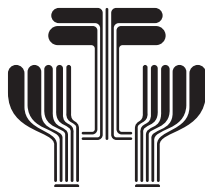


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*This announcement is for information purposes only and does not constitute an invitation or offer to acquire purchase or subscribe for any securities.*



## **TACK HSIN HOLDINGS LIMITED**

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 611)**

### **PLACING OF WARRANTS SUBSCRIPTION FOR CONVERTIBLE BONDS RESUMPTION OF TRADING**

On 15 September 2009 (after trading hours), the Company and the Placing Agent entered into the Placing Agreement whereby the Company has conditionally agreed to place, through the Placing Agent on a fully-underwritten basis, 72,000,000 Warrants to independent Placées at the Issue Price of HK\$0.02 per Warrant.

On 15 September 2009 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement whereby the Company has conditionally agreed to issue, and the Subscriber has conditionally agreed to subscribe for, the Convertible Bonds in the principal amount of HK\$80,000,000.

Each Warrant carries the right to subscribe for one Subscription Share at the Subscription Price (subject to adjustment) and is issued at the Issue Price. The Subscription Shares will be issued under the General Mandate.

The Convertible Bonds carry the right to convert into Conversion Shares at the Conversion Price (subject to adjustment). The Subscription Agreement and the transactions contemplated thereunder are subject to the approval by Shareholders at the SGM. The Directors will seek a specific mandate from the Shareholders at the SGM to issue and allot the Conversion Shares.

A circular containing, among other things, further details of the Subscription Agreement and the Bond Instrument, together with the notice of the SGM, will be dispatched to the Shareholders as soon as practicable. No Shareholder is required to abstain from voting at the SGM. So far as the Directors are aware, no Director or Shareholder has a material interest in the Subscription Agreement and the transactions contemplated thereunder.

At the request of the Company, trading in the Shares on the Stock Exchange was suspended with effect from 9:30 a.m. on Wednesday, 16 September 2009 pending the issue of this announcement. Application has been made by the Company to the Stock Exchange for resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on Thursday, 17 September 2009.

## **INTRODUCTION**

On 15 September 2009 (after trading hours), the Company and the Placing Agent entered into the Placing Agreement whereby the Company has conditionally agreed to place, through the Placing Agent on a fully-underwritten basis, 72,000,000 Warrants to independent Placees at the Issue Price of HK\$0.02 per Warrant.

On 15 September 2009 (after trading hours), the Company and the Subscriber entered into the Subscription Agreement whereby the Company has conditionally agreed to issue, and the Subscriber has conditionally agreed to subscribe for, the Convertible Bonds in the principal amount of HK\$80,000,000.

## **PLACING AGREEMENT**

### **Date**

15 September 2009

### **Issuer**

The Company

### **Placing Agent**

The Placing Agent has conditionally agreed to place 72,000,000 Warrants on a fully-underwritten basis. The Placing Agent will receive a placing commission of HK\$28,800, which is arrived at after arm's length negotiations between the parties to the Placing Agreement. The Directors are of the view that the placing commission of HK\$28,800 is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

To the best of the Directors' knowledge, information and belief having made all reasonable inquiries, the Placing Agent and its ultimate beneficial owners are independent of and not connected with the Company, directors, chief executive, and substantial shareholders of the Company and its subsidiaries or any of their respective associates.

### **Placees**

The Placing Agent shall procure not less than six Placees to subscribe for 72,000,000 Warrants on a fully-underwritten basis within a period of 30 days from the date of the Placing Agreement. The Placees shall be individuals, corporate, institutional or other professional investors, each of them and their respective ultimate beneficial owners shall be independent of and not connected with the Company, directors, chief executive, and substantial shareholders of the Company and its subsidiaries or any of their respective associates prior to and immediately after completion of the Placing.

Immediately upon the exercise of the subscription rights attaching to the Warrants, it is expected that none of the Placees will become a substantial Shareholder.

## **Information on the Warrants**

A total number of 72,000,000 Warrants is proposed to be issued. Upon full exercise of the subscription rights attaching to the Warrants, the Company will issue 72,000,000 Subscription Shares, representing (i) approximately 19.98% of the issued share capital of the Company as at the date of this announcement; (ii) approximately 16.65% of the issued share capital of the Company as enlarged by the issue and allotment of the Subscription Shares upon the full exercise of the subscription rights attaching to the Warrants.

