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**MIKO INTERNATIONAL HOLDINGS LIMITED**  
**米格國際控股有限公司**

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

**(Stock Code: 1247)**

**PLACING OF NEW SHARES UNDER GENERAL MANDATE**

**Sole Placing Agent**



**Haitong International Securities Company Limited**

On 24 June 2015, after trading hours, the Company and the Placing Agent entered into the Placing Agreement pursuant to which the Placing Agent agreed to place, on a best efforts basis, up to 85,000,000 Placing Shares, at the Placing Price and the Company agreed to allot and issue the Placing Shares at the Placing Price. The Placing Shares will be allotted and issued under the General Mandate.

Assuming that there will be no change in the issued share capital of the Company between the date of this announcement and the completion of the Placing, the maximum number of Placing Shares represent (i) approximately 10.3% of the issued share capital of the Company as at the date of the Placing Agreement; and (ii) approximately 9.4% of the issued share capital of the Company as enlarged by the allotment and issue of the Placing Shares immediately after the completion of the Placing.

The Placing is conditional upon, among other things, the Stock Exchange granting a listing of and permission to deal in the Placing Shares.

Assuming the maximum number of 85,000,000 Placing Shares have been placed, the net proceeds to be received by the Company from the Placing will amount to approximately HK\$86.7 million. It is expected that the net proceeds will be used for potential future acquisitions of related businesses which supplement the Group's existing business. The Directors confirm that, as at the date of this announcement, the Company has not entered into any agreement nor does the Company have any definite plans in relation to any potential acquisition.

**Completion of the Placing is subject to fulfilment of certain conditions and the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

## **I. THE PLACING AGREEMENT**

### **Date**

24 June 2015 (after trading hours)

### **Parties**

- (i) the Company; and
- (ii) the Placing Agent.

### **The Placing and Number of Placing Shares**

Pursuant to the Placing Agreement, the Placing Agent has agreed to place, either by itself or through its sub-placing agents, on a best efforts basis, up to 85,000,000 new Shares, representing (i) approximately 10.3% of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 9.4% of the issued share capital of the Company as enlarged by the allotment and issue of the Placing Shares immediately after the completion of the Placing.

The aggregate nominal value of the maximum number of Placing Shares under the Placing will be HK\$850,000.

### **Placing Price**

The Placing Price of HK\$1.03 per Placing Share represents:

- (i) a discount of approximately 10.43% to the closing price of HK\$1.15 per Share as quoted on the Stock Exchange on 24 June 2015, being the date of the Placing Agreement;
- (ii) a discount of approximately 3.56% to the average closing price of the Shares of approximately HK\$1.068 per Share as quoted on the Stock Exchange from 17 June 2015 to 22 June 2015 and 24 June 2015, all dates inclusive, being the last five trading days immediately prior to the date of this announcement.

The net Placing Price, after deduction of placing commission and all other fees and expenses, is estimated to be approximately HK\$1.02 per Placing Share.

### **Placing Agent**

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, the Placing Agent and its ultimate beneficial owners are independent of the Company and its connected persons, and are not connected persons (as defined in the Listing Rules) of the Company.

## **The Placees**

The Placing Agent has agreed to procure that there will be not less than six Placees, being professional, institutional and other investors selected and procured by or on behalf of the Placing Agent. The Placees (and their beneficial owners) will be independent of the Company and its connected persons (as defined in the Listing Rules). None of the Placing Agent nor the Placees will become a substantial shareholder (as defined in the Listing Rules) of the Company upon completion of the Placing.

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

The Placing Shares will be issued free of any encumbrances and third-party rights and rank, upon allotment and issue of the Placing Shares, *pari passu* in all respect among themselves and with Shares in issue as at the date of this announcement.

## **Conditions of the Placing**

Completion of the Placing is conditional upon the satisfaction of the following conditions:

- (a) there shall not have occurred any material breach or any event which render untrue or inaccurate, any of the representations, warranties or undertakings under the Placing Agreement;
- (b) listing of and permission to deal in all the Placing Shares being granted (subject only to allotment) by the Listing Committee of the Stock Exchange in principle and dealings of the Placing Shares being allowed by the Stock Exchange (and such listing and permission not subsequently being revoked);
- (c) no relevant government, governmental, quasi-governmental, statutory or regulatory body, court or agency having granted any order or made any decision that would make the Placing void, unenforceable or illegal, or restrict or prohibit the implementation of, or impose any additional material conditions or obligations with respect to the Placing (other than such orders or decisions as would not have a material adverse effect on the legal ability of the Company to proceed with the Placing); and
- (d) the Placing Agreement not being rescinded by the Placing Agent pursuant to the terms of the Agreement.

