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TONGDA GROUP HOLDINGS LIMITED

通達集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 698)

PROPOSED ISSUE OF HK\$880,000,000 1.0% CONVERTIBLE BONDS DUE 2018 AND CLARIFICATION ANNOUNCEMENT

PROPOSED ISSUE OF THE CONVERTIBLE BONDS

The Board is pleased to announce that on 15 June 2015 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement pursuant to which, on the terms and subject to the conditions of the Subscription Agreement, the Company has agreed to issue to the Subscriber, and the Subscriber has agreed to subscribe for, the Convertible Bonds at the aggregate principal amount of HK\$880,000,000 less the relevant fees and expenses.

Assuming full conversion of the Convertible Bonds at the initial Conversion Price of HK\$1.88 per New Share, the Convertible Bonds will be convertible into 468,085,106 New Shares (subject to adjustment), representing approximately 8.56% of the issued share capital of the Company as at the date of this announcement and approximately 7.88% of the issued share capital of the Company as enlarged by the issue of the New Shares.

The New Shares will be allotted and issued under the General Mandate. The New Shares to be issued upon full conversion of the Convertible Bonds shall rank pari passu and carry the same rights and privileges in all respects as any other Shares.

The estimated net proceeds from the issue of the Convertible Bonds, after deduction of estimated expenses payable in connection with the issue of the Convertible Bonds, will be approximately HK\$865,352,000. The Company intends to use the net proceeds from the issue of the Convertible Bonds to (1) fund the Group's (a) capital expenditure requirements, (b) general corporate purposes, and (c) future expansions, and (2) repay the Group's existing debts.

It is intended that the Convertible Bonds will be listed on the Singapore Stock Exchange and the Company will use commercially reasonable efforts to obtain the listing of the Convertible Bonds on the Singapore Stock Exchange or such other stock exchange as the Company may (with the approval of the Subscriber) elect within two months of the Closing Date. The Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the New Shares.

Completion of the Subscription Agreement is subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement. The Subscription Agreement may also be terminated in certain circumstances. Shareholders and investors are advised to exercise caution when dealing in the securities of the Company.

A. PROPOSED ISSUE OF THE CONVERTIBLE BONDS

The Board is pleased to announce that on 15 June 2015 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement pursuant to which, on the terms and subject to the conditions of the Subscription Agreement, the Company has agreed to issue to the Subscriber, and the Subscriber has agreed to subscribe for, the Convertible Bonds at the aggregate principal amount of HK\$880,000,000 less the relevant fees and expenses.

The Subscription Agreement

Date: 15 June 2015

Parties: (1) The Company as issuer
(2) The Subscriber as subscriber

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Subscriber and its ultimate beneficial owners are Independent Third Parties.

Conditions Precedent

The obligations of the Subscriber to subscribe and pay for, and the obligations of the Company to issue, the Convertible Bonds are subject to the fulfillment, before or simultaneously at completion, among others, the following conditions to the satisfaction of the Subscriber:

- (a) the Company has delivered to the Subscriber a closing certificate on (i) the truthfulness, accuracy and correctness of the representations and warranties of the Company in the Subscription Agreement in all respects, and (ii) the performance of all of the obligations of the Company on or before the Closing Date;
- (b) the Hong Kong Stock Exchange has agreed to list the New Shares upon conversion of the Convertible Bonds;
- (c) up to the Closing Date, in the opinion of the Subscriber, there shall not have occurred any change (nor any development or event involving a prospective change), which is materially adverse to the condition (financial or other), prospects, results of operations or general affairs of any of the Company or the other members of the Group;
- (d) on or before the Closing Date, there shall have been delivered to the Subscriber copies of all consents and approvals required on the part of the Company in relation to the issue of the Convertible Bonds and the performance of its obligations under the Convertible Bonds and all the transactions contemplated under the Transaction Documents, in each case in form and substance reasonably satisfactory to the Subscriber (including, without limitation, approval by the Board, the Shareholders and any relevant governmental or regulatory authorities);
- (e) on or before the Closing Date, the Transaction Documents (in form and substance as agreed between the Company and the Subscriber) have been duly executed and delivered to the Subscriber; and
- (f) on or before the Closing Date, the Subscriber has received from the relevant legal counsels or advisers such legal opinions (in form and substance satisfactory to the Subscriber) dated the Closing Date with respect to, among others, matters contemplated under the Subscription Agreement.

