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RONTEX

RONTEX INTERNATIONAL HOLDINGS LIMITED

朗迪國際控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1142)

PROPOSED PLACING OF CONVERTIBLE BONDS

Financial adviser



Placing Agent



China Everbright Securities (HK) Limited

PROPOSED PLACING OF CONVERTIBLE BONDS

The Company is pleased to announce that on 5 June 2009 (after trading hours), the Company entered into the Placing Agreements with the Placing Agent under which the Company has appointed the Placing Agent to procure Placées to subscribe for the Convertible Bonds to be issued in two tranches up to an aggregate principal amount of US\$100 million on a best effort basis, where Tranche 1 Bonds up to an aggregate principal amount of US\$30 million and Tranche 2 Bonds up to an aggregate principal amount of US\$70 million together will be placed on a best effort basis.

* For identification purpose only

The Conversion Shares falling to be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds will be allotted and issued under the Specific Mandate to be sought at the EGM. For illustration purpose only, assuming all the Convertible Bonds are successfully placed by the Placing Agent and full conversion of the Tranche 1 Bonds and the Tranche 2 Bonds at the initial Tranche 1 Conversion Price of HK\$0.0936 per Share and the initial Tranche 2 Conversion Price of HK\$0.1053 per Share respectively (assuming the Reference Price of HK\$0.117 per Share, being the closing price per Share as quoted on the Stock Exchange on the Last Trading Day), a total of 7,685,185,185 Conversion Shares will be allotted and issued, representing (1) approximately 188.8% of the issued share capital of the Company as at the date of this announcement; and (2) approximately 65.37% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares.

Assuming all the Convertible Bonds are successfully placed by the Placing Agent, the total proceeds from the issue of the Convertible Bonds, net of the expenses, are estimated to be not less than approximately US\$93 million which are intended to be used for the development of the Coal Mine.

GENERAL

As no Shareholders have any material interest in the Placing, no Shareholder is required to abstain from voting at the EGM on the resolutions to approve, inter alia, the Placing Agreements and the allotment and issue of the Conversion Shares falling to be allotted and issued on the exercise of the conversion rights attaching to the Convertible Bonds under the Specific Mandate.

A circular containing, among other things, (i) information on the Placing Agreements and the Convertible Bonds; and (ii) a notice of the EGM will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

Completion of the Placing is subject to the satisfaction and/or waiver of the conditions precedent therein. In addition, the Placing Agreements may be terminated in certain circumstances. Please refer to the paragraphs headed “Conditions and completion of the Tranche 1 Placing”, “Conditions and completion of the Tranche 2 Placing” and “Termination of the Tranche 1 Placing Agreement and Tranche 2 Placing Agreement” below for further information.

As the Placing Agreements may or may not complete, holders of securities of the Company and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

THE TRANCHE 1 PLACING AGREEMENT

Date: 5 June 2009 (after trading hours)

Parties:

- (a) the Company; and
- (b) the Placing Agent as the sole placing agent of the Tranche 1 Bonds. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Placing Agent, its holding company, namely China Everbright Limited, and the controlling shareholder of China Everbright Limited is an Independent Third Party. China Everbright Limited is a company whose issued shares are listed on the Main Board of the Stock Exchange.

Pursuant to the Tranche 1 Placing Agreement, the Company has appointed the Placing Agent as the sole agent for the Company during the period between the date of the Tranche 1 Placing Agreement and the Conversion Price Determination Date to procure Placees to subscribe for the Tranche 1 Bonds on a best effort basis up to an aggregate principal amount of US\$30 million.

Pursuant to the Tranche 1 Placing Agreement, the amount of Tranche 1 Bonds to be placed with the relevant Placee(s) and the Tranche 1 Conversion Price in respect of the Conversion Shares shall be approved by the Company.

Pursuant to the Tranche 1 Placing Agreement, the Placing Agent will receive a placing commission of 2% of the Issue Price multiplied by such principal amount of the Tranche 1 Bonds successfully placed by the Placing Agent, which will be paid by the Company from the gross proceeds of the Tranche 1 Placing under the Tranche 1 Placing Agreement.

The Placees of the Tranche 1 Bonds

The Placees in respect of the Tranche 1 Bonds will be not less than six independent institutional or private investors not connected with or acting in concert with the Directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or any of their respective associates. The Tranche 1 Placing shall be conducted in Hong Kong.

Conditions and completion of the Tranche 1 Placing

The obligations of the Placing Agent under the Tranche 1 Placing Agreement in respect of the issue of the Tranche 1 Bonds are conditional upon the following conditions being fulfilled:

- (a) the Listing Committee of the Stock Exchange granting approval of the issue of the Tranche 1 Bonds (if required) and the listing of, and permission to deal in the Conversion Shares falling to be issued on the exercise of the conversion rights attached to the Tranche 1 Bonds either unconditionally or subject to conditions to which the Placing Agent and the Company may accept;

- (b) no event having occurred or occurring which would constitute an event of default (as defined in the Trust Deed constituting the Tranche 1 Bonds) had the Tranche 1 Bonds been issued;
- (c) the obtaining of all necessary consents, authorisations, licences and approvals, including but not limited to the consent from the vendor to the Acquisition Agreement, in relation to the Tranche 1 Placing Agreement and the transactions contemplated thereunder having been obtained from any relevant governmental or regulatory authorities or other relevant third parties by the relevant parties to the Tranche 1 Placing Agreement;
- (d) the obtaining of consent from Cordia that (i) no adjustment of the conversion price in respect of the Convertible Notes shall be made due to the issuance of the Tranche 1 Bonds; (ii) Cordia agrees to waive any covenant breaches due to such issue; and (iii) Cordia consents to issue of the Tranche 1 Bonds;
- (e) the Acquisition Agreement having become unconditional;
- (f) the Shareholders passing at the EGM the resolutions approving, inter alia, the allotment and issue of the Conversion Shares falling to be issued on the exercise of the conversion rights attached to the Tranche 1 Bonds;
- (g) the designation as eligible for clearance and settlement through Euroclear and Clearstream of the Tranche 1 Bonds represented by a global certificate in the aggregate principal amount of the Tranche 1 Bonds issued in the name of the common depository for Clearstream and Euroclear;
- (h) the Trust Deed and a paying, conversion and transfer agency agreement to be entered into by the Company relating to the appointment of a principal paying, conversion and transfer agent and any other paying, transfer and conversion agents referred to therein for the purpose of the Tranche 1 Bonds, in a form reasonably satisfactory to the Placing Agent and the Company, having been executed and delivered by all parties thereto;
- (i) the Company having taken such other steps in relation to the Tranche 1 Bonds as are reasonable and necessary in order to permit the Tranche 1 Bonds to be held in the Euroclear and Clearstream systems; and
- (j) there shall not have been in the opinion of the Placing Agent any material adverse change in (1) the Hong Kong and/or international money and stock markets; or (2) the conditions of the Company, which in either case could adversely and materially affect the successful completion of the issue of the Tranche 1 Bonds.

