
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer or other registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Mission Capital Holdings Limited, you should at once hand this circular and the enclosed form of proxy to the purchaser(s) or the transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the transferee(s).

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

A copy of this circular has been delivered to the Registrar of Companies in Hong Kong for registration pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of this circular.

MISSION CAPITAL HOLDINGS LIMITED

保興資本控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 1141)

**(1) PROPOSED CHANGE OF AUDITORS
(2) PROPOSED BONUS WARRANTS ISSUE
AND
(3) NOTICE OF SPECIAL GENERAL MEETING**

A notice convening the SGM (as defined herein) of Mission Capital Holdings Limited (the “**Company**”) to be held at Plaza IV, Lower Lobby, Novotel Century Hong Kong, 238 Jaffe Road, Wanchai, Hong Kong at 9:30 a.m. on Thursday, 8 January 2015 is set out on pages 27 to 30 of this circular.

Whether or not you intend to attend the SGM, you are requested to complete and return the form of proxy enclosed with this circular in accordance with the instructions printed thereon to the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong as soon as possible, but in any event, not less than forty-eight (48) hours before the time appointed for holding the SGM or any adjourned meeting. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish.

19 December 2014

* For identification purpose only

CONTENTS

	<i>Page</i>
Definitions	1
Expected Timetable	3
Letter from the Board	4
Appendix I – Summary of Terms of the Warrants	13
Notice of SGM	27

DEFINITIONS

In this circular, the following expressions have the following meanings unless the context requires otherwise:

“Board”	the board of Directors
“Bonus Warrants Issue”	the proposed bonus issue of Warrants by the Company to the Shareholders whose names appear on the register of members on the Record Date, on the basis of one (1) Warrant for every five (5) Shares held on the Record Date
“business day(s)”	any day (excluding a Saturday) on which banks generally are open for business in Hong Kong throughout their normal business hours
“CCASS”	the Central Clearing and Settlement System operated by HKSCC
“Company”	Mission Capital Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“DTT”	Messrs. Deloitte Touche Tohmatsu
“Group”	the Company and its subsidiaries
“HKSCC”	the Hong Kong Securities Clearing Company Limited
“HLB”	Messrs. HLB Hodgson Impey Cheng Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Latest Practicable Date”	16 December 2014, being the latest practicable date for ascertaining certain information for inclusion in this circular

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Overseas Shareholder(s)”	Shareholder(s) whose address(es) as shown on the register of members of the Company at the close of business on the Record Date is/are outside Hong Kong
“PRC”	The People’s Republic of China, but for the purpose of this circular, excludes the Hong Kong and Macau Special Administrative Regions of the PRC
“Record Date”	Friday, 16 January 2015, being the record date for ascertaining the entitlements of Shareholders to the Bonus Warrants Issue
“SGM”	the special general meeting of the Company to be held on Thursday, 8 January 2015
“Share(s)”	ordinary share(s) in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Warrant(s)”	warrant(s) proposed to be issued by the Company to subscribe for new Shares at an initial subscription price of HK\$0.10 per new Share, subject to adjustment
“Warrantholder(s)”	in relation to any Warrant, the person or persons who is or are for the time being registered in the Register as the holder or joint holders of such Warrant
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

EXPECTED TIMETABLE

The expected timetable for implementing the Bonus Warrants Issue is set forth below:

2015

Latest time for return of proxy form of the SGM. 9:30 a.m. on Tuesday,
6 January
(not less than 48 hours prior
to time of the SGM)

SGM 9:30 a.m. on Thursday, 8 January

Publication of an announcement regarding
the poll results of the SGM Thursday, 8 January

Last day of dealings in Shares cum-entitlements
to the Bonus Warrants Issue Friday, 9 January

First day of dealings in Shares ex-entitlements
to the Bonus Warrants Issue Monday, 12 January

Latest time for lodging forms of transfer of Shares
to ensure entitlement to the Bonus Warrants Issue 4:30 p.m. on
Tuesday, 13 January

Closure of register of members of the Company Wednesday, 14 January to
Friday, 16 January
(both days inclusive)

Record Date. Friday, 16 January

Despatch of the Warrant certificates by Tuesday, 27 January

Commencement of dealings in the Warrants . . 9:00 a.m. on Wednesday, 28 January

All times and dates in this circular refer to Hong Kong local times and dates. Dates or deadlines specified in the expected timetable above are indicative only and may be extended or varied by the Company. Any changes to the expected timetable will be published or notified to the Shareholders as and when appropriate.