The Subscriber may, at its sole discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of the conditions precedent other than condition (b) above.

Termination

At any time before making payment for the Convertible Bonds to the Company, the Subscriber shall be entitled (but not bound) by notice to the Company to elect to treat the following event, breach or failure as terminating the Subscription Agreement notwithstanding any other provisions of the Subscription Agreement:

- (a) if there shall have come to the notice of the Subscriber any breach of, or any event rendering untrue or incorrect in any respect, any of the warranties, representations and undertakings contained in the Subscription Agreement or any failure to perform any of the Company's undertakings or agreements in the Subscription Agreement;
- (b) if any of the conditions precedents contained in the Subscription Agreement has not been satisfied, or waived by the Subscriber, on or before the Closing Date;
- (c) if in the opinion of the Subscriber, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including foreign exchange controls) which would in its view, be likely to prejudice materially the success of the issue of the Convertible Bonds;
- (d) if, in the opinion of the Subscriber, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the Singapore Stock Exchange, the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, Singapore, Hong Kong and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, Singapore, Hong Kong or the United Kingdom; or (iv) a materially adverse change or development involving a prospective change in taxation affecting the Company, the Convertible Bonds, and the New Shares to be issued upon conversion of the Convertible Bonds or the transfer thereof; or

- (e) if, in the opinion of the Subscriber, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in its view be likely to prejudice materially the success of the issue and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market.

Upon the termination notice being given by the Subscriber pursuant to the Subscription Agreement, the Subscription Agreement shall terminate and be of no further effect, and the Company and the Subscriber shall be under no liability to each other in respect of the Subscription Agreement (except for certain obligations of the Company as prescribed in the Subscription Agreement).

Principal terms of the Convertible Bonds

Set out below is a summary of the principal terms of the Convertible Bonds:

Issuer:	The Company
Principal amount:	HK\$880,000,000
Form and denomination of the Convertible Bonds:	The Convertible Bonds will be issued only in fully registered form in the denomination of HK\$1,000,000 each and integral multiples thereof.
Maturity Date:	25 June 2018
Issue price:	100% of the principal amount of the Convertible Bonds (less the relevant fees and expenses)
Interest:	The Convertible Bonds bear interest from and including the Issue Date at the rate of 1.0% per annum, payable semi-annually in arrear on 25 June and 25 December in each year.
Conversion:	Subject to the terms of the Convertible Bonds, Bondholders have the right to convert their Convertible Bonds into New Shares credited as fully paid at any time during the conversion period. The number of New Shares to be issued on conversion of a Convertible Bond will be determined by dividing the principal amount of a Convertible Bond to be converted by the Conversion Price in effect on the conversion date in respect of a Convertible Bond.

The Company is not obliged to issue the New Shares in satisfaction of the conversion right of the Bondholders if to do so would (a) result in a breach of the requirements for an “open market” in the Shares under the Listing Rules, or (b) trigger a mandatory offer obligation under Rule 26 of the Code on Takeovers and Mergers of Hong Kong.

Assuming full conversion of the Convertible Bonds at the initial Conversion Price, the Convertible Bonds will be convertible into 468,085,106 New Shares (subject to adjustment), representing approximately 8.56% of the issued share capital of the Company as at the date of this announcement and approximately 7.88% of the issued share capital of the Company as enlarged by the issue of the New Shares.

Conversion period:	At the option of the Bondholder at any time on and after 5 August 2015 (both days inclusive) to the close of business on 18 June 2018 (both days inclusive) or, if such Convertible Bond shall have been called for redemption by the Company before the Maturity Date, then up to and including the close of business on a date no later than seven days before the date fixed for redemption thereof or, if the holder of such Convertible Bond has exercised its right to require the Company to redeem or repurchase such Convertible Bond then up until the exercising of such right of redemption or repurchase.
Conversion Price:	Initially HK\$1.88 per New Share, subject to adjustment in accordance with the terms of the Convertible Bonds including, among others, (a) consolidation, subdivision or reclassification, (b) capitalization of profits or reserves, (c) distributions, (d) rights issues of Shares or options over Shares at less than 95% of the then current market price, (e) rights issues of other securities, (f) issues at less than 95% of the then current market price, (g) other issues at less than 95% of the then current market price, (h) modification of rights of conversion, exchange or subscription where the consideration per Share is reduced and is less than 95% of the then current market price, (i) other offers to Shareholders, and (j) other dilutive events.
Number of New Shares issuable:	468,085,106 New Shares will be issued upon full conversion of the Convertible Bonds, based on the initial Conversion Price of HK\$1.88.