Save as the conditions (b) and (e) above can be waived by the Placing Agent at any time in writing, all conditions are incapable to be waived. If any of the conditions have not been satisfied (or, as the case may be, waived by the Placing Agent) at or before 4:00 p.m. on 30 September 2009 or such later time or date as may be agreed between the Placing Agent and the Company in writing, the Placing Agent may, at any time thereafter, terminate its obligations under the Tranche 1 Placing Agreement by

notice in writing to the Company, whereupon the obligations of the Placing Agent under the Tranche 1 Placing Agreement shall forthwith cease and terminate and neither the Company nor the Placing Agent shall have any claim against any of the others, save for any antecedent breach thereof. As at the date of this announcement, condition (e) above has been fulfilled.

Completion of the Tranche 1 Placing shall take place within two business days after the last of the conditions has been fulfilled (or waived) (or such later time and date as the Placing Agent and the Company may agree in writing).

Principal terms of the Tranche 1 Bonds

The principal terms of the Tranche 1 Bonds are summarized as follows:

Issuer	:	The Company
Principal amount	:	Up to US\$30 million
Issue price	:	100% of the principal amount of the Tranche 1 Bonds
Denomination	:	The Tranche 1 Bonds will be in denominations of US\$100,000.

The Tranche 1 Bonds will be represented on issue by a global certificate, which will be registered in the name of a nominee of, and will be deposited with a common depositary for, Euroclear and Clearstream.

Maturity	:	Unless previously redeemed or converted or purchased and cancelled, the Company shall redeem each Tranche 1 Bond which remains outstanding on the date immediately following two years after the date of issue of the Tranche 1 Bonds (or, if that is not a Business Day, the first Business Day thereafter) at 100% of the principal amount.
Interest	:	5% per annum on the outstanding principal amount, payable annually in arrears.
Conversion price	:	The initial Tranche 1 Conversion Price (subject to adjustment) for each Conversion Share to be paid by the holder of the Tranche 1 Bonds upon exercising of the conversion rights attached to the Tranche 1 Bonds shall be equivalent to 80% of the Reference Price. For the Tranche 1 Bonds, Reference Price is the average of the closing prices of one Share on the Stock Exchange for each of the last five Stock Exchange dealing days on which dealing in the Shares on the Stock Exchange took place up to and including the date of which the condition (f) as set out in the paragraph headed “Conditions and completion of the Tranche 1 Placing” having been fulfilled (or such other date as the parties to the Tranche 1 Placing Agreement may agree in writing).

Assuming the Reference Price is HK\$0.117 per Share, being the closing price per Share as quoted on the Stock Exchange on the Last Trading Day, the initial Tranche 1 Conversion Price will be HK\$0.0936 per Share, which represents:

- (i) a discount of 20% to the closing price of HK\$0.117 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 28.11% to the average of the closing prices of HK\$0.1302 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day;
- (iii) a discount of approximately 28.6% to the average of the closing prices of HK\$0.1311 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day;
- (iv) a premium of approximately 24.97% over the unaudited net assets value per Share of approximately HK\$0.0749 as at 30 September 2008 (calculated based on the number of issued Shares as at 30 September 2008); and
- (v) a substantial premium over the unaudited net tangible assets deficit per Share of approximately HK\$0.0111 as at 30 September 2008 (calculated based on the number of issued Shares as at 30 September 2008).

The Tranche 1 Conversion Price is subject to adjustments (“**Tranche 1 Adjustments**”) from time to time on the occurrence of certain events in accordance with the provision of the Trust Deed constituting the Tranche 1 Bonds, including, among others, consolidation, subdivision, capitalisation of profits or reserves, capital distribution, rights issue at a price which is less than 80% of the market price, issue for cash of securities which are convertible into or exchangeable for or carry rights of subscription for new Shares or modification of rights of conversion or exchange or subscription attached to such securities such that the total effective consideration per share initially receivable for such securities is less than 80% of the market price, issue Shares for cash or acquisition of assets at a price per Share which is less than 80% of the market price.

Exchange rate : In accordance with the provision of the Trust Deed, conversion of US\$ into HK\$ will be calculated at the exchange rate of US\$1 to HK\$7.8.

Conversion : The Bondholder shall be entitled to converting the Tranche 1 Bonds provided that any conversion of the Tranche 1 Bonds i) shall not trigger a mandatory offer under Rules 26 of the Takeovers Code on the part of the Bondholder which exercises the conversion right and its party(ies) acting in concert; and ii) will not cause the public float of the Company unable to meet the requirement under the Listing Rules.

The conversion right attaching to any Tranche 1 Bonds may be exercised, at the option of the holder thereof, at any time from the day immediately following the date of the issue of the Tranche 1 Bonds up to 4:00 p.m. on the twentieth day prior to the Maturity Date (the “**Tranche 1 Conversion Period**”) in amounts not less than a whole multiple of US\$100,000 on such conversion, save that if at any time the outstanding principal amount of the Tranche 1 Bonds held by a Bondholder is less than US\$100,000, or if a Bondholder intends to exercise the conversion rights attached to the entire principal amount of all the Tranche 1 Bonds held by him, the Bondholder may convert the whole (but not part only) of the such outstanding principal amount of the Tranche 1 Bonds.

Annual reset : The Tranche 1 Conversion Price will be reset on the date falling the first anniversary of the date of the Trust Deed (the “**Tranche 1 Reset Date**”) if the arithmetic average of the closing price per Share for each day during the period of five (5) consecutive trading days immediately prior to the Tranche 1 Reset Date is less than the Tranche 1 Conversion Price in effect on the Tranche 1 Reset Date (taking into account any Tranche 1 Adjustments which may have occurred prior to the Tranche 1 Reset Date) so that the Tranche 1 Conversion Price shall automatically be adjusted to a price equivalent to 80% of the then Tranche 1 Conversion Price with effect from the Tranche 1 Reset Date provided that, inter alia, the Tranche 1 Conversion Price shall not be reduced below the then par value of the Shares.