LETTER FROM THE BOARD

MISSION CAPITAL HOLDINGS LIMITED 保興資本控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 1141)

Executive Directors:

Mr. Suen Cho Hung, Paul (*Chairman*)
Mr. Suen Yick Lun Philip (*Chief Executive Officer*)
Mr. Lau King Hang

Independent Non-executive Directors:

Dr. Leung Shiu Ki Albert
Ms. Chen Wei
Mr. Wong Yat Fai
Mr. Man Wai Chuen
Mr. Wong Kwok Tai
Mr. Weng Yixiang
Mr. Huang Zhencheng

Registered Office:

Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

*Head office and principal place
of business in Hong Kong:*

Suite 903, 9th Floor
Great Eagle Centre
23 Harbour Road
Wanchai
Hong Kong

19 December 2014

To the Shareholders

Dear Sir or Madam,

**(1) PROPOSED CHANGE OF AUDITORS
(2) PROPOSED BONUS WARRANTS ISSUE
AND
(3) NOTICE OF SPECIAL GENERAL MEETING**

1. INTRODUCTION

The purpose of this circular is to provide you with further information of the proposed change of auditors, the proposed Bonus Warrants Issue and the notice convening the SGM.

* *For identification purpose only*

LETTER FROM THE BOARD

2. PROPOSED CHANGE OF AUDITORS

The Company announced on 13 November 2014 that HLB has resigned as auditor of the Company with effect from 13 November 2014 and the Board has resolved, with the recommendation from the Audit Committee of the Company, to propose the appointment of DTT as the new auditor of the Company (the “**Proposed Appointment**”) to fill the casual vacancy following the resignation of HLB and to hold office until the conclusion of the next annual general meeting of the Company. The Proposed Appointment is subject to the approval of the Shareholders by way of ordinary resolution at the SGM to be convened on 8 January 2015.

HLB’s resignation is due to the fact that the Company and HLB could not reach a mutual agreement in respect of the proposed audit fee and the availability of internal resources of HLB for the financial year ending 31 March 2015.

The Board is of the view that the proposed appointment of DTT would be in the best interests of the Company and the Shareholders as a whole as DTT is a leading international audit firm with sufficient resources and experience which could provide sufficient support and auxiliary services to the Company to cope with its future business development.

The Company has received a letter from HLB, in which HLB confirmed that there are no circumstances in relation to their resignation that need to be brought to the attention of the Shareholders and the creditors of the Company. The Board is not aware of any matter in respect of the Proposed Appointment that need to be brought to the attention of the Shareholders.

HLB has not commenced any audit work on the financial statements of the Company and its subsidiaries for the financial year ending 31 March 2015. It is anticipated that the change of auditors will not have any significant impact on the annual audit for the financial year ending 31 March 2015.

3. PROPOSED BONUS WARRANTS ISSUE

It was announced on 1 December 2014 that the Directors proposed, subject to the satisfaction of the conditions set out in the paragraph headed “Conditions to the Bonus Warrants Issue”, to distribute interim dividend by way of Bonus Warrants Issue to the Shareholders whose names appear on the register of members of the Company on the Record Date on the basis of one (1) Warrant for every five (5) Shares held on the Record Date. Pursuant to the bye-laws of the Company, the Company in general meeting may make a distribution to the Shareholders out of any

LETTER FROM THE BOARD

contributed surplus. The Bonus Warrants Issue is therefore subject to the approval of the Shareholders by way of ordinary resolution at the SGM to be convened on 8 January 2015.

Subscription Price and Subscription Period

The Warrants will be issued in registered form and each Warrant will entitle the holder thereof to subscribe in cash for one new Share at an initial subscription price of HK\$0.10, subject to customary antidilutive adjustments in market transactions of this type in certain events, including, among other things, share consolidations, share subdivisions, capitalisation issues and capital distributions, at any time during the period which is expected to commence on the date of the issue of the Warrants and end on the date falling twelve (12) months from the date of the issue of the Warrants, which are expected to be from 27 January 2015 to 26 January 2016 (both days inclusive).

The initial subscription price of HK\$0.10 represents:

- (i) a discount of approximately 45.65% to the closing price of HK\$0.184 per Share as quoted on the Stock Exchange on 1 December 2014 (being the date of the announcement in relation to the Bonus Warrants Issue);
- (ii) a discount of approximately 45.36% to the average closing price of approximately HK\$0.183 per Share as quoted on the Stock Exchange for the past five trading days ended on 1 December 2014;
- (iii) a discount of approximately 47.64% to the average closing price of approximately HK\$0.191 per Share as quoted on the Stock Exchange for the past ten trading days ended on 1 December 2014; and
- (iv) a discount of approximately 13.04% to the closing price of approximately HK\$0.115 per Share as quoted on the Stock Exchange on the Latest Practicable Date.