In the event that the conditions of the Placing are not fulfilled on or before 17 July 2015 (or such later date as may be agreed between the Placing Agent and the Company), the obligations and liabilities of the Company under the Placing shall be null and void and the Company shall be released from all rights and obligations pursuant to the Placing except (i) the Company shall remain liable for the payment of all costs and expenses already incurred or to be incurred in consequence of such termination; (ii) any antecedent breach of any of the obligations and liabilities under the Placing Agreement; and (iii) that the provisions regarding indemnity in the Placing Agreement shall remain in full force and effect.

## **Completion**

Completion of the Placing shall take place on the fourth Business Day upon the fulfilment of the conditions set out in the paragraph headed “Conditions of the Placing” in this announcement or such later date as the Company and the Placing Agent may agree (the “Closing Date”).

## **Rescission**

The Placing Agent may rescind the Placing Agreement by notice in writing to the Company at any time on or prior to the Closing Date:

- (a) if there has come to the notice of the Placing Agent:
  - (i) that any statement contained in this announcement was, when this announcement was issued, or has become, untrue, incorrect or misleading in any respect; or
  - (ii) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this announcement, constitute an omission therefrom; or
  - (iii) any breach of the undertakings, warranties and representations set out in the Placing Agreement; or
  - (iv) any material breach of any of the obligations imposed upon any party to the Placing Agreement (other than the Placing Agent); or
  - (v) any of the undertakings, warranties and representations set out in the Placing Agreement would be untrue or inaccurate or misleading in any respect if given at that time; or
  - (vi) any material adverse change in the business or in the financial or trading position or prospects of any member of the Group taken as a whole which is material in the context of the Placing; or
- (b) if there develops, occurs, or comes into effect:
  - (i) any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date of the Placing Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, whether or not *sui generis* with any of the foregoing, resulting in a material adverse change in, or which might be expected to result in a material adverse change in, political, economic, fiscal, financial, regulatory or stock market conditions and which in the sole and absolute opinion of the Placing Agent would prejudice the success of the Placing; or

- (ii) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise and which, in the sole and absolute opinion of the Placing Agent, would prejudice the success of the Placing; or
- (iii) any change in conditions of local, national or international securities markets occurs which in the sole and absolute opinion of the Placing Agent would prejudice the success of the Placing; or
- (iv) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or the PRC and if in the sole and absolute opinion of the Placing Agent any such new law or change would materially and adversely affect the business or financial prospects of the Group and/or prejudice the success of the Placing; or
- (v) a change or development occurs involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong or the PRC which would, in the sole and absolute opinion of the Placing Agent, prejudice the success of the Placing; or
- (vi) any litigation or claim of material importance of any third party being instigated against any member of the Group, which has or may have a material adverse effect on the business or financial prospects of the Group and which in the sole and absolute opinion of the Placing Agent would materially prejudice the success of the Placing.

#### **Mandate to issue new Shares**

The Placing Shares will be issued under the General Mandate granted to the Directors pursuant to an ordinary resolution passed by the Shareholders at the annual general meeting of the Company held on 21 May 2015, which authorized the Directors to allot and issue up to 164,800,000 Shares (representing 20% of the issued share capital of the Company as at such date). The issue of the Placing Shares will not be subject to the Shareholders' approval.

The General Mandate has not been utilized prior to entering into the Placing Agreement and the Company has not repurchased any Shares in the 30 days immediately preceding the date of the Placing Agreement.

Upon the completion of the Placing, the Company will have unused General Mandate to issue up to 79,800,000 Shares.