Special reset : The Company may, at its sole and absolute discretion, by delivering to the Bondholders a written notice on any day (the “**Tranche 1 Special Reset Date**”) for once only during the period between four (4) months and two (2) Business Days prior to the expiry of the Tranche 1 Conversion Period to reset the Tranche 1 Conversion Price to the price of not less than 80% of the arithmetic average of the closing price per Share for each day during the period of five (5) consecutive trading days immediately prior to the Tranche 1 Special Reset Date (the “**Tranche 1 Special Reset Price**”) so that the Tranche 1 Special Reset Price will become the adjusted Tranche 1 Conversion Price with effect from the Tranche 1 Special Reset Date, provided that, inter alia: (i) the Tranche 1 Conversion Price shall not be reduced below the then par value of the Shares; and (ii) any such adjustment to the Tranche 1 Conversion Price shall only be a downward adjustment.

- Early redemption : Unless otherwise provided in the Trust Deed constituting the Tranche 1 Bonds and subject to the provision below, the Company shall not be entitled to redeem the outstanding Tranche 1 Bonds prior to the Maturity Date.
- Provided that should the closing price of one Share as quoted on the Stock Exchange on any trading day during the period commencing from the date falling three months after the date of issue of the Tranche 1 Bonds and prior to the Maturity Date is higher than or equivalent to 150 per cent. of the then Tranche 1 Conversion Price, then the Company shall have a call option such that the Company may, at its sole and absolute discretion, by giving not less than 30 days notice to the Bondholders to redeem the outstanding Tranche 1 Bonds (in whole or in part) held by the Bondholders at par, together with the interest accrued thereon, at any time after three months of the date of issue of the Tranche 1 Bonds and prior to the Maturity Date. The Bondholders shall be allowed to exercise the conversion rights attaching to the Tranche 1 Bonds at any time before the expiry of the 30 days notice period.
- Ranking of Conversion Shares : The Conversion Shares to be issued upon conversion of the Tranche 1 Bonds will rank pari passu in all respects with the Shares then in issue on the relevant conversion date.
- Voting rights : Before conversion of the Tranche 1 Bonds, the Bondholders will not be entitled to attend or vote at any general meetings of the Shareholders by reason only of being the Bondholders.
- Listing : The Tranche 1 Bonds will not be listed on the Stock Exchange or any other stock exchange. An application will be made to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares to be issued upon the exercise of the conversion rights attached to the Tranche 1 Bonds.
- Transferability : Subject to the terms and conditions of the paying, conversion and transfer agency agreement to be entered by the Company, the Tranche 1 Bonds may be transferred, provided that the principal amounts of the Tranche 1 Bonds transferred are authorised denominations. Save with the consent of the Stock Exchange, none of the Tranche 1 Bonds may be transferred to a connected person.
- Negative pledge : So long as any Tranche 1 Bond remains outstanding, the Company will not create or permit to subsist, and will procure that no subsidiary creates or permits to subsist, any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant

Debt or any guarantee of or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Company's obligations under the Tranche 1 Bonds and the related Trust Deed (a) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Bondholders shall approve by an ordinary resolution (as defined in the Trust Deed of Tranche 1 Bonds), provided always that this condition shall not apply to the performance of the Company's obligations pursuant to the Acquisition Agreement and any other agreements entered into by the Group prior to the date of the Tranche 1 Placing Agreement.

THE TRANCHE 2 PLACING AGREEMENT

Date : 5 June 2009 (after trading hours)

Parties:

- (a) the Company; and
- (b) the Placing Agent as the sole placing agent of the Tranche 2 Bonds. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Placing Agent, its holding company, namely China Everbright Limited, and the controlling shareholder of China Everbright Limited is an Independent Third Party. China Everbright Limited is a company whose issued shares are listed on the Main Board of the Stock Exchange.

Pursuant to the Tranche 2 Placing Agreement, the Company has appointed the Placing Agent as the sole agent for the Company during the period between the date of the Tranche 2 Placing Agreement and the Conversion Price Determination Date to procure Placees to subscribe for the Tranche 2 Bonds on a best effort basis up to an aggregate principal amount of US\$70 million.

Pursuant to the Tranche 2 Placing Agreement, the amount of Tranche 2 Bonds to be placed with the relevant Placee(s) and the Tranche 2 Conversion Price in respect of the Conversion Shares shall be approved by the Company.

Pursuant to the Tranche 2 Placing Agreement, upon the exercise of the conversion rights attached to the Tranche 2 Bonds by the Bondholders, the Placing Agent will receive a pro-rata portion of the placing commission of US\$150,000, calculated based on the principal amount of the Tranche 2 Bonds being converted by the Bondholders divided by the principal amount of the Tranche 2 Bonds successfully placed by the Placing Agent, which will be paid by the Company from the gross proceeds of the Tranche 2 Placing under the Tranche 2 Placing Agreement.

The Placees of the Tranche 2 Bonds

The Placees in respect of the Tranche 2 Bonds will be not less than six independent institutional or private investors not connected with or acting in concert with the Directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or any of their respective associates. The Tranche 2 Placing shall be conducted in Hong Kong.

Conditions and completion of the Tranche 2 Placing

The obligations of the Placing Agent under the Tranche 2 Placing Agreement in respect of the issue of the Tranche 2 Bonds are conditional upon the following conditions being fulfilled:

- (a) the Listing Committee of the Stock Exchange granting approval of the issue of the Tranche 2 Bonds (if required) and the listing of, and permission to deal in the Conversion Shares falling to be issued on the exercise of the conversion rights attached to the Tranche 2 Bonds either unconditionally or subject to conditions to which the Placing Agent and the Company may accept;
- (b) no event having occurred or occurring which would constitute an event of default (as defined in the Trust Deed constituting the Tranche 2 Bonds) had the Tranche 2 Bonds been issued;
- (c) the obtaining of all necessary consents, authorisations, licences and approvals, including but not limited to the consent from the vendor to the Acquisition Agreement, in relation to the Tranche 2 Placing Agreement and the transactions contemplated thereunder having been obtained from any relevant governmental or regulatory authorities or other relevant third parties by the relevant parties to the Tranche 2 Placing Agreement;
- (d) the obtaining of consent from Cordia that (i) no adjustment of the conversion price in respect of the Convertible Notes shall be made due to the issuance of the Tranche 2 Bonds; (ii) Cordia agrees to waive any covenant breaches due to such issue; and (iii) Cordia consents to issue of the Tranche 2 Bonds;
- (e) the Acquisition Agreement having become unconditional;
- (f) the Shareholders passing at the EGM the resolutions approving, inter alia, the allotment and issue of the Conversion Shares falling to be issued on the exercise of the conversion rights attached to the Tranche 2 Bonds;
- (g) the designation as eligible for clearance and settlement through Euroclear and Clearstream of the Tranche 2 Bonds represented by a global certificate in the aggregate principal amount of the Tranche 2 Bonds issued in the name of the common depository for Clearstream and Euroclear;
- (h) the Trust Deed and a paying, conversion and transfer agency agreement to be entered into by the Company relating to the appointment of a principal paying, conversion and transfer agent and any other paying, transfer and conversion agents referred to therein for the purpose of the Tranche 2 Bonds, in a form reasonably satisfactory to the Placing Agent and the Company, having been executed and delivered by all parties thereto;