Shares to be issued upon Exercise of the Warrants

On the basis of 4,278,350,502 Shares in issue as at the Latest Practicable Date, and assuming no further Shares will be issued or repurchased by the Company on or before the Record Date, 855,670,100 Warrants would be issued pursuant to the Bonus Warrants Issue. Full exercise of the subscription rights attaching to the 855,670,100 Warrants at the initial subscription price of HK\$0.10 per new Share

LETTER FROM THE BOARD

would result in the issue of 855,670,100 new Shares, representing approximately 20.0% of the aggregate number of issued Shares as at the Latest Practicable Date and approximately 16.67% of the aggregate number of issued Shares as enlarged by the issue of such new Shares, and the receipt by the Company of subscription monies totaling approximately HK\$85.6 million. After deducting the cost of approximately HK\$420,000, the net proceed from the subscription of new Shares upon full exercise of the subscription rights attaching to the Warrants will be up to approximately HK\$85.18 million.

As at the Latest Practicable Date, the Company has no other outstanding options, warrants or other securities convertible into or giving rights to subscribe for, convert or exchange into Shares as at the Latest Practicable Date, and it does not have any equity securities which remain to be issued on exercise of any other subscription rights as described in Rule 15.02(1) of the Listing Rules. Therefore, if the Warrants are immediately exercised, such exercise will not exceed 20% of the issued equity capital of the Company at the time such Warrants are issued.

Fractional entitlements

Fractional entitlements to the Warrants (if any) will not be issued to the Shareholders but will be aggregated and sold for the benefit of the Company. The net proceeds of sale will be retained for the benefit of the Company.

Overseas Shareholders

In determining whether it would be necessary or expedient to exclude an Overseas Shareholder who is registered as a member of the Company on the Record Date, the Directors will make enquiry pursuant to Rule 13.36(2)(a) of the Listing Rules regarding the legal restrictions under the laws of the relevant place and the requirements of the relevant regulatory body or stock exchange of the relevant place in which such Overseas Shareholder is residing. If the Directors are of the view that, after such enquiry, the exclusion of such Overseas Shareholder is necessary or expedient on account either of the legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place, the Warrants will not be granted to such Overseas Shareholder(s).

In view of the above, Warrants which would otherwise be issued to such Overseas Shareholder(s) under the Bonus Warrants Issue will be sold in the market as soon as possible if a premium, net of expenses, can be obtained. Any net proceeds of sale, after deduction of expenses, will be distributed in Hong Kong

LETTER FROM THE BOARD

dollars to such Overseas Shareholder(s). Remittance thereof will be posted to it, at its own risk, unless the amount falling to be distributed to such person is less than HK\$100, in which case it will be retained for the benefit of the Company.

Based on the register of members of the Company as at the Latest Practicable Date, there was one Overseas Shareholder with registered address in the PRC. Pursuant to Rule 13.36(2)(a) of the Listing Rules, the Board has made enquiries as to whether there is any legal restriction under the laws of the relevant jurisdictions or requirement of any relevant regulatory body or stock exchange of the relevant jurisdictions on the Bonus Warrants Issue to the Overseas Shareholder. The Directors have made enquiries pursuant to Rule 13.36(2)(a) of the Listing Rules and based on the advice provided by the Company's legal adviser on the laws of the PRC, there are no restrictions under PRC law on the Company issuing the Warrants to the Shareholders registered in the PRC, and the Company is not required to obtain any approvals from the PRC government authorities or stock exchanges in the PRC in connection with the Bonus Warrants Issue to the Shareholders registered in the PRC. Therefore, the Directors have decided to extend the Bonus Warrants Issue to such Overseas Shareholder with registered address located in the PRC as shown on the register of members of the Company as at the Record Date (if such Overseas Shareholder is still a Shareholder on the Record Date).

All Overseas Shareholders should consult their professional advisers as to whether or not they are permitted to participate in the Bonus Warrants Issue or whether any government or other consents are required or other formalities need to be observed.

Conditions to the Bonus Warrants Issue

The Bonus Warrants Issue will be conditional upon, among other things, the following conditions:

- (a) the passing by the Shareholders at the SGM of the necessary resolution(s) to approve the issue of the Warrants and any new Shares which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants and any transactions contemplated thereunder; and
- (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Warrants and any new Shares which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants.

LETTER FROM THE BOARD

Reasons for the Bonus Warrants Issue

The Group is principally engaged in supply and procurement of commodities, provision of finance and securities investment. The Directors believe that the Bonus Warrants Issue will provide the Shareholders with an opportunity to participate in the growth of the Company. The Bonus Warrants Issue will also strengthen the equity base of the Company and increase the Company's working capital if and when the subscription rights attaching to the Warrants are exercised.

The Company intends to apply any subscription monies received as and when subscription rights are exercised towards general working capital of the Group to finance its operation and business expansion, as well as potential investments to be identified.

Further, the preferential discount of the initial subscription price per Share of the Warrants to the market price per Share represents a sincere extension of gratitude and appreciation by the Board of Directors on behalf of the Company to the Shareholders.