Ranking of New Shares: The New Shares to be issued upon conversion of the Convertible Bonds shall rank pari passu and carry the same rights and privileges in all respects as any other Shares.

Ranking of the Convertible Bonds: The Convertible Bonds (when issued):

- will constitute direct, unconditional, unsubordinated and (subject to the negative pledge pursuant to the terms of the Convertible Bonds) unsecured obligations of the Company; and
- shall at all times rank pari passu and without any preference or priority among themselves.

The payment obligation of the Company under the Convertible Bonds shall at all times rank at least equally with all of the other present and future unsecured and unsubordinated obligations of the Company (save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the negative pledge pursuant to the terms of the Convertible Bonds).

Redemption: (1) Redemption at maturity

Unless previously redeemed, converted or purchased and cancelled as provided in the terms of the Convertible Bonds, the Company will redeem each Convertible Bond at 112.78% of its principal amount on the Maturity Date.

(2) Redemption for taxation reasons

The Convertible Bonds may be redeemed, at the option of the Company in whole, but not in part, at any time, on giving not less than 30 days' notice but not more than 60 days' notice to the Bondholders in accordance with the notice provisions of the Convertible Bonds (which notice shall be irrevocable) at the Early Redemption Amount, together with interest accrued but unpaid to the date fixed for redemption, if, immediately before giving such notice, the Company satisfies the Trustee that:

- (a) it has or will become obliged to pay additional tax amounts as provided or referred to in the Convertible Bond as a result of any change in, or amendment to, the laws or regulations of Hong Kong or the Cayman Islands or any political subdivision or any authority having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 25 June 2015; and
- (b) such obligation cannot be avoided by the Company taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days before the earliest date on which the Company would be obliged to pay such additional tax amounts if a payment in respect of the Convertible Bonds would then be due.

(3) Redemption at the option of the Company

The Company may at any time, having given not less than 30 days' notice but not more than 60 days' notice to the Trustee and the Bondholders in accordance with the notice provisions of the Convertible Bonds, redeem the Convertible Bonds in whole, but not in part, at the Early Redemption Amount, together with interest accrued but unpaid to the date fixed for redemption, if, immediately before the date the relevant redemption notice is given, the conversion rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions shall have been effected in respect of 90% or more in the principal amount of the Convertible Bonds originally issued.

- (4) Redemption upon delisting, suspension of trading or a change of control

Each Bondholder will have the right, at such Bondholder's option, to require the Company to redeem all or some only of such Bondholder's Convertible Bonds, at the Early Redemption Amount, together with interest accrued but unpaid to the date fixed for redemption, in the event that (a) the Shares cease to be listed or admitted to trading or are suspended for a period equal to or exceeding 30 consecutive trading days on the Hong Kong Stock Exchange or (b) there is a change of control of the Company pursuant to the terms of the Convertible Bonds.

Purchase: The Company or any of its subsidiaries may, subject to applicable laws and regulations, at any time and from time to time purchase the Convertible Bonds at any price in the open market or otherwise.

Cancellation: All Convertible Bonds which are redeemed, converted or purchased by the Company or any of its subsidiaries, will forthwith be cancelled.

Early Redemption Amount: An amount in respect of each HK\$1,000,000 principal amount of the Convertible Bonds calculated in accordance with the following formula, rounded (if necessary) to two decimal places with 0.005 being rounded upwards (provided that if the date fixed for redemption is an interest payment date (as set out below), such Early Redemption Amount shall be as set out in the table below in respect of such interest payment date):

$$\text{Early Redemption Amount} = (\text{Previous redemption amount} \times (1 + r/2)^{d/p}) - \text{AI}$$

Previous redemption amount = the relevant Early Redemption Amount as set out in the table below for each HK\$1,000,000 principal amount on the interest payment date immediately preceding the date fixed for redemption as set out below (or if the Convertible Bonds are to be redeemed before 25 December 2015, HK\$1,000,000):

Interest Payment Date	Early Redemption Amount <i>(HK\$)</i>
25 December 2015	1,020,000.00
25 June 2016	1,040,500.00
25 December 2016	1,061,512.50
25 June 2017	1,083,050.31
25 December 2017	1,105,126.57
25 June 2018	1,127,754.73