- (i) the Company having taken such other steps in relation to the Tranche 2 Bonds as are reasonable and necessary in order to permit the Tranche 2 Bonds to be held in the Euroclear and Clearstream systems;
- (j) there shall not have been in the opinion of the Placing Agent any material adverse change in (1) the Hong Kong and/or international money and stock markets; or (2) the conditions of the Company, which in either case could adversely and materially affect the successful completion of the issue of the Tranche 2 Bonds; and
- (k) the Guarantee Bank Agreement, in a form reasonably satisfactory to the Placing Agent and the Company, having been executed and delivered by all parties thereto.

Save as the conditions (b) and (e) above can be waived by the Placing Agent at any time in writing, all conditions are incapable to be waived. If any of the conditions have not been satisfied (or, as the case may be, waived by the Placing Agent) at or before 4:00 p.m. on 30 September 2009 or such later time or date as may be agreed between the Placing Agent and the Company in writing, the Placing Agent may, at any time thereafter, terminate its obligations under the Tranche 2 Placing Agreement by notice in writing to the Company, whereupon the obligations of the Placing Agent under the Tranche 2 Placing Agreement shall forthwith cease and terminate and neither the Company nor the Placing Agent shall have any claim against any of the others, save for any antecedent breach thereof. As at the date of this announcement, condition (e) above has been fulfilled.

Completion of the Tranche 2 Placing shall take place within two business days after the last of the conditions has been fulfilled (or waived) (or such later time and date as the Placing Agent and the Company may agree in writing).

Principal terms of the Tranche 2 Bonds

The principal terms of the Tranche 2 Bonds are summarized as follows:

Issuer	:	The Company
Principal amount	:	Up to US\$70 million
Issue price	:	100% of the principal amount of the Tranche 2 Bonds
Denomination	:	The Tranche 2 Bonds will be in denominations of US\$100,000.

The Tranche 2 Bonds will be represented on issue by a global certificate, which will be registered in the name of a nominee of, and will be deposited with a common depositary for, Euroclear and Clearstream.

- Maturity : Unless previously redeemed or converted or purchased and cancelled, the Company shall redeem each Tranche 2 Bond which remains outstanding on the date immediately following two years after the date of issue of the Tranche 2 Bonds (or, if that is not a Business Day, the first Business Day thereafter) at 100% of the principal amount.
- Interest : Nil
- Conversion price : The initial Tranche 2 Conversion Price (subject to adjustment) for each Conversion Share to be paid by the holder of the Tranche 2 Bonds upon exercising of the conversion rights attached to the Tranche 2 Bonds shall be equivalent to 90% of the Reference Price. For the Tranche 2 Bonds, Reference Price is the average of the closing prices of one Share on the Stock Exchange for each of the last five Stock Exchange dealing days on which dealing in the Shares on the Stock Exchange took place up to and including the date of which the condition (f) as set out in the paragraph headed “Conditions and completion of the Tranche 2 Placing” having been fulfilled (or such other date as the parties to the Tranche 2 Placing Agreement may agree in writing).

Assuming the Reference Price is HK\$0.117 per Share, being the closing price per Share as quoted on the Stock Exchange on the Last Trading Day, the initial Tranche 2 Conversion Price will be HK\$0.1053 per Share, which represents:

- (i) a discount of 10% to the closing price of HK\$0.117 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 19.12% to the average of the closing prices of HK\$0.1302 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day;
- (iii) a discount of approximately 19.68% to the average of the closing prices of HK\$0.1311 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day;
- (iv) a premium of approximately 40.59% over the unaudited net assets value per Share of approximately HK\$0.0749 as at 30 September 2008 (calculated based on the number of issued Shares as at 30 September 2008); and

- (v) a substantial premium over the unaudited net tangible assets deficit per Share of approximately HK\$0.0111 as at 30 September 2008 (calculated based on the number of issued Shares as at 30 September 2008).

The Tranche 2 Conversion Price is subject to adjustments (“**Tranche 2 Adjustments**”) from time to time on the occurrence of certain events in accordance with the provision of the Trust Deed constituting the Tranche 2 Bonds, including, among others, consolidation, subdivision, capitalisation of profits or reserves, capital distribution, rights issue at a price which is less than 80% of the market price, issue for cash of securities which are convertible into or exchangeable for or carry rights of subscription for new Shares or modification of rights of conversion or exchange or subscription attached to such securities such that the total effective consideration per share initially receivable for such securities is less than 80% of the market price, issue Shares for cash or acquisition of assets at a price per Share which is less than 80% of the market price.

Exchange rate : In accordance with the provision of the Trust Deed, conversion of US\$ into HK\$ will be calculated at the exchange rate of US\$1 to HK\$7.8.

Conversion : The Bondholder shall be entitled to converting the Tranche 2 Bonds provided that any conversion of the Tranche 2 Bonds i) shall not trigger a mandatory offer under Rules 26 of the Takeovers Code on the part of the Bondholder which exercises the conversion right and its party(ies) acting in concert; and ii) will not cause the public float of the Company unable to meet the requirement under the Listing Rules.

The conversion right attaching to any Tranche 2 Bonds may be exercised, at the option of the holder thereof, at any time from the day immediately following the date of the issue of the Tranche 2 Bonds up to 4:00 p.m. on the twentieth day prior to the Maturity Date (the “**Tranche 2 Conversion Period**”) in amounts not less than a whole multiple of US\$100,000 on such conversion, save that if at any time the outstanding principal amount of the Tranche 2 Bonds held by a Bondholder is less than US\$100,000, or if a Bondholder intends to exercise the conversion rights attached to the entire principal amount of all the Tranche 2 Bonds held by him, the Bondholder may convert the whole (but not part only) of the such outstanding principal amount of the Tranche 2 Bonds.