4. FUND RAISING ACTIVITIES OF THE GROUP IN THE PAST TWELVE MONTHS

The Company has not conducted any fund raising activities by issue of equity securities in the past twelve (12) months immediately preceding the Latest Practicable Date.

Listing

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Warrants and the new Shares which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants. The new Shares which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants will rank pari passu in all respects with the then existing issued Shares. The holders of such new Shares will enjoy the same voting rights as the existing Shareholders of the Company.

No part of the securities of the Company is listed or dealt in on any other stock exchange and no such listing or permission to deal is being or proposed to be sought.

Application will also be made to HKSCC for the admission of the Warrants into CCASS operated by HKSCC.

LETTER FROM THE BOARD

All necessary arrangement have been made by the Company to enable the Warrants to be admitted into CCASS. Subject to the granting of listing of, and permission to deal in, the Warrants and the new Shares which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Warrants and the new Shares which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the commencement date of dealings in the Warrants on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

Certificates for the Warrants and Board Lot

Subject to the satisfaction of the conditions to the Bonus Warrants Issue, it is expected that certificates for the Warrants will be posted on or before Tuesday, 27 January 2015 at the risk of the Shareholders entitled thereto to their respective addresses shown on the register of members of the Company. Dealings in the Warrants are expected to commence on the Stock Exchange on Wednesday, 28 January 2015.

The Warrants are expected to be traded on the Stock Exchange in board lots of 10,000 Warrants carrying rights to subscribe for 855,670,100 Shares at HK\$85,567,010 at the initial subscription price of HK\$0.10 per Share (subject to adjustment).

Closure of Register of Members

The register of members of the Company will be closed from Wednesday, 14 January 2015 to Friday, 16 January 2015 (both days inclusive) in order to establish entitlements of the Shareholders to the Bonus Warrants Issue.

The last day for dealing in Shares cum-entitlements to the Bonus Warrants Issue will be Friday, 9 January 2015. In order to qualify for the Bonus Warrants Issue, all outstanding forms of transfer of Shares together with relevant share certificate(s) should be lodged with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, no later than 4:30 p.m. on Tuesday, 13 January 2015.

LETTER FROM THE BOARD

Taxation

The Shareholders are recommended to consult their professional advisors if they are in any doubt as to the taxation implications of accepting and dealing in the Warrants. It is emphasised that none of the Company, the Directors or any parties involved in the Bonus Warrants Issue accepts responsibility for any tax effects or liabilities or any other liabilities of the Warrant holders resulting from accepting and dealing in the Warrants.

5. SPECIAL GENERAL MEETING

A notice convening the SGM is set out on pages 27 to 30 of this circular. The SGM will be convened for the purpose of considering and, if thought fit, passing the resolution(s) to approve the proposed Bonus Warrants Issue.

As at the Latest Practicable Date, and to the best knowledge, belief and information of the Directors having made all reasonable enquiries, no Shareholder is required under the Listing Rules to abstain from voting on the proposed resolutions at the SGM.

A form of proxy for use by the Shareholders at the SGM is enclosed. Whether or not you intend to attend the SGM, you are requested to complete and return the form of proxy enclosed with this circular in accordance with the instructions printed thereon to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event, not less than 48 hours before the time appointed for holding the SGM or the adjourned meeting. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish.

6. RECOMMENDATIONS

The Board is of the opinion that (i) the Proposed Appointment of DTT as auditor of the Company and (ii) the proposed Bonus Warrants Issue are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the SGM.

LETTER FROM THE BOARD

7. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll.

8. DIRECTORS' RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge, information and belief the information contained in this circular is accurate and complete in all material aspects and not misleading and deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

9. ADDITIONAL INFORMATION

Your attention is also drawn to the information set out in the appendices to this circular.

By order of the Board
Mission Capital Holdings Limited
Suen Yick Lun Philip
Chief Executive Officer

The Warrants will be issued subject to and with the benefit of a separate instrument by way of deed poll (the “**Instrument**”) and they will be issued in registered form and will form one class and rank pari passu in all respects with each other.

The Warrants will confer rights to subscribe up to HK\$85,567,010 in aggregate for Shares, equivalent to the aggregate subscription price for a total of 855,670,100 Shares on the basis of an initial subscription price of HK\$0.10 per Share (subject to adjustment).

The Warrants will represent direct obligations of the Company to Warrantheolders as described in the Instrument. The following is a summary of the major provisions of the Instrument and of the principal terms and conditions of the Warrants set out on the Warrant certificates. Warrantheolders will be entitled to the benefit of, be bound by, and be deemed to have notice of all such terms and conditions and of the provisions of the Instrument, copies of which will be available at the principal place of business for the time being of the Company in Hong Kong.