$r = 5\%$ expressed as a fraction

d = number of days from and including the immediately preceding interest payment date (or if the Convertible Bonds are to be redeemed on or before 25 December 2015, from and including the Closing Date) to, but excluding, the date fixed for redemption, calculated on the basis of a 365-day year

p = number of days from and including the immediately preceding interest payment date (or if the date fixed for redemption is before the first interest payment date, from and including the Issue Date) to, but excluding the next following interest payment date

AI = the accrued interest on the principal amount of HK\$1,000,000 of a Convertible Bond determined from and including the immediately preceding interest payment date (or if the date fixed for redemption is before the first interest payment date, from and including the Closing Date) to, but excluding, the date fixed for redemption

Negative pledge: So long as any Convertible Bond remains outstanding, the Company will not, and will ensure that none of its subsidiaries will, create, or have outstanding, any mortgage, charge, lien, pledge or other security interest upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness as specified in the terms of the Convertible Bonds, or any guarantee or indemnity in respect of any such Relevant Indebtedness, without at the same time or before according to the Convertible Bonds the same security as is created or is outstanding to secure any such Relevant Indebtedness, guarantee or indemnity equally and rateably or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders, or (ii) shall be approved by an extraordinary resolution of the Bondholders.

Transferability: Subject to the terms of the Convertible Bonds, there are no restrictions on the transfer of the Convertible Bonds.

Listing: It is intended that the Convertible Bonds will be listed on the Singapore Stock Exchange and the Company will use commercially reasonable efforts to obtain the listing of the Convertible Bonds on the Singapore Stock Exchange or such other stock exchange as the Company may (with the approval of the Subscriber) elect within two months of the Closing Date.

Application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the New Shares on the Hong Kong Stock Exchange.

Lock-up undertaking under the Subscription Agreement

Neither the Company nor any person acting on its or their behalf will (a) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Convertible Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Convertible Bonds, the Shares or securities of the same class as the Convertible Bonds or the Shares or other instruments representing interests in the Convertible Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as,

or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Subscriber between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive); except for Shares issued pursuant to any agreement entered into by the Company or any of its subsidiaries before the date of the Subscription Agreement, the Convertible Bonds and the New Shares issued on conversion of the Convertible Bonds, Shares issued on exercise of the options granted under the share option schemes of the Company and except for the grant of options under such share option schemes.

Comparison of the Conversion Price

The initial Conversion Price of HK\$1.88 per New Share represents:

- (a) a premium of 27.03% to the closing price of the Shares of HK\$1.48 per Share as quoted on the Hong Kong Stock Exchange on the Last Trading Day;
- (b) a premium of approximately 25.84% to the average closing price of the Shares of HK\$1.494 per Share for the last five consecutive trading days up to and including the Last Trading Day;
- (c) a premium of approximately 22.40% over the average closing price of the Shares of HK\$1.536 per Share for the last ten consecutive trading days up to and including the Last Trading Day; and
- (d) a premium of approximately 20.51% to the average closing price of the Shares of HK\$1.56 per Share for the last 20 consecutive trading days up to and including the Last Trading Day.

The initial Conversion Price has been determined by the Company and the Subscriber after arm's length negotiations with reference to the recent closing prices of the Shares. Assuming conversion of the Convertible Bonds into New Shares in full at the initial Conversion Price, the net price per New Share to the Company (after deducting the relevant fees and expenses) is HK\$1.849.

B. REASONS FOR AND BENEFITS OF ISSUING THE CONVERTIBLE BONDS AND USE OF PROCEEDS

The Board believes that the issue of Convertible Bonds is to the benefit of the Group, taking into account (a) the Subscriber's interest in making an investment into the Group, which reflects its confidence in the Group's business model and growth potential, and (b) the recent market conditions, which represent an opportunity for the Group to enhance its working capital and strengthen its capital base and financial position.

The Board considers the terms of the Subscription Agreement to be fair and reasonable and in the interests of the Group and the Shareholders as a whole and that the Subscription Agreement is entered into upon normal commercial terms following arm's length negotiations between the Company and the Subscriber.

Information on the Group

The Group is a world-leading one-stop solution provider of high-precision components for consumer electronics products, principally engaged in the design and production of the casings and components of handsets, notebook computers, electrical appliances, ironware parts, communication facilities and other products, and the provision of a wide range of casings made by high precision plastic, metal and composite materials.