Annual reset : The Tranche 2 Conversion Price will be reset on the date falling the first anniversary of the date of the Trust Deed (the “**Tranche 2 Reset Date**”) if the arithmetic average of the closing price per Share for each day during the period of five (5) consecutive trading days immediately prior to the Tranche 2 Reset Date is less than the Tranche 2 Conversion Price in effect on the Tranche 2 Reset Date (taking into account any Tranche 2 Adjustments which may have occurred prior to the Tranche 2 Reset Date) so that the Tranche 2 Conversion Price shall automatically be adjusted to a price equivalent to 90% of the then Tranche 2 Conversion Price with effect from the Tranche 2 Reset Date provided that, inter alia, the Tranche 2 Conversion Price shall not be reduced below the then par value of the Share.

Special reset : The Company may, at its sole and absolute discretion, by delivering to the Bondholders a written notice on any day (the “**Tranche 2 Special Reset Date**”) for once only during the period between four (4) months and two (2) Business Days prior to the expiry of the Tranche 2 Conversion Period to reset the Tranche 2 Conversion Price to the price of not less than 90% of the arithmetic average of the closing price per Share for each day during the period of five (5) consecutive trading days immediately prior to the Tranche 2 Special Reset Date (the “**Tranche 2 Special Reset Price**”) so that the Tranche 2 Special Reset Price will become the adjusted Tranche 2 Conversion Price with effect from the Tranche 2 Special Reset Date, provided that, inter alia: (i) the Tranche 2 Conversion Price shall not be reduced below the then par value of the Shares; and (ii) any such adjustment to the Tranche 2 Conversion Price shall only be a downward adjustment.

Early redemption : Unless otherwise provided in the Trust Deed constituting the Tranche 2 Bonds and subject to the provision below, the Company shall not be entitled to redeem the outstanding Tranche 2 Bonds prior to the Maturity Date.

Provided that should the closing price of one Share as quoted on the Stock Exchange on any trading day during the period commencing from the date falling three months after the date of issue of the Tranche 2 Bonds and prior to the Maturity Date is higher than or equivalent to 150 per cent. of the then Tranche 2 Conversion Price, then the Company shall have a call option such that the Company may, at its sole and absolute discretion, by giving not less than 30 days notice to the Bondholders to redeem the outstanding Tranche 2 Bonds (in whole or in part) held by the Bondholders at par, together with the interest accrued thereon, at any time after three months of the date of issue of the Tranche 2 Bonds and prior to the Maturity Date. The Bondholders shall be allowed to exercise the conversion rights attaching to the Tranche 1 Bonds at any time before the expiry of the 30 days notice period.

- Ranking of Conversion Shares : The Conversion Shares to be issued upon conversion of the Tranche 2 Bonds will rank pari passu in all respects with the Shares then in issue on the relevant conversion date.
- Voting rights : Before conversion of the Tranche 2 Bonds, the Bondholders will not be entitled to attend or vote at any general meetings of the Shareholders by reason only of being the Bondholders.
- Listing : The Tranche 2 Bonds will not be listed on the Stock Exchange or any other stock exchange. An application will be made to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares to be issued upon the exercise of the conversion rights attached to the Tranche 2 Bonds.
- Transferability : Subject to the terms and conditions of the paying, conversion and transfer agency agreement to be entered by the Company, the Tranche 2 Bonds may be transferred, provided that the principal amounts of the Tranche 1 Bonds transferred are authorised denominations. Save with the consent of the Stock Exchange, none of the Tranche 2 Bonds may be transferred to a connected person.
- Negative pledge : So long as any Tranche 2 Bond remains outstanding, the Company will not create or permit to subsist, and will procure that no subsidiary creates or permits to subsist, any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt or any guarantee of or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Company's obligations under the Tranche 2 Bonds and the related Trust Deed (a) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Bondholders shall approve by an ordinary resolution (as defined in the Trust Deed of Tranche 2 Bonds), provided always that this condition shall not apply to the performance of the Company's obligations pursuant to the Acquisition Agreement and any other agreements entered into by the Group prior to the date of the Tranche 2 Placing Agreement.

Guarantee Bank Agreement

Pursuant to the Tranche 2 Placing Agreement, the Company and a guarantor bank shall enter into the Guarantee Bank Agreement, pursuant to which the guarantor bank will be appointed by the Company to provide an irrevocable standby letter of credit in favour of the trustee of the Tranche 2 Bonds (the “Trustee”) in relation to the principal repayment obligations of the Company up to US\$70 million in relation to the Tranche 2 Bonds. In return for the provision of the aforesaid letter of credit, the proceeds received in respect of the placing of the Tranche 2 Bonds shall be deposited in an account of the Company to be maintained with the guarantor bank and shall only be released to the Company upon the exercise of the conversion rights attached to the Tranche 2 Bonds by the Bondholders, the redemption of the Tranche 2 Bonds by the Company and the repurchase and cancellation of the Tranche 2 Bonds by the Company. The amount to be released to the Company from time to time shall be equal to the principal amount of the Tranche 2 Bonds converted into Conversion Shares, redeemed, or repurchased and cancelled to be notified by the Trustee from time to time.

TERMINATION OF THE TRANCHE 1 PLACING AGREEMENT AND TRANCHE 2 PLACING AGREEMENT

Under each of the Tranche 1 Placing Agreement and Tranche 2 Placing Agreement, the Placing Agent may, by notice to the Company given at any time prior to 2:00 p.m. on the date of completion of the Tranche 1 Placing or the Tranche 2 Placing, terminate the relevant Placing Agreement if in the reasonable opinion of the Placing Agent, the success of the placing contemplated thereunder would be materially and adversely affected by:

- (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 which may in the reasonable opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the placing; or
- (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the relevant Placing Agreement) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and makes it inexpedient or inadvisable to proceed with the placing; or
- (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 which in the reasonable opinion of the Placing Agent is likely to materially or adversely affect the success of the placing or otherwise makes it inexpedient or inadvisable to proceed with the placing; or

- (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; or
- (e) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 15 consecutive business days, excluding any suspension in connection with the clearance of this announcement, the circular or other documents in connection with the subscription contemplated under the relevant Placing Agreement; or
- (f) any material breach of any of warranties provided by the Company comes to the knowledge of the Placing Agent.

If at any time prior to 2:00 p.m. on the date of completion of the Tranche 1 Placing or the Tranche 2 Placing, any such notice as is referred to above is given by the Placing Agent, the obligations of all parties under the relevant Placing Agreement shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

INFORMATION OF THE GROUP

The Group is principally engaged in (i) digital television broadcasting industry including provision of equipments and software of cable video-on-demand system, information broadcasting system, embedded television systems and value-added services and (ii) sourcing, manufacture and sale of garment and trading of a variety premium items all over the world. In addition, the Group will also be engaged in coal mining in Russia after completion of the Acquisition.