1. EXERCISE OF SUBSCRIPTION RIGHTS

- (a) Each Warrantheolder shall have, in respect of the Warrants of which he is the registered holder for the time being, rights (the “**Subscription Rights**”) which may be exercised in whole or in part, but not in respect of a fraction of a Share, at any time on or after 27 January 2015 but not later than 26 January 2016 (the “**Subscription Period**”) (the date on which any of the Subscription Rights are duly exercised being called a “**Subscription Date**”) to subscribe in cash the whole or part, in integral multiples of HK\$0.10, of the amount stated on the certificate for such Warrants which a Warrantheolder is entitled to subscribe for Shares upon the exercise of the Subscription Rights represented thereby (the “**Exercise Moneys**”), for fully-paid Shares at a price of HK\$0.10 per Share subject to adjustment as referred to below (the “**Subscription Price**”). Any Subscription Rights which have not been exercised upon the expiry of the Subscription Period will lapse and thereupon the Warrants and the Warrant certificates shall cease to be valid for any purpose whatsoever.

- (b) Each Warrant certificate will contain a subscription form (the “**Subscription Form**”). In order to exercise his Subscription Rights, a Warranholder must complete and sign the Subscription Form and deliver the same and the Warrant certificate to the Warrant registrar in Hong Kong for the time being of the Company and such delivery shall constitute an irrevocable commitment by such Warranholder to exercise such Subscription Rights, together with a remittance for the relevant portion of the Exercise Moneys, being the amount of the Subscription Price for the Shares in respect of which the Warranholder is exercising his Subscription Rights. In each case compliance must also be made with any exchange control, fiscal or other laws or regulations for the time being applicable.
- (c) No fraction of a Share will be allotted but any balance representing fractions of the Exercise Moneys paid on the exercise of the Subscription Rights represented by the Warrant certificate will be paid by the Company to the Warranholder, provided always that, if the Subscription Rights attaching to the Warrants represented by one or more Warrant certificates are exercised on the same Subscription Date by the same Warranholder then, for the purpose of determining whether any (and if so, what) fraction of a Share arises, such Subscription Rights shall be aggregated; and regard shall be made, where applicable, to the provisions of clause 6(C) of the Instrument.
- (d) The Company has undertaken in the Instrument that any Shares falling to be issued upon the exercise of any of the Subscription Rights represented by the relevant Warrant certificates will be allotted and issued not later than 28 days after the relevant Subscription Date and, taking account of any adjustment which may have been made pursuant to clause 4 of the Instrument, will rank *pari passu* with the fully paid Shares in issue on the relevant Subscription Date and will accordingly entitle the holders to participate in all dividends or other distributions declared, paid or made after the relevant Subscription Date and other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the relevant Subscription Date and notice of the amount and record date for which shall have been given to the Stock Exchange prior to the relevant Subscription Date.

- (e) As soon as practicable after the relevant allotment and issue of Shares (and in any event not later than 28 days after the relevant Subscription Date) there will be issued free of charge to the Warrantholder to whom such allotment has been made upon his exercise of any Subscription Rights:
- (i) a certificate for the relevant Shares in the name(s) of such Warrantholder(s);
 - (ii) (if applicable) a balancing Warrant certificate in registered form in the name(s) of such Warrantholder(s) in respect of any Subscription Rights represented by the relevant Warrant certificate remaining unexercised;
 - (iii) (if applicable) a cheque representing fractions of the Exercise Moneys in respect of the Warrantholder's fractional entitlement to Shares as mentioned in sub-paragraph (c) above; and
 - (iv) (if applicable) the certificate mentioned in clause 6(A)(4) of the Instrument.

The certificate for Shares, arising on the exercise of Subscription Rights, the balancing Warrant certificate (if any) and, the cheque in respect of fractions of the Exercise Moneys in respect of the Warrantholder's fractional entitlement to Shares (if any) will be sent by post at the risk of the said Warrantholder to the address of such Warrantholder (or, in the case of a joint holding, to that one of the joint Warranholders whose name stands first in the register of Warranholders). If the Company agrees, such certificates and cheques may by prior arrangement be retained by the Warrant registrar in Hong Kong for the time being of the Company to await collection by the relevant Warrantholder.

2. ADJUSTMENTS OF SUBSCRIPTION PRICE

The Instrument contains detailed provisions relating to the adjustment of the Subscription Price. The following is a summary of, and is subject to, the adjustment provisions of the Instrument:

- (a) The Subscription Price shall (except as mentioned in sub-paragraphs (b) and (c) below) be adjusted as provided in the Instrument in each of the following cases (but shall however not be adjusted below the nominal value of Shares until the Subscription Right Reserve (as defined in the Instrument means a reserve the amount of which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid upon the exercise of all or any of the Subscription Rights) is maintained pursuant to clause 6 of the Instrument):
 - (i) an alteration of the nominal amount of each Share by reason of any consolidation or subdivision;
 - (ii) an issue (other than pursuant to a scrip dividend scheme in lieu of a cash dividend) by the Company of Shares credited as fully-paid by way of capitalisation of profits or reserves (including any share premium account);
 - (iii) a capital distribution (as defined in the Instrument) being made by the Company, whether on a reduction of capital or otherwise, to holders of Shares (in their capacity as such);
 - (iv) a grant by the Company to holders of Shares (in their capacity as such) of rights to acquire for cash assets of the Company or any of its Subsidiaries (as defined in the Instrument);
 - (v) an offer of new Shares for subscription by way of rights, or a grant of options or warrants to subscribe new Shares, at a price which is less than 80% of the market price (calculated as provided in the Instrument) being made by the Company to holders of Shares (in their capacity as such);

- (vi) an issue wholly for cash being made by the Company or any of its subsidiaries of securities convertible into or exchangeable for or carrying rights of subscription for new Shares, if in any case the total Effective Consideration (as defined in the Instrument) per new Share is less than 80% of the market price (calculated as provided in the Instrument), or the conversion, exchange or subscription rights of any such issue are altered so that the said total Effective Consideration is less than 80% of such market price;
 - (vii) an issue of Shares being made wholly for cash at a price less than 80% of the market price (calculated as provided in the Instrument); and
 - (viii) the purchase by the Company of Shares or securities convertible into Shares or any rights to acquire Shares (excluding any such purchase made on the Stock Exchange or any other stock exchange recognised for this purpose by the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong and the Stock Exchange) in circumstances where the Directors consider that it may be appropriate to make an adjustment to the Subscription Price.
- (b) Except as mentioned in sub-paragraph (c) below, no such adjustment as is referred to in subparagraph (a) (ii) to (vii) above shall be made in respect of:
- (i) an issue of fully-paid Shares upon the exercise of any conversion, exchange or subscription rights attaching to securities wholly or partly convertible into Shares or exchangeable for Shares or upon the exercise of any rights (including the Subscription Rights) to acquire Shares;
 - (ii) an issue by the Company of Shares or by the Company or any of its subsidiaries of securities convertible into or exchangeable for or carrying rights to acquire Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business;

- (iii) an issue of fully-paid Shares by way of capitalisation of all or part of the Subscription Right Reserve (as defined in the Instrument) to be established in certain circumstances pursuant to the terms and conditions contained in the Instrument (or other profits or reserves or any similar reserve which has been or may be established pursuant to the terms of any other securities wholly or partly convertible into or exchangeable for or carrying rights to acquire Shares);
 - (iv) an issue of Shares pursuant to a scrip dividend scheme in lieu of a cash dividend where an amount not less than the nominal amount of the Shares so issued is capitalised and the market value (calculated as provided in the Instrument) of such Shares is not more than 120% of the amount of dividend which holders of Shares could elect to or would otherwise receive in cash; or
 - (v) an issue by the Company of Shares or by the Company or any of its subsidiaries of securities convertible into or exchangeable for or carrying rights of subscription for Shares pursuant to a Share Option Scheme (as defined in the Instrument).
- (c) Notwithstanding the provisions referred to in sub-paragraphs (a) and (b) above, in any circumstances where the Directors shall consider that an adjustment to the Subscription Price provided for under the said provisions should not be made or should be calculated on a different basis or that an adjustment to the Subscription Price should be made notwithstanding that no such adjustment is required under the said provisions or that an adjustment should take effect on a different date or with a different time from that provided for under the said provisions, the Company may appoint either an approved merchant bank, an approved financial adviser or the Auditors (as defined in the Instrument) to consider whether for any reason whatever the adjustment to be made (or the absence of adjustment) would not or might not fairly and appropriately reflect the relative interests of the persons affected thereby and, if such approved merchant bank, approved financial adviser or the Auditors (as the case may be) shall consider this to be the case, the adjustment shall be modified or nullified, or an adjustment made instead of no adjustment, in such manner (including, without limitation, making an adjustment calculated on a different basis) and/or such adjustment shall take effect from such other date and/or time as shall be certified by such approved merchant bank, approved financial adviser or the Auditors (as the case may be) to be in its opinion appropriate.

- (d) Any adjustment to the Subscription Price shall be made to the nearest one cent (HK\$0.005 being rounded up). No adjustment shall be made to the Subscription Price in any case in which the amount by which the same would be reduced would be less than one cent and any adjustment which would otherwise then be required shall not be carried forward. In no event shall an adjustment be made (otherwise than upon the consolidation of Shares into shares of a larger nominal amount each or upon a repurchase of Shares) which would increase the Subscription Price.
- (e) Every adjustment to the Subscription Price shall be certified by the Auditors, an approved financial adviser or an approved merchant bank and notice of each such adjustment (giving the relevant particulars) shall be given to the Warrantheolders. In giving any certificate or making any adjustment hereunder, the Auditors, an approved financial adviser or the approved merchant bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on the Company and the Warrantheolders and all persons claiming through or under them respectively. Any such certificates of the Auditors, an approved financial adviser and/or approved merchant bank will be available for inspection by Warrantheolder, at the principal place of business of the Company in Hong Kong, where copies may be obtained.

