

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

*This announcement is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for any securities of the Company.*



**HYDOO INTERNATIONAL HOLDING LIMITED**

**毅德國際控股有限公司**

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

**(Stock code: 1396)**

## **PROPOSED PLACING OF BONDS**

This announcement is made pursuant to Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

On 21 March, 2016 (after trading hours), the Company and the Placing Agent entered into the Placing Agreement pursuant to which the Placing Agent has conditionally agreed to procure independent Placees to subscribe in cash for one or multiple tranches of the Bonds in an aggregated principal amount of up to HK\$200,000,000 during the Placing Period.

**Completion is subject to the terms and conditions of 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.**

This announcement is made pursuant to Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

## THE PLACING AGREEMENT

On 21 March, 2016 (after trading hours), the Company and the Placing Agent entered into the Placing Agreement for the Placing of the Bonds. Summarised below are the salient terms of the Placing Agreement and the principal terms of the Bonds.

**Date** : 21 March, 2016 (after trading hours)

**Issuer** : The Company

**Placing Agent** : BOCOM International Securities Limited

To the best of the Director's knowledge, information and belief after having made all reasonable enquiries, as at the date of this announcement, the Placing Agent is an independent third party and is not a connected person (as defined in the Listing Rules) of the Company.

**Placees** : The Bonds will be placed to the Placees which will be independent "professional investors" (as defined in Section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)), and who will be and whose ultimate beneficial owners are independent third parties and are not connected persons (as defined in the Listing Rules) of the Company.

**Placing Price** : 100% of the principal amount of the Bonds

**Placing Period** : The period commencing from the date of the Placing Agreement and ends at the date falling 90 days from the date of the Placing Agreement (both dates inclusive) (or such later date to be mutually agreed between the Company and the Placing Agent).

**Conditions of the Placing** : Completion of the Placing of a tranche of the Bonds is conditional upon the fulfillment of the following conditions:

- (i) no representation, warranty or undertaking made by the Company under the Placing Agreement having been breached by the Company or is otherwise rendered inaccurate, untrue or misleading and no failure to perform any of the obligations hereunder by the Company, in each case on or prior to the relevant issue date of such tranche;

- (ii) no event having occurred or occurring which would constitute an event of default or potential event of default (as defined in the instrument to be issued in respect of the Bonds) had the Bonds of that tranche been issued;
- (iii) all consents and approvals, including the board and shareholders resolutions (as applicable), required in relation to the issue of the Bonds and the performance of the Company's obligations under the Placing Agreement, having been obtained; and
- (iv) no adverse change or development or event having occurred or occurring which would likely involve a prospective change, in the condition (financial or other), prospects, properties, results of operations, business or general affairs of the Company or of the Group, which is material and adverse in the context of the Placing and the Bonds.

If any of the conditions referred above are not fulfilled or waived (where appropriate) on or before 5:00 pm on the relevant issue date of a tranche of the Bonds or such later time or date as may be agreed between the Company and the Placing Agent, Completion shall not take place and the Placing Agent may, at any time thereafter, terminate its obligations under the Placing Agreement by notice in writing to the Company, whereupon the obligations of the Placing Agent under the Placing Agreement shall forthwith cease and terminate and neither the Company nor the Placing Agent shall have any claim against the other party, save for any antecedent breach thereof.

**Completion of a Placing** : Completion shall take place upon the fulfilment of the conditions set out above or such other date to be agreed between the Company and the Placing Agent.

**Termination  
Rights of the  
Placing Agent**

The Placing Agent may, by notice to the Company given at any time during the Placing Period, terminate the Placing Agreement if:

- (i) there shall develop, occur, exist or come into effect:
  - (a) 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 in or affecting Hong Kong and the PRC (each a “**Relevant Jurisdiction**”);
  - (b) the occurrence of any event or change of a political, military, financial, economic or other nature, or in the nature of any outbreak or escalation of hostilities or armed conflict, or affecting local securities markets, in the Relevant Jurisdictions;
  - (c) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs in the Relevant Jurisdictions;
  - (d) 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 in the Relevant Jurisdictions;
  - (e) any order or petition for the winding up of any member of the Group or any composition or arrangement being made by any member of the Group with its creditors or any scheme of arrangement being entered into by any member of the Group or any resolution for the winding up of any member of the Group being entered into by any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group, other than any voluntary winding up of any member of the Group;

- (f) any prohibition on the Company for whatever reason from offering or issuing any of the Bonds pursuant to the terms of the Placing Agreement, including any governmental authority of competent jurisdiction enacting or issuing any law, rule, regulation, judgement, decree or other order which prohibits the Company from consummating any transaction contemplated under the Placing Agreement; or
- (g) any governmental authority in the Relevant Jurisdictions, including, the Stock Exchange or the Securities and Futures Commission, commencing any legal proceedings, investigation or other action of material importance, or announcing an intention to commence proceedings, investigate or take other action, against any member of the Group or any executive director of the Company;

which, in the sole opinion of the Placing Agent, (I) has or will have or may have a material adverse effect on the business or the financial or trading position or prospects of the Group as a whole, or (II) makes or will make or may make it inadvisable or inexpedient to proceed with the Placing;

- (ii) there has come to the notice of the Placing Agent:
  - (a) any suspension in the trading of the Company's securities on the Stock Exchange for a period of more than 30 consecutive Business Days;
  - (b) any material breach of any of the representations, warranties or undertakings given by the Company under the Placing Agreement;
  - (c) any change or any development involving a prospective change in the general affairs, prospects, earnings, business, properties, stockholders' equity or in the financial or trading position of the Group (other than those already disclosed to the public on or before the date of the Placing Agreement) as a whole which is so material and adverse as to make it impractical or inadvisable to proceed with the Placing.