REASONS FOR THE PLACING

As mentioned in the circular of the Company dated 31 December 2008, on 31 October 2008, Grandvest International Limited, a wholly-owned subsidiary of the Company, entered into the Acquisition Agreement for, among others, the acquisition of 90% of the entire issued share capital of Langfeld Enterprises Limited and related shareholder's loan. Langfeld Enterprises Limited has a 70% equity interest in the Russia Subsidiary, which is the holder of the mining licence granting the Russia Subsidiary the right to mine at certain area of the Coal Mine located in Petrov region in the state of Kemerovo, Russia. The Directors consider that the Acquisition which was completed on 25 May 2009 will enable the Group to participate in the coal mining industry in Russia which has good business potential and will broaden the Group's revenue base by diversifying to the coal mining business, in particular the production of coking coal business.

Assuming all the Convertible Bonds are successfully placed by the Placing Agent, the total proceeds from the issue of the Convertible Bonds, net of the expenses including the placing commission, arranger fee, fees to the guarantee bank, financial and legal advisers as well as other expenses, are estimated to be not less than approximately US\$93 million (equivalent to approximately HK\$725 million). Such proceeds are intended to be used for the development of the Coal Mine. As mentioned in the

circular of the Company dated 31 December 2008, one of the conditions precedent for completion of the Acquisition is that the purchaser and the vendor to the Acquisition Agreement being satisfied that the Group, Langfeld Enterprises Limited and the Russia Subsidiary have sufficient funding for the development of the Coal Mine for a period of 24 months from completion of the Acquisition. Accordingly, the Directors consider that the placing of the Convertible Bonds can facilitate the Group to raise fund for the purpose of development of the Coal Mine. The Conversion Shares falling to be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds will be allotted and issued under the Specific Mandate to be sought at the EGM.

After taking into account that (i) other equity fund raising arrangements (including rights issue and open offer) may not be readily available to the Company in view of current market situation and the fact that rights issue or open offer will require an underwriter and a longer period of time; (ii) the exercise of the conversion rights attached to the Convertible Bonds, if any, can broaden and strengthen the shareholder's base of the Company; and (iii) the Company expects that interest rates of the Convertible Bonds will be lower than the interest rates of other means of debt financing, the Directors are of the view that the issue of the Convertible Bonds is an appropriate means for the Company to obtain financing for the development of the Coal Mine.

Considering the special nature of the special reset, the Directors will obtain Shareholder's approval for the special reset in the event that the Directors propose to set the Tranche 1 Special Reset Price to be less than 80% of the then Tranche 1 Conversion Price or set the Tranche 2 Special Reset Price to be less than 90% of the then Tranche 2 Conversion Price, provided that no annual reset shall have been executed for the Tranche 1 Bonds and/or the Tranche 2 Bonds (as the case may be) at the time of executing such special reset. In the event that the annual reset for the Tranche 1 Bonds and/or the Tranche 2 Bonds (as the case may be) has been executed, the Company will only execute the special reset for the Tranche 1 Bonds and/or the Tranche 2 Bonds (as the case may be), if any, after obtaining Shareholder's approval. In deciding whether to make the special reset and determining the Tranche 1 Special Reset Price and/or the Tranche 2 Special Reset Price, the Directors will take into account the amount of the outstanding Tranche 1 Bonds and/or Tranche 2 Bonds (as the case may be), the liquidity, financial position and performance of the Group at the material time, the market situations, as well as the expected responses from the Bondholders on the Tranche 1 Special Reset Price and/or the Tranche 2 Special Reset Price at that time. In any event, the special reset will only be executed if the Directors consider that to be in the interest of the Company and the Shareholders as a whole. In view of the above and the special reset will give the Company a flexibility to adjust the conversion price so as to encourage Bondholders to exercise the conversion rights attached to the then outstanding Convertible Bonds, the Directors consider that the special reset feature of the Convertible Bonds is fair and reasonable.

The terms of the Tranche 1 Placing Agreement and the Tranche 2 Placing Agreement, including the Tranche 1 Conversion Price and the Tranche 2 Conversion Price, were determined on an arm's length basis between the Company and the Placing Agent with reference to, among others, the recent market prices, the performance of the Shares, the operation and financial performance of the Group and the current market conditions.

The accounting treatment for the Tranche 2 Bonds is the same as that for the Tranche 1 Bonds. That is, the liability component and derivative component of Tranche 2 Bonds will be recognised as convertible bonds classified under liabilities when they are issued under the Hong Kong Financial Reporting Standards.

FUND RAISING ACTIVITIES OF THE COMPANY IN THE PAST 12 MONTHS

Save as disclosed below, the Company has not raised fund on any issue of other equity securities in the past 12 months immediately before the date of this announcement.

Date of announcement	Event	Placing price	Net proceeds (HK\$ 'million)	Intended and actual use of net proceeds
5 August 2008	Private placing of unlisted warrants with subscription rights attached to the warrants	HK\$0.01 per warrant Exercise price HK\$0.08 per new Share	1.61 15.69 (upon full exercise of the subscription rights)	The net proceeds are intended to be applied as general working capital of the Group and any additional proceeds from the issue of new Shares upon the exercise of the subscription rights attaching to the warrants will be applied as general working capital and for future development of the Group when investment opportunities arise. The net proceeds received up to the date of this announcement have been applied as general working capital of the Group.

EFFECTS ON SHAREHOLDING STRUCTURE OF THE COMPANY

For illustration purpose only, assuming all the Convertible Bonds are successfully placed by the Placing Agent and full conversion of the Tranche 1 Bonds and the Tranche 2 Bonds at the initial Tranche 1 Conversion Price of HK\$0.0936 per Share and the initial Tranche 2 Conversion Price of HK\$0.1053 per Share respectively (assuming the Reference Price of HK\$0.117 per Share, being the closing price per Share as quoted on the Stock Exchange on the Last Trading Day) (collectively, the “**Full Conversion**”), a total of 7,685,185,185 Conversion Shares will be allotted and issued, representing (1) approximately 188.8% of the issued share capital of the Company as at the date of this announcement; and (2) approximately 65.37% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares. The following chart sets out the shareholding structure of the Company as at

the date of this announcement and, assuming there is no other change in the issued share capital and shareholding structure of the Company from the date of this announcement, the shareholding structure of the Company under the following scenarios:

- (a) immediately after the Full Conversion;
- (b) immediately after (1) the Full Conversion; and (2) the allotment and issue of the conversion shares upon conversion of the First Convertible Note by Cordia to the extent that Cordia will hold 29.99% of the entire issued Shares after such conversion and the Full Conversion;
- (c) immediately after (1) the Full Conversion; (2) the full exercises of the Options and warrants of the Company (the “**Options and Warrants Full Exercises**”); and (3) the allotment and issue of the conversion shares upon conversion of the First Convertible Note by Cordia to the extent that Cordia will hold 29.99% of the entire issued Shares after such conversion, the Options and Warrants Full Exercises and the Full Conversion;
- (d) immediately after (1) the Full Conversion; and (2) for illustration purposes only, the allotment and issue of the maximum number of conversion shares upon full conversion of the Convertible Notes by Cordia; and
- (e) immediately after (1) the Full Conversion; (2) the Options and Warrants Full Exercises; and (3) for illustration purposes only, the allotment and issue of the maximum number of conversion shares upon full conversion of the Convertible Notes by Cordia.