Each Warrant carries the right to subscribe for one Subscription Share at the Subscription Price (subject to adjustment) and is issued at the Issue Price.

The subscription rights attaching to the Warrants can be exercised at any time during a period of three years commencing from the date of issue of the Warrants.

The Subscription Shares, when fully paid and allotted, will rank pari passu in all respects with the Shares then in issue on the date of allotment and issue of the relevant Subscription Shares and among themselves.

The Placing Agreement provides that the Warrants are to be issued to the Placees upon completion in registered form and constituted by the Warrant Instrument, substantially in the form of the draft set out in a schedule to the Placing Agreement. The Warrants will rank pari passu in all respects among themselves. The principal terms of the Warrant Instrument and the Warrants are summarised below.

### **Principal terms of the Warrant Instrument and the Warrants**

Issue Price:	HK\$0.02 per Warrant payable in cash
Subscription Price:	HK\$0.90, being the initial subscription price per Subscription Share but subject to standard adjustment clauses including consolidation or subdivision of the Shares, capitalisation of profits or reserves, capital distributions, issue of shares and other securities by way of rights and issue of new Shares at a price which is less than 90% of the then market price of the Shares
Minimum subscription:	Any subscription for the Subscription Shares must be in integral multiples of 2,000 Warrants
Exercise period:	Three years from the issue date of the Warrants
Rights of holders:	The holders of the Warrants will not have any right to attend or vote at any general meeting of the Company by virtue of being the holders of the Warrants
Transferability:	The Warrants are freely transferable

Ranking: The Warrants will rank pari passu among themselves. The Subscription Shares, when fully paid and allotted, will rank pari passu in all respects with the Shares then in issue on the date of allotment and issue of the relevant Subscription Shares and among themselves

Listing: The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares which fall to be allotted and issued upon exercise of the subscription rights attaching to the Warrants. No listing of the Warrants will be sought on the Stock Exchange or any other stock exchanges

The Subscription Price represents:

- (i) a discount of approximately 19.64% to the closing price of HK\$1.12 per Share as quoted on the Stock Exchange on 15 September 2009, being the date of the Placing Agreement;
- (ii) a premium of approximately 8.43% over the average of the closing prices of HK\$0.83 per Share as quoted on the Stock Exchange for the last five trading days up to and including 15 September 2009; and
- (iii) a premium of 260% over the audited net asset value per Share of HK\$0.25 as at 31 March 2009.

The aggregate of the Issue Price and the Subscription Price represents:

- (i) a discount of approximately 17.86% to the closing price of HK\$1.12 per Share as quoted on the Stock Exchange on 15 September 2009, being the date of the Placing Agreement;
- (ii) a premium of approximately 10.84% over the average of the closing prices of HK\$0.83 per Share as quoted on the Stock Exchange for the last five trading days up to and including 15 September 2009; and
- (iii) a premium of 268% over the audited net asset value per Share of HK\$0.25 as at 31 March 2009.

The Subscription Price and the aggregate of it with the Issue Price were determined with reference to the prevailing market price of the Shares and were negotiated on an arm's length basis between the Company and the Placing Agent. The Directors consider that the terms of the Placing are fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

### **Conditions of the Placing**

The Placing is conditional upon the fulfillment of the following conditions:

- (a) the Listing Committee of the Stock Exchange granting approval of the listing of, and permission to deal in, the Subscription Shares which fall to be allotted and issued upon the exercise of the subscription rights attaching to the Warrants; and

- (b) the obligations of the Placing Agent becoming unconditional and not being terminated in accordance with the terms of the Placing Agreement, including provisions regarding force majeure event.

If any of the above conditions is not fulfilled on or 15 October 2009 or such later date as may be agreed between the Company and the Placing Agent, the Placing Agreement will lapse and become null and void and the parties thereto shall be released from all obligations thereunder, save the liabilities for any antecedent breaches thereof.

### **Completion of the Placing**

Completion of the Placing will take place on or before the fifth business days after the fulfillment of the conditions set out in the Placing Agreement or such later date as may be agreed in writing between the Company and the Placing Agent.