In the event that the Placing Agent terminates the Placing Agreement due to the occurrence of any of the above events, all obligations of the Company and the Placing Agent shall cease to have effect and none of the parties to the Placing Agreement shall have any rights or claims (other than those already accrued prior to such termination).

## **PRINCIPAL TERMS OF THE BONDS**

- Aggregate Principal Amount** : Up to HK\$200,000,000
- Denomination** : In denomination of HK\$1,000,000 each or integral multiples thereof
- Interest** : The Bonds bear interest on their outstanding principal amount from and including the relevant issue date of each tranche of the Bonds at the rate of 8 per cent. per annum, payable semi-annually in arrears each year commencing on the relevant issue date of each tranche of the Bonds provided that the last interest payment date shall be the Maturity Date (as defined below).
- Term and Maturity** : Two years and six months from the relevant issue date of each tranche of the Bonds. The Bonds shall fall mature upon expiry of the term from the relevant issue date of each tranche of the Bonds (the “**Maturity Date**”).
- Early Redemption and Repurchase** : The Company may at any time before the Maturity Date and from time to time by serving at least 10 days’ prior written notice on a Bondholder stating the total principal amount of Bonds proposed to be redeemed from such Bondholder and the date fixed for redemption, redeem the Bonds (in whole or in part) at 100% of the total principal amount of such Bonds together with interest accrued up to the date of such early redemption.

Each of the Company and its subsidiaries may at any time purchase Bonds in the open market or otherwise at any price.

All Bonds which are redeemed by the Company or purchased by the Company or any of its subsidiaries will forthwith be cancelled. Such Bonds may not be reissued or resold.

- Events of Default** : If any of the events of default set out in the instrument to the Bonds occurs, the Company shall notify the Bondholders in writing immediately upon becoming aware of any of such events of default. A Bondholder may give notice to the Company to demand that the Bond are immediately due and payable at their principal amount together (if applicable) with accrued interest.
- Status of the Bonds** : The Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.
- Transferability** : The Bonds may be transferred, in integral multiples of HK\$1,000,000, to any person subject to that the Bonds may not be transferred by the Bondholder(s) to any connected person (as defined in the Listing Rules) of the Company without the prior written consent of the Stock Exchange.
- Listing** : No application will be made for the listing of the Bonds on the Stock Exchange or any other stock exchange.

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

The Group is principally engaged in the development and operation of large-scale trade center projects in third- and fourth-tier and selected second-tier cities in the PRC. Assuming the Bonds are placed in full, the maximum aggregate principal amount of the Placing will be HK\$200,000,000. The net proceeds (after deduction of placing commission and other costs and expenses) from the issue of the Bonds will be utilized as general working capital (including but not limited to repayment of loans of the Group and/or for future development of the Company). The Board considers that the Placing is in the best interests of the Company and its Shareholders as a whole.

**Completion is subject to the terms and conditions of 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:

“associate(s)”	has the meaning ascribed to it in the Listing Rules
“Board”	the board of Directors
“Bondholder(s)”	holder(s) of the Bonds
“Bond(s)”	the multiple tranches of 8% coupon unsecured, non-convertible and unlisted bonds to be issued by the Company in an aggregate principal amount of up to HK\$200,000,000 (with face value of HK\$1,000,000 each) due on the Maturity Date as agreed between the Placing Agent and the Company for each tranche of issue of the bonds pursuant to the terms of the Placing Agreement and the instrument to the bonds
“Business Day(s)”	any day (excluding a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for normal banking business
“Company”	Hydoo International Holding Limited (毅德國際控股有限公司), a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Stock Exchange
“Completion”	the completion of the Placing of the Bonds in accordance with the terms and conditions of the Placing Agreement
“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
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Placee(s)”	professional investors 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”	BOCOM International Securities Limited, a corporation licensed to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities) and Type 5 (advising on futures contracts) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Placing Agreement”	the placing agreement dated 21 March, 2016 entered into between the Company and the Placing Agent in relation to the Placing of the Bonds
“Placing Period”	the period from the date of the Placing Agreement and ends at the date falling 90 days from the date of the Placing Agreement (both dates inclusive) (or such later date to be mutually agreed between the Company and the Placing Agent)
“Share(s)”	common share(s) of HK\$0.01 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
“%”	per cent.

By order of the Board  
**Hydoo International Holding Limited**  
**Wang Jianli**  
*Chairman and Executive Director*

Hong Kong, 21 March, 2016

*As at the date of this announcement, the executive Directors of the Company are Mr. Wang Jianli, Mr. Wang Dewen and Mr. Huang Dehong; the non-executive Directors of the Company are Mr. Yuan Bing and Mr. Wang Wei; and the independent non-executive Directors of the Company are Mr. Zhao Lihua, Mr. Wang Lianzhou and Mr. Lam, Chi Yuen Nelson.*