	As at the date of this announcement		Scenario A		Scenario B		Scenario C		Scenario D (Note 3)		Scenario E (Note 3)	
	Shares	%	Shares	%	Shares	%	Shares	%	Shares	%	Shares	%
DTV China Holdings Limited	520,000,000	12.77	520,000,000	4.42	520,000,000	3.24	520,000,000	3.10	520,000,000	0.80	520,000,000	0.79
Goldwyn Management Limited (Note 1)	560,000,000	13.76	560,000,000	4.76	560,000,000	3.49	560,000,000	3.34	560,000,000	0.86	560,000,000	0.85
Cordia (Note 4)	521,000,000	12.80	521,000,000	4.43	4,812,573,128	29.99	5,030,337,967	29.99	53,847,000,000	82.74	53,847,000,000	82.10
Directors	-	-	-	-	-	-	39,120,000	0.23	-	-	39,120,000	0.06
Public Shareholders												
Placees for Tranche 1 Bonds	-	-	2,500,000,000	21.27	2,500,000,000	15.58	2,500,000,000	14.91	2,500,000,000	3.84	2,500,000,000	3.81
Placees for Tranche 2 Bonds	-	-	5,185,185,185	44.11	5,185,185,185	32.31	5,185,185,185	30.91	5,185,185,185	7.97	5,185,185,185	7.91
Other public Shareholders	2,469,501,200	60.67	2,469,501,200	21.01	2,469,501,200	15.39	2,938,741,200	17.52	2,469,501,200	3.79	2,938,741,200	4.48
Sub-total	2,469,501,200	60.67	10,154,686,385	86.39	10,154,686,385	63.28	10,623,926,385	63.34	10,154,686,385	15.60	10,623,926,385	16.20
Total	4,070,501,200	100.00	11,755,686,385	100.00	16,047,259,513	100.00	16,773,384,352	100.00	65,081,686,385	100.00	65,590,046,385	100.00

Notes:

1. The entire issued share capital of Goldwyn Management Limited is beneficially owned by Mr. Lim Ho Sok, an executive Director.
2. As at the date of this announcement, the Company had 117,360,000 outstanding Options carrying rights to subscribe for 117,360,000 Shares, and outstanding warrants of the Company carrying rights to subscribe for 391,000,000 Shares. Save for the aforesaid Options and warrant of the Company, the Company does not have any other outstanding options, warrants, derivatives or securities convertible into Shares as at the date of this announcement.
3. The maximum number of conversion shares upon full conversion of the Convertible Notes by Cordia has been calculated assuming the Third Convertible Note is in the aggregate principal amount of US\$550.8 million (or equivalent to approximately HK\$4,296.2 million).
4. As at the date of this announcement, 1,001,000,000 conversion shares has been allotted and issued to Cordia upon conversion of the First Convertible Note in the principal amount of US\$15.4 million, of which 480,000,000 conversion shares has been sold by Cordia.

GENERAL

As no Shareholders have any material interest in the Placing, no Shareholder is required to abstain from voting at the EGM on the resolutions to approve, inter alia, the Placing Agreements and the allotment and issue of the Conversion Shares falling to be allotted and issued on the exercise of the conversion rights attaching to the Convertible Bonds under the Specific Mandate.

A circular containing, among other things, (i) information on the Placing Agreements and the Convertible Bonds; and (ii) a notice of the EGM will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

Completion of the Placing is subject to the satisfaction and/or waiver of the conditions precedent therein. In addition, the Placing Agreements may be terminated in certain circumstances.

As the Placing Agreements may or may not complete, holders of securities of the Company and potential investors of the Company 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.

- “Acquisition” : the acquisition of 90% equity interest in, and 90% of the entire shareholders’ loan owed by, Langfeld Enterprises Limited from Cordia by Grandvest International Limited pursuant to the Acquisition Agreement
- “Acquisition Agreement” : the conditional sale and purchase agreement dated 31 October 2008 entered into between, among others, Grandvest International Limited, an wholly-owned subsidiary of the Company, as purchaser and Cordia as vendor in relation to the Acquisition, details of which are set out in the circular of the Company dated 31 December 2008
- “acting in concert” : has the meaning ascribed to it under the Takeovers Code
- “associate(s)” : has the meaning ascribed to it under the Listing Rules
- “Board” : the board of Directors
- “Bondholder(s)” : holder(s) of the Tranche 1 Bonds or Tranche 2 Bonds (as the case may be)
- “Business Day” : a day on which the Stock Exchange is open for trading in Hong Kong
- “Clearstream” : Clearstream Banking, société anonyme, incorporated under the laws of the Grand Duchy of Luxembourg or any successor securities clearing agency
- “Coal Mine” : the mine areas containing coal reserves and coal resources located in Petrov region in the state of Kemerovo, Russia
- “Company” : Rontex International Holdings Limited (Stock Code: 1142), a company incorporated in the Cayman Islands with limited liability whose issued Shares are listed on the Main Board of the Stock Exchange
- “connected person” : has the meaning ascribed to it under the Listing Rules

“Conversion Price Determination Date”	:	the date on which the Tranche 1 Conversion Price and Tranche 2 Conversion Price are to be determined by the Company, namely one business day after the conditions (f) as set out in the paragraphs headed “Conditions and completion of the Tranche 1 Placing” and “Conditions and completion of the Tranche 2 Placing” above having been fulfilled (or such other date as the parties to the Tranche 1 Placing Agreement and the Tranche 2 Placing Agreement may agree in writing)
“Conversion Share(s)”	:	new Share(s) falling to be allotted and issued by the Company upon exercise of the conversion rights attached to the Tranche 1 Bonds and/or Tranche 2 Bonds (as the case may be)
“Convertible Bonds”	:	Tranche 1 Bonds and Tranche 2 Bonds
“Convertible Notes”	:	altogether, the First Convertible Note, the Second Convertible Note and the Third Convertible Note to be issued by the Company to Cordia for settlement of the consideration and contingent considerations under the terms and conditions of the Acquisition Agreement
“Cordia”	:	Cordia Global Limited, the vendor to the Acquisition Agreement, and a substantial Shareholder owning approximately 12.8% of the entire issued share capital of the Company as at the date of this announcement
“Directors”	:	the directors of the Company
“EGM”	:	the extraordinary general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving, inter alia, the Placing Agreements and the allotment and issue of the Conversion Shares falling to be allotted and issued on the exercise of the conversion rights attaching to the Convertible Bonds under the Specific Mandate
“Euroclear”	:	Euroclear Bank S.A./N.V., as operator of the Euroclear System, or any successor securities clearing agency
“First Convertible Note”	:	has the meaning ascribed to it under the circular of the Company dated 31 December 2008