3. REGISTERED WARRANTS

The Warrants are issued in registered form. The Company shall be entitled to treat the registered holder of any Warrant as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction or as required by law, be bound to recognise any equitable or other claim to or interest in such Warrant on the part of any other person, whether or not it shall have express or other notice thereof.

4. TRANSFER, TRANSMISSION AND REGISTER

The Subscription Rights conferred by the Warrants shall be transferable in integral multiples of HK\$0.10 by instrument of transfer in any usual or common form or such other form as may be approved by the Directors or, where the transferor and/or the transferee is HKSCC Nominees Limited or its successor thereto (or such other company, as may be approved by the Board for this purpose), by an instrument of transfer executed under hand by authorised person(s) or by machine imprinted signature(s). The Company shall maintain a register of Warrantholders in the territory where the Stock Exchange for the time being is situate (or in such other place as the Directors consider appropriate, having regard to applicable rules governing the listing of Warrants). The Instrument contains provisions relating to the transfer, transmission and registration of the Warrants. Transfer of Warrants must be executed by both the transferor and the transferee.

Warrantholders should note that additional costs and expenses may be incurred in connection with any expedited re-registration of the Warrants prior to the transfer or exercise of the Subscription Rights, in particular during the period commencing 10 business days prior to and including the last day of the Subscription Period.

Since the Warrants will be admitted to CCASS, so far as applicable laws or regulations of relevant government authorities, terms of the Instrument and circumstances permit, the Company may determine the last trading day of the Warrants to be a date at least three trading days before the last day of the Subscription Period.

5. CLOSURE OF REGISTER OF WARRANTHOLDERS

The registration of transfers of Warrants may be suspended and the register of Warrantholders may be closed for such period as the Directors may from time to time direct, provided that the same shall not be closed, or registration may not be suspended, for a period, or for periods together, of more than 60 days in any one year. Any transfer, or exercise of the Subscription Rights attached to the Warrants made while the register of Warrantholders is so closed shall, as between the Company and the person claiming under the relevant transfer of Warrants or, as the case may be, as between the Company and the Warrantholder who has so exercised the Subscription Rights attached to his Warrants (but not otherwise), be considered as made immediately after the reopening of the register of Warrantholders.

6. PURCHASE AND CANCELLATION

The Company or any of its subsidiaries may at any time purchase the Warrants:

- (a) in the open market or by tender (available to all Warrantheolders alike) at any price; or
- (b) by private treaty at a price, exclusive of expenses, not exceeding 120% of the closing price of the Warrants on the Stock Exchange on the date immediately prior to the date of purchase thereof,

but not otherwise. All Warrants purchased as aforesaid shall be cancelled forthwith and may not be reissued or re-sold.

7. MEETINGS OF WARRANTHOLDERS AND MODIFICATION OF RIGHTS

- (a) The Instrument contains provisions for convening meetings of Warrantheolders to consider any matter affecting the interests of Warrantheolders, including the modification by Special Resolution (as defined in the Instrument) of the provisions of the Instrument and/or of the terms and conditions endorsed on the Warrant certificates. A Special Resolution duly passed at any such meeting shall be binding on the Warrantheolders, whether present or not.
- (b) All or any of the rights for the time being attached to the Warrants (including any of the provisions of the Instrument) may from time to time (whether or not the Company is being wound up) be altered or abrogated (including, but without prejudice to that generality, by waiving compliance with, or by waiving or authorising any past or proposed breach of, any of the terms and conditions endorsed on the Warrant certificates and/or the Instrument) with the prior sanction of a Special Resolution and may be effected only by deed poll executed by the Company and expressed to be supplemental to the Instrument.
- (c) Where the Warrantheolder is a recognised clearing house (within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)) or its nominee(s), it may authorise such person or persons as it thinks fit to act as its representative (or representatives) or proxy (or proxies) at any Warrantheolders' meeting provided that, if

more than one person is so authorised, the authorisation or proxy form must specify the number and class of warrants in respect of which such person is so authorised. The person so authorised will be entitled to exercise the same power on behalf of the recognised clearing house as that clearing house or its nominee(s) could exercise as if such person were an individual Warrantholder of the Company.

8. QUORUM

The quorum of a meeting of Warrantholders shall be two or more Warrantholders, present in person or by proxy, representing in aggregate not less than 2% in value of the Subscription Rights for the time being outstanding and exercisable (except for the purpose of passing a Special Resolution (as defined in the Instrument)) and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

The quorum of a meeting of Warrantholders for the passing of a Special Resolution shall be two or more persons holding Warrants and/or being proxies and being or representing in the aggregate holders of not less than 5% in value of the Subscription Rights for the time being outstanding and exercisable.