Completion of the Placing is subject to the satisfaction of the conditions precedent in the Placing Agreement. As the Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

### **Issue of the Subscription Shares**

The Subscription Shares will be issued under the General Mandate. Under the General Mandate, the Directors are authorised to issue up to 72,064,324 Shares. Up to the date of this announcement, the General Mandate has not been previously utilised. The Placing and the issue of the Warrants and Subscription Shares are not subject to Shareholders' approval. Upon issue of all the 72,000,000 Warrants, the Directors may issue a further of 64,324 Shares under the General Mandate without Shareholders' approval.

## **SUBSCRIPTION AGREEMENT**

### **Date**

15 September 2009

### **Issuer**

The Company

### **Subscriber**

The Subscriber is an investment holding company. To the best of the knowledge, information and belief of the Directors, after having made all reasonable enquiries, the Subscriber and its ultimate beneficial owner are independent of and not connected with the Company, directors, chief executive, and substantial shareholders of the Company and its subsidiaries or any of their respective associates.

## **Information on the Warrants**

Convertible Bonds in the principal amount of HK\$80,000,000 will be issued to the Subscriber. Upon full exercise of the conversion rights attaching to the Convertible Bonds at the Conversion Price, the Company will issue 200,000,000 Conversion Shares, representing (i) approximately 55.51% of the issued share capital of the Company as at the date of this announcement; (ii) approximately 35.69% of the issued share capital of the Company as enlarged by the issue and allotment of the Conversion Shares upon the full exercise of the conversion rights attaching to the Convertible Bonds.

The Convertible Bonds carry the right to convert into Conversion Shares at the Conversion Price (subject to adjustment).

The conversion rights attaching to the Convertible Bonds can be exercised at any time during a period of three years commencing from the date of issue of the Convertible Bonds.

The Conversion Shares, when fully paid and allotted, will rank pari passu in all respects with the Shares then in issue on the date of allotment and issue of the relevant Conversion Shares and among themselves.

The Subscription Agreement provides that the Convertible Bonds are to be issued to the Subscriber upon completion in registered form and constituted by the Bond Instrument, substantially in the form of the draft set out in a schedule to the Subscription Agreement. The Convertible Bonds will rank pari passu in all respects among themselves. The principal terms of the Bond Instrument and the Convertible Bonds are summarised below.

### **Principal terms of the Bond Instrument and the Convertible Bonds**

Principal amount:	HK\$80 million
Issue price:	100% of the principal amount of the Convertible Bonds. The issue price was determined by the Company based on the face value of the Convertible Bonds
Interest rate:	The Convertible Bonds do not bear any interest
Maturity date:	Three years from the date of issue
Conversion price:	HK\$0.4, being the initial conversion price per Conversion Share but subject to standard adjustment clauses including consolidation or subdivision of the Shares, capitalisation of profits or reserves, capital distributions, issue of shares and other securities by way of rights and issue of new Shares at a price which is less than 90% of the then market price of the Shares
Status and transferability:	(a) The obligations of the Company arising under the Convertible Bonds will constitute direct unconditional, unsubordinated and unsecured obligations of the Company, and will rank equally among themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Company

- (b) The Convertible Bonds are freely transferable
- (c) Any transfer of the Convertible Bonds shall be in respect of the whole or any part of the Convertible Bonds in integral multiples of HK\$1,000,000

Redemption: All Convertible Bonds which have not been redeemed or converted by their maturity date will be automatically redeemed by the Company on the maturity date at a redemption amount equal to 100% of the principal amount of such Convertible Bonds

Conversion: The conversion rights attaching to the Convertible Bonds can be exercised at any time during a period of three years commencing from the date of issue of the Convertible Bonds provided that no conversion right shall be exercised if it will result in (a) a change of control of the Company within the meaning of the Takeovers Code; or (b) insufficient public float of the Shares

Voting at shareholders' meeting: Holders of the Convertible Bonds shall not be entitled to receive notices of attend or vote at any general meeting of the Company by reason only of being the holders of the Convertible Bonds

Listing: No application will be made for the listing of, or permission to deal in, the Convertible Bonds on the Stock Exchange, or any other stock exchange. Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares

Events of default: If any of the following events occurs and is continuing, if so requested in writing by the holders of the Convertible Bonds ("Bondholders") of not less than 66% of the outstanding principal amount of the Convertible Bonds shall (subject to its rights under the Bond Instrument to be indemnified), or a Bondholder or a group of Bondholders in aggregate holding not less than 66% of the outstanding principal amount of the Convertible Bonds shall, give notice to the Company that the Convertible Bonds are, and they shall accordingly thereby forthwith become, immediately due and payable at their principal amount together with accrued interest if:

- (a) the Company fails to pay the principal or premium (if any) of or any interest on any of the Convertible Bonds when due and such failure continues for a period of fourteen (14) days; or
- (b) the Company fails to perform or comply with any of its other obligations under the Convertible Bonds or the Bond Instrument which default is not remedied within thirty (30) days after notice requiring the same to be remedied is served by the Bondholder at the request of any Bondholder or group of Bondholders holding not less than 66% of the outstanding principal amounts of the Convertible Bonds or a Bondholder or a group of Bondholders holding not less than 66% of the outstanding principal amount of the Convertible Bonds (as the case may be) on the Company; or

- (c) (i) any other present or future indebtedness of the Company or any major subsidiary (“Major Subsidiary”) of the Company for or in respect of moneys borrowed or raised is declared or becomes due and payable prior to its stated maturity by reason of an event of default (however called or described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Company or any Major Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised; provided that any single amount or the aggregate amount of the indebtedness becoming due and payable under (i) above, and/or any single amount or aggregate amount of the indebtedness not paid when due, or as the case may be, within any applicable grace period under (ii) above and/or any single amount or the aggregate amount not paid when due under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised under (iii) above, equals or exceeds HK\$5,000,000 and HK\$10,000,000 respectively; or
- (d) a distress, attachment, execution or other legal process (the “Actions”) is levied, enforced or sued out on or against the whole or any part of the property, assets or revenues of the Company or any Major Subsidiary which, in the reasonable opinion of the Bondholders, has or would have a material adverse effect on the Company or such Major Subsidiary and is not discharged or stayed within 45 days (or such longer period as the Bondholders may consider to be reasonably appropriate) unless, but only so long as, the Bondholders are satisfied that the Actions are being contested in good faith, diligently and with a reasonable prospect of success; or
- (e) the Company or any Major Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts as and when they fall due; stops, suspends or threatens to stop or suspend payment of all or substantially all of its debts; makes any agreement for the deferral, rescheduling or other readjustment of all of its debts (or of any part which it will or might otherwise be unable to pay when due); or



- (f) an order of a court of competent jurisdiction is made or an effective resolution passed for the winding-up or dissolution or administration (or equivalent procedure) of the Company or any Major Subsidiary, or the directors of the Company or any Major Subsidiary request any person to appoint an administrator (or equivalent person), or the Company ceases or threatens to cease to carry on all or a material part of its business or operations; except in any case, however, for the purpose of or in connection with a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms previously approved by a special resolution of the Bondholders, or (ii) in the case of a Major Subsidiary, whereby the undertaking and assets of the Major Subsidiary are transferred or distributed to or otherwise vested in the Company or another one or more of its subsidiaries, or by way of a voluntary winding up or dissolution where there are surplus assets in such Major Subsidiary and such surplus assets which are attributable to the Company and/or any other subsidiaries are distributed to the Company and/or such other subsidiaries; or
- (g) an administrative or other receiver or any manager (or equivalent person) is duly appointed of the Company or any Major Subsidiary or the directors of the Company or any Major Subsidiary request any person to appoint such an administrative or other receiver or manager (or equivalent person) over either of them or any of their respective assets or properties, unless it is in the opinion of the Bondholders (which shall be duly resolved at the meeting of the Bondholders convened) that, in the case only of such action having been commenced by a creditor of the Company or any Major Subsidiary, as the case may be, it is discharged within thirty (30) days of the commencement of such proceedings or the appointment as aforesaid; or
- (h) the listing of the Shares on the Stock Exchange is at any time terminated, or the Shares is suspended for trading for a period of more than twenty (20) consecutive trading days and the Company is unable to provide a reason therefor.

The Conversion Price represents:

- (i) a discount of approximately 64.29% to the closing price of HK\$1.12 per Share as quoted on the Stock Exchange on 15 September 2009, being the date of the Placing Agreement;
- (ii) a discount of approximately 51.81% to the average of the closing prices of HK\$0.83 per Share as quoted on the Stock Exchange for the last five trading days up to and including 15 September 2009; and
- (iii) a premium of 60% over the audited net asset value per Share of HK\$0.25 as at 31 March 2009.

