all reasonable costs, charges and expenses to the extent already incurred.

#### **DISPENSATION FROM RULE 26 OF THE TAKEOVERS CODE**

As a result of the Placing, the aggregate percentage shareholding of the Subscriber and its concert parties will be reduced from approximately 45.71% to approximately 36.11% (a decrease of approximately 9.60%) and as a result of the Subscription, their aggregate percentage shareholding will be increased from approximately 36.11% to approximately 41.71% (an increase of approximately 5.60%). An application will be made to the Executive for granting of Waiver to make a mandatory general offer for

all of the issued Shares other than those already owned by it and parties acting in concert with it under Note 6 on dispensations from Rule 26 of the Takeovers Code. As stated above, completion of the Subscription will be subject to the granting of the Waiver by the Executive to the Subscriber and none of the conditions for the Subscription can be waived by the parties to the Placing and Subscription Agreement.

## **REASONS FOR THE PLACING AND THE SUBSCRIPTION**

The Directors have considered various ways of raising funds and consider that it would be in the interests of the Company to raise equity funding via the Placing and the Subscription to broaden its shareholder base, strengthen the capital base and to enhance its financial position and net assets base for long-term development and growth.

The Directors (including the Independent Non-executive Directors) consider the terms of the Subscription (including but not limited to the Subscription Price and the placing agents' commission of 0.6% to be borne by the Company in relation to the placing of Placing Shares that are matched by the Subscription Shares applied for) to be fair and reasonable in light of current market conditions, and the Subscription to be in the interests of the Company and the Shareholders as a whole.

## **USE OF PROCEEDS**

The gross proceeds and net proceeds (after deducting the Company's share of the placing agents' commission and other expenses incurred in the Placing and the Subscription) from the Subscription are expected to be approximately HK\$1,210,000,000 and approximately HK\$1,200,653,200, respectively. The net Subscription Price, after deduction of the Company's share of relevant costs, fees and expenses, is approximately HK\$6.00 per Subscription Share.

The principal activity of the Group is the operation of a hotel and entertainment complex, NagaWorld, in Cambodia. The Directors consider that there are strong prospects for future growth and significant opportunities to expand the Group's overseas high-premium direct-players program and develop its profit-sharing formula junket business with trusted third parties. Currently, the Group has a number of initiatives in advance planning and various business developments at different stages of implementation. The Company intends to use the net proceeds from the Subscription to promote and implement these projects, which include the following:

1. The Company's subsidiary entered into an agreement on 11 January 2013 with the Royal Government of Cambodia, pursuant to which that subsidiary has agreed to construct a new private airport terminal (the "**Naga Terminal**") to provide a unique arrival and departure experience for customers using the Company's private jets. The Naga Terminal will be located at a different location

from the existing passenger terminal at Phnom Penh International Airport. This will not only afford a unique VIP arrival and departure experience, but also position the junket segment of the Company's business in a more competitive manner within the region. It is intended that the Naga Terminal would house its own immigration facility, VIP lounge, food and beverage outlets and other services. The Company intends to allocate in the order of US\$15 million from the net proceeds for this purpose.

2. The Company intends to upgrade its transportation services from the airport to the casino and replace its ageing VIP vehicles with a fleet of vehicles more in tune with the Company's strategic pursuit of the VIP and junket business. The Company intends to allocate approximately US\$2 million from the net proceeds for this purpose.
3. The Directors have taken the view that NagaWorld Hotel, which was built in the mid-2000s, would benefit from the development of some luxury suites befitting its high-end VIP business. In its continuing effort to upgrade and improve NagaWorld, the Company intends to upgrade and improve 150 existing rooms and suites of the hotel to a higher standard, in order to compete for this segment of the gaming business. In addition, the Company intends to launch a themed casino on the roof top of the swimming pool block of the hotel to create a new and exhilarating gaming environment for its customers. The Company intends to allocate approximately US\$20 million from the net proceeds for this purpose.
4. The Company intends to embark on a series of more aggressive profiling and promotional activities in East Asia and South East Asia to truly position NagaWorld as a regional IndoChina entertainment centre and proposes to allocate in the order of US\$5 million from the net proceeds for this purpose.
5. More generally, the Company proposes to allocate the balance of the proceeds as working capital for the general development of its high roller business, leaving available to it sufficient internal financial backing to attract and, have the full confidence of, VIP clientele looking for games with higher table limits and increased stakes.

## EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE-MONTH PERIOD

The Company has conducted no fund raising activities in the twelve (12) months immediately preceding the date of this announcement.

## EFFECTS OF SHAREHOLDING STRUCTURE

Assuming all the Placing Shares are placed under the Placing and Subscription Agreement, the shareholding structure of the Company before and after the Placing and the Subscription will be as follows respectively:

Shareholder	As at the date of this announcement		Immediately after the Placing but before the Subscription		Immediately after the Subscription	
	<i>Number of Shares</i>	<i>%</i>	<i>Number of Shares</i>	<i>%</i>	<i>Number of Shares</i>	<i>%</i>
Dr. Chen and his associates	951,795,298	45.71	751,795,298	36.11	951,795,298	41.71
Placees of the Placing Shares	—	—	200,000,000	9.60	200,000,000	8.76
Other public Shareholders	<u>1,130,283,577</u>	<u>54.29</u>	<u>1,130,283,577</u>	<u>54.29</u>	<u>1,130,283,577</u>	<u>49.53</u>
Total	<u>2,082,078,875</u>	<u>100.00</u>	<u>2,082,078,875</u>	<u>100.00</u>	<u>2,282,078,875</u>	<u>100.00</u>

As at the date of the Placing and Subscription Agreement, Dr. Chen, being a substantial Shareholder (as defined under the Listing Rules) of the Company, holds 951,795,298 Shares, representing approximately 45.71% of the existing issued share capital of the Company through (i) direct interest of 4.13%; (ii) indirect interest of 33.79% held through the Subscriber; and (iii) indirect interest of 7.79% held through Cambodia Development Corporation.