“Group”	:	the Company and its subsidiaries
“Guarantee Bank Agreement”	:	the guarantee bank agreement to be entered into by the Company pursuant to which a guarantor bank will be appointed by the Company to provide an irrevocable standby letter of credit in favour of the trustee of the Tranche 2 Bonds in relation to the principal repayment obligations of the Company up to US\$70 million in relation to the Tranche 2 Bonds
“Hong Kong”	:	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	:	person(s) or company(ies) who/which is(are) independent of the Company and its connected persons
“Issue Price”	:	the issue price of the Convertible Bonds, which shall be 100% of the principal amounts of the Convertible Bonds
“Last Trading Day”	:	4 June 2009, being the last trading day of the Shares immediately prior to the date of this announcement
“Listing Rules”	:	the Rules Governing the Listing of Securities on the Stock Exchange
“Maturity Date”	:	the maturity date of the Convertible Bonds, being the date immediately following two years after the date of the issue of the Tranche 1 Bonds or Tranche 2 Bonds (as the case may be) (or, if that is not a Business Day, the first Business Day thereafter)
“Options”	:	options granted by the Company pursuant to the share option scheme of the Company adopted on 19 October 2002
“Placee(s)”	:	any person(s) or entity(ies) to whom the Placing Agent or its agents shall procure or, as the case may be, shall have procured to subscribe for the Convertible Bonds
“Placing”	:	Tranche 1 Placing and Tranche 2 Placing
“Placing Agent”	:	China Everbright Securities (HK) Limited, a licensed corporation to carry on type 1 (dealing in securities), type 4 (advising on securities), type 6 (advising on corporate finance) and type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

“Placing Agreements”	:	Tranche 1 Placing Agreement and Tranche 2 Placing Agreement
“Reference Price”	:	the average of the closing prices of one Share on the Stock Exchange for each of the last five Stock Exchange dealing days on which dealing in the Shares on the Stock Exchange took place up to and including the date of which the conditions (f) as set out in the paragraphs headed “Conditions and completion of the Tranche 1 Placing” and “Conditions and completion of the Tranche 2 Placing” above having been fulfilled (or such other date as the parties to the Tranche 1 Placing Agreement and the Tranche 2 Placing Agreement may agree in writing)
“Relevant Debt”	:	any present or future indebtedness of the Company or any of its subsidiaries in the form of, or represented by, bonds, notes, debentures, loan stock or other securities whether or not capable of being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other organised securities market and shall not include loans from banks or licensed or registered financial institutions and the Convertible Bonds
“Russia Subsidiary”	:	LLC “Shakhta Lapichevskaya”, a company incorporated in Russia with limited liability which is owned as to 70% by Langfeld Enterprises Limited and as to 30% by other Independent Third Parties as at the date of this announcement
“Second Convertible Note”	:	has the meaning ascribed to it under the circular of the Company dated 31 December 2008
“Share(s)”	:	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	:	holder(s) of the Shares
“Specific Mandate”	:	the specific mandate to be given to the Directors to allot and issue the Conversion Shares to be sought at the EGM
“Stock Exchange”	:	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	:	Hong Kong Code on Takeovers and Mergers
“Third Convertible Note”	:	has the meaning ascribed to it under the circular of the Company dated 31 December 2008

“Tranche 1 Bonds”	:	the 5% coupon convertible bonds due 2011 up to an aggregate principal amount of US\$30 million to be placed pursuant to the Tranche 1 Placing Agreement and to be created by the Trust Deed constituting such bonds, or any part of the principal amount
“Tranche 2 Bonds”	:	the credit enhanced zero coupon convertible bonds due 2011 up to an aggregate principal amount of US\$70 million to be placed pursuant to the Tranche 2 Placing Agreement and to be created by the Trust Deed constituting such bonds, or any part of the principal amount
“Tranche 1 Conversion Price”	:	the initial conversion price (subject to adjustments) for each Conversion Share to be paid by the holder of the Tranche 1 Bonds upon exercising of the conversion rights attached to the Tranche 1 Bonds, which shall be equivalent to 80% of the Reference Price
“Tranche 2 Conversion Price”	:	the initial conversion price (subject to adjustments) for each Conversion Share to be paid by the holder of the Tranche 2 Bonds upon exercising of the conversion rights attached to the Tranche 2 Bonds, which shall be equivalent to 90% of the Reference Price
“Tranche 1 Placing”	:	the offer by way of a private placing of the Tranche 1 Bonds in registered form to selected independent institutional and private investors on the terms of the Tranche 1 Placing Agreement
“Tranche 2 Placing”	:	the offer by way of a private placing of the Tranche 2 Bonds in registered form to selected independent institutional and private investors on the terms of the Tranche 2 Placing Agreement
“Tranche 1 Placing Agreement”	:	the conditional placing agreement entered into between the Company and the Placing Agent dated 5 June 2009 in respect of the placing of the Tranche 1 Bonds
“Tranche 2 Placing Agreement”	:	the conditional placing agreement entered into between the Company and the Placing Agent dated 5 June 2009 in respect of the placing of the Tranche 2 Bonds
“Trust Deed”	:	the trust deed to be executed by the Company constituting the Tranche 1 Bonds or the Tranche 2 Bonds (as the case may be)

“HK\$”	:	Hong Kong dollars, the lawful currency of Hong Kong
“US\$”	:	United States dollars, the lawful currency of the United States of America
“%”	:	per cent.

By Order of the Board
Rontex International Holdings Limited
Li Wing Sang
Deputy Chairman

Hong Kong, 5 June 2009

As at the date of this announcement, the Board comprises Mr. Chiu Chi Hong, Mr. Li Wing Sang and Mr. Lim Ho Sok as executive Directors and Mr. Liew Swee Yean, Mr. Tam Tak Wah and Mr. Yoshinori Suzuki as independent non-executive Directors.