The Conversion Price was determined with reference to the prevailing market price of the Shares and was negotiated on an arm's length basis between the Company and the Subscriber. The Directors consider that the terms of the Subscription are fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

### **Conditions of the Subscription**

The Subscription is conditional upon the fulfillment of the following conditions:

- (a) the Listing Committee of the Stock Exchange shall have granted (either unconditionally or subject to conditions to which neither the Issuer nor any of the Subscriber objects) listing of and permission to deal in the Conversion Shares upon exercise of the conversion rights attaching to the Convertible Bonds;
- (b) the Shareholders shall have passed relevant resolutions in approving the Subscription Agreement and the transactions contemplated thereunder and the issue of the Conversion Shares upon exercise of the conversion rights attaching to the Convertible Bonds.

If any of the above conditions is not fulfilled on or 30 October 2009 or such later date as may be agreed between the Company and the Subscriber, the Subscription Agreement will lapse and become null and void and the parties thereto shall be released from all obligations thereunder, save the liabilities for any antecedent breaches thereof.

### **Completion of the Subscription**

Completion of the Subscription will take place on or before the fifth business days after the fulfillment of the conditions set out in the Subscription Agreement or such later date as may be agreed in writing between the Company and the Subscriber.

Completion of the Subscription is subject to the satisfaction of the conditions precedent in the Subscription Agreement. As the Subscription may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

### **Issue of the Conversion Shares**

The Subscription Agreement and the transactions contemplated thereunder are subject to the approval by Shareholders at the SGM. The Directors will seek a specific mandate from the Shareholders at the SGM to issue and allot the Conversion Shares.

## SHAREHOLDING STRUCTURE

The following table shows the change in shareholding structure of the Company upon full exercise of each of the conversion rights attaching to the Convertible Bonds and the subscription rights attaching to the Warrants:

Shareholder	As at the date of this announcement		Assuming each of the conversion rights attaching to the Convertible Bonds and the subscription rights attaching to the Warrants is exercised in full at the initial Conversion Price and initial Subscription Price, respectively	
	Number of Shares	%	Number of Shares	%
Hoylake Holdings Limited (Note)	114,240,000	31.70	114,240,000	18.07
Subscriber	0	0	200,000,000	31.63
Public	246,081,620	68.30	318,081,620	50.30
<b>Total:</b>	<b>360,321,620</b>	<b>100.00</b>	<b>632,321,620</b>	<b>100.00</b>

Note: Hoylake Holdings Limited is a company wholly owned by Mr. Chan Shu Kit, an executive Director.

## FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has not conducted any fund raising activity in the past twelve months from the date of this announcement.

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

The Group is principally engaged in property investment and development, hotel and restaurant operation. As stated in the annual report of the Company for the year ended 31 March 2009, it is the corporate strategy of the Group to continue to identify investment opportunities with the aim to increase its market share. It is the intention of the Group to continue to expand its market share in a steady and proactive way in spite of the currently weak consumer sentiment. It is believed that such strategy will provide a solid platform for the Group to continue to expand as and when the consumer market recovers. In light of this corporate strategy, when appropriate opportunity arises, the Directors considered it in the interest of the Company to undertake the Placing and the Subscription so that the Group will have sufficient cash for its future expansion.

It is expected that the net proceeds of up to approximately HK\$81 million (as to HK\$1.4 million from the issue of the Warrants and as to HK\$79.6 million from the issue of the Convertible Bonds) can be raised and will be used by the Group to finance future investment opportunities and as general working capital. Assuming the full exercise of the subscription rights attaching to the Warrants, it is expected that additional net proceeds of up to HK\$64.8 million can be raised and will be also used by the Group to finance future investment opportunities and as general working capital. To the extent that no investment is identified by the Group, the amounts will be used as general working capital.

As at the date of this announcement, the Company has not yet identified any suitable investment opportunity.

## **GENERAL**

If the number of independent Placees procured by the Placing Agent to subscribe for the Warrants is less than six, the Company will make a further announcement specifying the names of those Placees, as required by Rule 13.28 of the Listing Rules. If the number of independent Placees is six or more, Rule 13.28 of the Listing Rules does not require the names of the Placees to be announced.