Information on the Subscriber

The Subscriber is a private company wholly-owned by Pacific Alliance Asia Opportunity Fund L.P., an investment fund managed by Pacific Alliance Investment Management Limited, and an affiliate of PAG, an Asia alternative investment fund management group. PAG has extensive experience investing in the region's capital markets.

Use of Proceeds

The estimated net proceeds from the issue of the Convertible Bonds, after deduction of estimated expenses payable in connection with the issue of the Convertible Bonds, will be approximately HK\$865,352,000. The Company intends to use the net proceeds from the issue of the Convertible Bonds to (1) fund the Group's (a) capital expenditure requirements, (b) general corporate purposes, and (c) future expansions, and (2) repay the Group's existing debts.

C. GENERAL MANDATE

By a resolution of the Shareholders passed at the annual general meeting of the Company on 3 June 2015, the Company granted the General Mandate to the Directors to allot and issue not more than 1,093,830,000 Shares. As at the date of this announcement, there has been no issue of Shares under the General Mandate. The New Shares will be allotted and issued under the General Mandate and no Shareholders' approval is required.

An application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the New Shares.

D. CHANGES IN THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, save for 211,700,000 options granted and the remaining outstanding options under the share option scheme adopted by the Company on 25 June 2013, the Company has no outstanding derivatives, options, warrants, conversion rights or other similar rights which are convertible or exchangeable into Shares. Assuming that no Shares will be issued by the Company other than the New Shares and the Shares issued pursuant to any agreement entered into by the Company or any of its subsidiaries before the date of the Subscription Agreement, to the best knowledge of the Company, the shareholdings of the Company as at the date of this announcement and as a result of full conversion of the Convertible Bonds are summarised as follows:

	As at the date of this announcement		Assuming the Convertible Bonds are fully converted into New Shares at the initial Conversion Price	
	Number of Shares	% (Approximately)	Number of Shares	% (Approximately)
Substantial Shareholders				
Landmark Worldwide Holdings Limited (Note 1)	2,000,490,000	36.58	2,000,490,000	33.69
E-Growth Resources Limited (Note 2)	296,000,000	5.41	296,000,000	4.99
Directors				
Mr Wang Ya Nan	269,570,000	4.93	269,570,000	4.54
Mr Wang Ya Hua	55,720,000	1.02	55,720,000	0.94
Mr Wong Ah Yeung	67,800,000	1.24	67,800,000	1.14
Mr Wong Ah Yu	60,960,000	1.11	60,960,000	1.03
Mr Wang Ming Che	16,000,000	0.29	16,000,000	0.27
Mr Choi Wai Sang (Note 3)	103,500,000	1.89	103,500,000	1.74
Dr Yu Sun Say	6,030,000	0.11	6,030,000	0.10
Mr Cheung Wah Fung Christopher	5,950,000	0.11	5,950,000	0.10
Mr Ting Leung Huel Stephen	7,450,000	0.14	7,450,000	0.13
The Subscriber	–	–	468,085,106	7.88
Other public Shareholders	2,579,680,000	47.17	2,579,680,000	43.45
Total	5,469,150,000	100	5,937,235,106	100

Notes:

- (1) Landmark Worldwide Holdings Limited is an investment holding company incorporated in the BVI with limited liability, the issued share capital of which is beneficially owned as to 25% by each of Mr Wang Ya Nan, Mr Wang Ya Hua, Mr Wong Ah Yeung and Mr Wong Ah Yu, each an executive Director.
- (2) E-Growth Resources Limited is an investment holding company incorporated in the BVI, the entire issued share capital of which is beneficially owned by Mr Wang Ya Nan, an executive Director.
- (3) Among the 103,500,000 Shares, 24,750,000 Shares are beneficially held by Mr Choi Wai Sang, an executive Director and the remaining 78,750,000 Shares are held by Faye Limited, a company incorporated in the BVI and wholly-owned by Mr Choi Wai Sang.

E. CAPITAL RAISING ACTIVITIES OF THE COMPANY DURING THE PAST 12 MONTHS

The Company has not carried out any capital fund raising activities on issue of equity securities in the 12 months preceding the date of this announcement.

F. CLARIFICATION

Reference is made to the AGM announcement.