## II. EFFECT OF THE PLACING ON SHAREHOLDING STRUCTURE

The shareholding structure of the Company as at the date of this announcement and immediately after the Placing is summarised as follows:

	As at the date of this announcement		Immediately after completion of the Placing	
	No. of Shares	Approximate %	No. of Shares	Approximate %
Think Wise Holdings Investment Limited (Note 1)	319,076,694	38.72	319,076,694	35.10
Keywise Capital Management (HK) Limited	43,006,000	5.21	43,006,000	4.73
Snowy Wise Limited (Note 2)	42,240,000	5.13	42,240,000	4.65
Rightful Style Limited (Note 3)	42,240,000	5.13	42,240,000	4.65
Opulent Ample Limited (Note 4)	22,000,000	2.67	22,000,000	2.42
<b>Public Shareholders</b>				
Placees (in aggregate)	—	—	85,000,000	9.35
Other public Shareholders	<u>355,437,306</u>	<u>43.14</u>	<u>355,437,306</u>	<u>39.10</u>
<b>Total</b>	<u>824,000,000</u>	<u>100.00</u>	<u>909,000,000</u>	<u>100.00</u>

Notes:

- (1) Think Wise Holdings Investment Limited is 100% owned by Mr. Ding Peiji, the chairman of our company and an executive Director.
- (2) Snowy Wise Limited is 100% owned by Ms. Ding Lizhen, an executive Director.
- (3) Rightful Style Limited is 100% owned by Mr. Ding Peiyuan, an executive Director.
- (4) Opulent Ample Limited is 100% owned by Mr. Ding Weizhu, the father of Mr. Ding Peiji, Ms. Ding Lizhen and Mr. Ding Peiyuan.

## III. REASONS FOR THE PLACING AND USE OF PROCEEDS

The net price per Placing Share is expected to be approximately HK\$1.02, assuming 85,000,000 Placing Shares have been placed, the gross proceeds from the Placing will amount to approximately HK\$87.6 million and the net proceeds from the Placing, after deduction of commission and other expenses of the Placing, will amount to approximately HK\$86.7 million. It is expected that the net proceeds will be used for potential future acquisitions of related businesses which supplement the Group's existing business. The Directors confirm that, as at the date of this announcement, the Company has not entered into any agreement nor does the Company have any definite plans in relation to any potential acquisition.

The Directors consider that the Placing represents an opportunity to enhance the capital strength of the Company and further develop the Group's business. The Directors consider the terms of the Placing Agreement including the Placing Price, which have been negotiated on an arm's length basis in accordance with normal commercial terms, are fair and reasonable and in the interests of the Company and its shareholders as a whole.

#### IV. FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has not conducted any equity fund raising activities in the past 12 months from the date of this announcement.

#### V. APPLICATION FOR LISTING

Application will be made to the Stock Exchange for the grant of listing of and permission to deal in the Placing Shares.

**Completion of the Placing is subject to fulfilment of certain conditions and the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.**

#### VI. DEFINITIONS

“Board”	the board of Directors
“Business Day”	any day (excluding Saturdays, Sundays and public holidays) on which commercial banks generally are open for business in Hong Kong
“Company”	Miko International Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“General Mandate”	the general mandate granted to the Directors by the Shareholders at the annual general meeting of the Company held on 21 May 2015, authorizing the Directors to allot and issue Shares up to 20% of the issued share capital of the Company as at that date
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars
“Listing Committee”	has the meaning ascribed to such term in the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	professional, institutional and other investors to be procured by the Placing Agent to purchase the Placing Shares pursuant to the terms and condition of the Placing Agreement
“Placing”	the placing of the Placing Shares by the Placing Agent pursuant to the Placing Agreement
“Placing Agent”	Haitong International Securities Company Limited, a licensed corporation to carry out regulated activities type 1, 3 and 4 (dealing in securities, leveraged foreign exchange trading and advising on securities) under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

“Placing Agreement”	the placing agreement dated 24 June 2015 entered into between the Company and the Placing Agent in relation to the Placing
“Placing Price”	HK\$1.03 per Placing Share
“Placing Shares”	up to 85,000,000 new Shares to be placed under the Placing
“PRC”	People’s Republic of China, excluding, for the purposes of this announcement, Hong Kong, the Macau Special Administrative Region and Taiwan
“Share(s)”	ordinary share(s) of HK\$0.01 each in the capital of the Company
“Shareholders”	holders of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“trading day”	has the meaning ascribed to it in the Listing Rules
“%”	per cent

By Order of the Board  
**Miko International Holdings Limited**  
**Ding Peiji**  
*Chairman*

Quanzhou, China, 24 June 2015

*As at the date of this announcement, the executive directors of the Company are Mr. Ding Peiji, Mr. Ding Peiyuan, Mr. Ding Lizhen and Mr. Gu Jishi, and the independent non-executive Directors of the Company are Mr. Leung Wai Yip, Mr. Mei Wenjue and Mr. Zhu Wenxin.*