A circular containing, among other things, further details of the Subscription Agreement and the Bond Instrument, together with the notice of the SGM, will be dispatched to the Shareholders as soon as practicable. No Shareholder is required to abstain from voting at the SGM. So far as the Directors are aware, no Director or Shareholder has a material interest in the Subscription Agreement and the transactions contemplated thereunder.

## **RESUMPTION OF TRADING**

At the request of the Company, trading in the Shares on the Stock Exchange was suspended with effect from 9:30 a.m. on Wednesday, 16 September 2009 pending the issue of this announcement. Application has been made by the Company to the Stock Exchange for resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on Thursday, 17 September 2009.

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following terms used herein shall have the following meanings:

“associate(s)”	has the meaning ascribed thereto in the Listing Rules, unless otherwise specified
“Board”	board of Directors
“Bond Instrument”	the instrument to be entered into by the Company constituting the Convertible Bonds, substantially in the form of the draft set out in a schedule to the Subscription Agreement
“Company”	Tack Hsin Holdings Limited, a company incorporated in Bermuda with limited liability whose shares are listed and traded on the Main Board of the Stock Exchange
“Connected person(s)”	has the meaning ascribed thereto in the Listing Rules, unless otherwise specified
“Conversion Price”	initial conversion price of HK\$0.4 per Conversion Share but subject to standard adjustment clauses in the Bond Instrument
“Conversion Shares”	the Shares which may fall to be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds

“Convertible Bonds”	zero coupon rate unsecured redeemable convertible bonds due 2012 in the principal amount of HK\$80,000,000 convertible into Shares, to be constituted by the Bond Instrument
“Directors”	directors of the Company
“General Mandate”	the general mandate as refreshed and granted to the Directors by the Shareholders at the annual general meeting of the Company held on 8 September 2009 to allot, issue and deal with up to 20% of the then issued share capital of the Company as at the date of the annual general meeting
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Issue Price”	the issue price of HK\$0.02 per Warrant payable to the Company
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	any investor who is either an individual, professional or an institutional investor and is independent of and not connected with the Company, directors, chief executive, and substantial shareholders of the Company and its subsidiaries or any of their respective associates, procured by the Placing Agent to subscribe for any of the Warrants pursuant to the Placing Agent’s obligations under the Placing Agreement
“Placing”	the placing of 72,000,000 Warrants pursuant to the terms of the Placing Agreement
“Placing Agent”	Fortune (HK) Securities Limited
“Placing Agreement”	the conditional placing agreement entered into between the Company and the Placing Agent dated 15 September 2009 in relation to the Placing
“SFC”	Securities and Futures Commission
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“SGM”	a special general meeting of the Company to be held to approve, inter alia, (a) the Subscription Agreement and the transactions contemplated thereunder; and (b) the issue and allotment of the Conversion Shares upon exercise of the conversions rights attaching to the Convertible Bonds
“Shareholder(s)”	holder(s) of Shares

“Shares”	ordinary shares of HK\$0.10 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber”	Project Giant Investments Limited
“Subscription”	the subscription of the Convertible Bonds pursuant to the terms of the Subscription Agreement
“Subscription Agreement”	the conditional subscription agreement entered into between the Company and the Subscriber dated 15 September 2009 in relation to the Subscription
“Subscription Price”	initial subscription price of HK\$0.9 per Subscription Share but subject to standard adjustment clauses in the Warrant Instrument
“Subscription Shares”	the Shares which may fall to be allotted and issued upon exercise of the subscription rights attaching to the Warrants
“Takeovers Code”	the Code on Takeovers and Mergers of Hong Kong
“Warrant Instrument”	the instrument to be entered into by the Company constituting the Warrants, substantially in the form of the draft set out in a schedule to the Placing Agreement
“Warrants”	a total number of 72,000,000 unlisted warrants to be issued by the Company pursuant to the Placing Agreement and the terms and conditions to the Warrant instrument
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By Order of the Board  
**Tack Hsin Holdings Limited**  
**Chan Shu Kit**  
*Chairman*

Hong Kong, 16 September 2009

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

*Executive Directors:*

Mr. Chan Shu Kit  
Mr. Kung Wing Yiu  
Mr. Chan Ho Man

*Independent non-executive Directors:*

Mr. Kung Fan Cheong  
Mr. Chan Ka Ling, Edmond  
Mr. Lo Kin Cheung