Due to inadvertent clerical mistakes, the Company would like to clarify that the sentence in the AGM Announcement:

“As at the AGM date, the total number of issued Shares in the Company was 5,465,150,000 Shares, which was the total number of Shares entitling the Shareholders to attend and vote for or against the ordinary resolutions at the AGM.”

should have been stated as:

“As at the AGM date, the total number of issued Shares in the Company was 5,469,150,000 Shares, which was the total number of Shares entitling the Shareholders to attend and vote for or against the ordinary resolutions at the AGM.”

Save as disclosed in this announcement, the remaining contents of the AGM Announcement remain unchanged.

Completion of the Subscription Agreement is subject to the satisfaction and/or waiver of the conditions precedent contained in the Subscription Agreement. The Subscription Agreement may also be terminated in certain circumstances. Shareholders and investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“AGM Announcement”	the announcement of the Company dated 3 June 2015 in relation to the poll results of the annual general meeting held on 3 June 2015
“Board”	board of Directors
“Bondholder(s)”	holder(s) of the Convertible Bonds
“BVI”	the British Virgin Islands
“Closing Date”	means 25 June 2015, or such later date as the Company and the Subscriber may agree for completion of the subscription of the Convertible Bonds in accordance with the Subscription Agreement
“Company”	Tongda Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Hong Kong Stock Exchange
“Conversion Price”	initially HK\$1.88 per New Share (subject to adjustment)
“Convertible Bonds”	1% convertible bonds due 2018 in the aggregate principal amount of HK\$880,000,000 to be issued by the Company
“Directors”	directors of the Company
“Early Redemption Amount”	an amount for each HK\$1,000,000 principal amount determined to represent for the Bondholder on the relevant date fixed for redemption, a gross yield of 5% per annum calculated on a semi-annual basis
“General Mandate”	the general mandate granted to the Directors to allot and issue not more than 1,093,830,000 Shares by a resolution of the Shareholders passed at the annual general meeting of the Company on 3 June 2015
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Independent Third Party/Parties”	a person or persons who is or are independent of, and not connected with, any directors, chief executive or substantial shareholders (within the meaning under the Listing Rules) of the Company or any of its subsidiaries or any of their respective associates (within the meaning under the Listing Rules)
“Issue Date”	25 June 2015
“Last Trading Day”	15 June 2015, being the last full trading day of the Hong Kong Stock Exchange immediately before the issue of this announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Maturity Date”	25 June 2018
“New Shares”	the Shares to be issued upon conversion of the Convertible Bonds
“PRC”	the People’s Republic of China and for the purpose of this announcement shall exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Relevant Indebtedness”	any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock, bearer participation certificates, depositary receipts, certificates of deposit or other similar securities or instruments which for the time being are, or are intended to be or are capable of being, quoted, listed, dealt in or traded on any stock exchange or over-the-counter or other securities market (whether or not initially distributed by way of private placement) and shall not include (a) indebtedness incurred domestically in the PRC or (b) indebtedness under any loan or loan facility obtained by the Company or any of its subsidiaries or (c) any future or present indebtedness having an initial maturity of one year or less

“Subscriber”	PA Macro Opportunity VIII Limited, a limited liability company incorporated under the laws of BVI
“Subscription Agreement”	the subscription agreement relating to the issue and subscription of the Convertible Bonds dated 15 June 2015 between the Company and the Subscriber
“Shareholder(s)”	holder(s) of the Shares
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Singapore Stock Exchange”	Singapore Exchange Securities Trading Limited
“Transaction Documents”	the Subscription Agreement, a trust deed, a paying, conversion and transfer agency agreement, and a stock lending agreement entered into by the relevant parties in connection with the Subscription Agreement
“Trustee”	The Hongkong and Shanghai Banking Corporation Limited
“United States”	the United States of America
“%”	per cent

By order of the Board
Tongda Group Holdings Limited
Wang Ya Nan
Chairman

Hong Kong, 15 June 2015

As at the date of this announcement, the Board comprises Mr Wang Ya Nan, Mr Wang Ya Hua, Mr Wong Ah Yu, Mr Wong Ah Yeung, Mr Choi Wai Sang and Mr Wang Ming Che as executive Directors; and Dr Yu Sun Say, J.P., Mr Cheung Wah Fung, Christopher, J.P. and Mr Ting Leung Huel Stephen as independent non-executive Directors.