Immediately after completion of the Placing and the Subscription, Dr. Chen's shareholding in the Company would reduce from approximately 45.71% to approximately 41.71% of the existing issued share capital of the Company. Notwithstanding the said reduction in shareholdings, Dr. Chen will continue to be the controlling Shareholder of the Company who has control over the financial and operating decisions of the Company.

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meaning:

“AGM”	the annual general meeting of the Company held on Thursday, 24 May 2012
“acting in concert”	has the meaning ascribed in the Takeovers Code
“associates”	has the meaning ascribed to this term under the Listing Rules
“Board”	the board of Directors
“Business Day”	any day on which the Stock Exchange is open for securities dealings
“Cambodia”	the Kingdom of Cambodia
“Closing Date”	two Business Days after the Transaction Date or such other date as the Subscriber and the Placing Agents may agree in writing
“Company”	NagaCorp Ltd., a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Directors”	directors of the Company
“Encumbrance”	any pledge, charge, lien, mortgage, option, warrant, security interest, claim, pre-emption rights, equity interest, third party rights whatsoever or interests or rights similar to the foregoing
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director
“General Mandate”	the general mandate granted to the Directors by the Shareholders at the AGM to allot, issue and deal with up to 20% of the then issued share capital of the Company as at the date of the AGM

“Group”	the Company and its subsidiaries
“Guarantor” or “Dr. Chen”	Tan Sri Dr Chen Lip Keong, an Executive Director and the Chief Executive Officer of the Company and a substantial Shareholder of the Company
“HK\$” and “HK cents”	Hong Kong dollars and cents respectively, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Last Trading Day”	13 March 2013, being the last trading day prior to the signing of the Placing and Subscription Agreement, which took place after trading hours
“Listing Committee”	the listing committee of the Stock Exchange for considering applications for listing and the granting of listing
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	any professional, institutional or other investors procured by or on behalf of the Placing Agents to purchase any of the Placing Shares pursuant to the Placing Agents’ obligations under the Placing and Subscription Agreement
“Placing”	the placing of the Placing Shares by or on behalf of the Placing Agents to the Placees pursuant to the Placing and Subscription Agreement
“Placing Agents”	BNP Paribas Capital (Asia Pacific) Limited and Morgan Stanley & Co. International Plc
“Placing and Subscription Agreement”	the agreement dated 13 March 2013 and entered into among the Company, the Placing Agents, the Subscriber and the Guarantor in respect of the Placing and the Subscription
“Placing Price”	HK\$6.05 per Placing Share
“Placing Shares”	an aggregate of 200,000,000 existing Shares to be placed by the Placing Agents on behalf of the Subscriber under the Placing

“SFC”	the Securities and Futures Commission
“Share(s)”	ordinary share(s) of US\$0.0125 each in the issued share capital of the Company
“Shareholder(s)”	the shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber”	Fourth Star Finance Corp, a company incorporated in the British Virgin Islands and the legal owner of 703,534,855 Shares held on trust for Dr. Chen as beneficiary
“Subscription”	the subscription of the Subscription Shares by the Subscriber at the Subscription Price pursuant to the Placing and Subscription Agreement
“Subscription Price”	HK\$6.05 per Subscription Share
“Subscription Shares”	200,000,000 new Shares to be allotted and issued by the Company to the Subscriber pursuant to the terms and conditions of the Placing and Subscription Agreement
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers
“Taxation”	all forms of taxation including value added tax (VAT), goods and services tax (GST), business tax, stamp duty, withholding taxes and/or other similar taxes whether of Hong Kong, Cambodia or elsewhere in the world whenever imposed and all statutory, governmental, state, provincial, local governmental or municipal impositions, duties and levies and all penalties, charges, costs and interests relating thereto
“Transaction Date”	14 March 2013 or such other date as the Subscriber and the Placing Agents may agree in writing
“US\$” and “US cents”	United States dollars and cents respectively, the lawful currency of the United States of America



“Waiver” a waiver application made to the Executive pursuant to Note 6 on dispensations from Rule 26 of the Takeovers Code of the obligations on the part of the Subscriber and parties acting in concert with it to make a mandatory general offer under Rule 26 of the Takeovers Code for all securities of the Company other than those already owned or agreed to be acquired by the Subscriber and parties acting in concert with it as a result of the allotment and issue of the Subscription Shares

“%” per cent

\* denotes Chinese translation of the name of the Company is provided for identification purposes only.

For the purpose of this announcement, amounts denominated in US\$ have been converted to HK\$ at an exchange rate of US\$1.00 to HK\$7.75 for illustration only.

By Order of the Board  
**NAGACORP LTD.**  
**Timothy Patrick McNally**  
*Chairman*

Hong Kong, 14 March 2013

*The Directors jointly and severally accept full responsibility for the accuracy of information contained in this announcement and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

As at the date of this announcement, the directors of the Company are:

*Executive Directors*

Tan Sri Dr Chen Lip Keong, Philip Lee Wai Tuck and Chen Yepern

*Non-executive Director*

Timothy Patrick McNally

*Independent Non-executive Directors*

Tan Sri Datuk Seri Panglima Abdul Kadir Bin Haji Sheikh Fadzir, Lim Mun Kee and Michael Lai Kai Jin

*Please also refer to the electronic version of the same on the Company’s website [www.nagacorp.com](http://www.nagacorp.com), [www.irasia.com](http://www.irasia.com) and the website of The Stock Exchange of Hong Kong Limited.*