9. REPLACEMENT OF WARRANT CERTIFICATES

If a Warrant certificate is mutilated, defaced, lost or destroyed, it may, at the discretion of the Company, be replaced at the office of the Warrant Registrar for the time being of the Company in Hong Kong (unless the Directors otherwise determine) on payment of such costs as may be incurred in connection therewith and on such terms as to evidence, indemnity and/or security as the Company may require and on payment of such fee not exceeding HK\$2.5 (or such other amount as may from time to time be permitted under the rules prescribed by the Stock Exchange) as the Company may determine. Mutilated or defaced Warrant certificates must be surrendered before replacements will be issued.

In the case of lost Warrant certificates, sections 162 to 169 of the Companies Ordinance (Cap 622 of the Laws of Hong Kong) shall apply as if “Shares” referred therein included Warrants.

10. PROTECTION OF SUBSCRIPTION RIGHTS

The Instrument contains certain undertakings by and restrictions on the Company designed to protect the Subscription Rights.

11. CALL

If at any time the aggregate of the Warrants which have not been exercised carry rights to subscribe less than 20% in value of all Subscription Rights, being HK\$17,113,402, the Company may, on giving not less than 3 months' notice, require Warrantheolders either to exercise their Subscription Rights or to allow them to lapse. On expiry of such notice, all unexercised Warrants will be automatically cancelled without compensation to Warrantheolders.

12. ISSUE OF FURTHER WARRANTS

The Company shall be at liberty to issue further warrants or other securities convertible into, exchangeable for or carrying rights to subscribe for Shares in such manner and on such terms as it sees fit. The Instrument does not confer on the Warrantheolders any rights to participate in any distribution and/or offers of further securities made by the Company.

13. UNDERTAKINGS BY THE COMPANY

The Company has undertaken in the Instrument, inter alia, that:

- (a) all Shares allotted on the exercise of Subscription Rights shall, taking account of any adjustment which may have been made as described in paragraph 2 above, rank *pari passu* in all respects with the fully paid Shares in issue on the relevant Subscription Date and shall accordingly entitle the holders to participate in full in all dividends or other distributions declared, paid or made on the Shares after the relevant Subscription Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the relevant Subscription Date and notice of the amount and record date for which shall have been given to the Stock Exchange prior to the relevant Subscription Date;

- (b) it will send to each Warrantholder (or in the case of joint Warrantholders, to the Warrantholder whose name stands first in the register of Warrantholders in respect of the Warrant held by such joint Warrantholders), at the same time as the same are sent to the holders of Shares, its audited accounts and all other notices, reports and communications despatched by it to the holders of the Shares generally;
- (c) it will pay all Hong Kong stamp duties, registration fees or similar charges (if any) payable in respect of the execution of the Instrument, the creation and initial issue of the Warrants in registered form, the exercise of the Subscription Rights and the issue of Shares upon exercise of the Subscription Rights. If any Warrantholder shall take any action or proceedings in any jurisdiction to enforce the obligations of the Company in respect of the Warrants or the Instrument, and for the purposes of such action or proceedings the Instrument or any Warrant is taken into such jurisdiction and any stamp duties or similar duties or taxes become payable thereon or in respect thereof in connection with or as a result of such action or proceedings, the Company shall not be under any obligation to pay (or reimburse any person making payment of) any such duties or taxes (including, if applicable, any penalties); and
- (d) it will keep available for issue sufficient Ordinary Capital (as defined in the Instrument) to satisfy in full all rights for the time being outstanding of subscription for and conversion into Shares.

14. LISTING

The Company shall use its best endeavours to procure that:

- (a) at all times during the Subscription Period, the Warrants may be dealt in on the Stock Exchange (save that such obligation will lapse in the event that the listing of the Warrants on the Stock Exchange is withdrawn following an offer for all or any of the Warrants); and
- (b) all Shares allotted upon exercise of the Subscription Rights may, upon allotment or as soon as reasonably practicable thereafter, be dealt in on the Stock Exchange (save that such obligation will lapse in the event that the listing of the Shares on the Stock Exchange is withdrawn following an offer for all or any of the Shares where a like offer is extended to holders of the Warrants.)

15. OVERSEAS WARRANTHOLDERS

If a Warrantholder has a registered address in any territory (other than Hong Kong) where, in the opinion of the Directors, the allotment of Shares to such Warrantholder upon exercise of any Subscription Rights would or might, in the absence of compliance with registration or any other special formalities in such territory, be unlawful or impracticable under the laws of such territory, then the Company shall as soon as practicable after exercise by such Warrantholder of any Subscription Rights either:—

- (a) allot the Shares which would otherwise have been allotted to such Warrantholder to one or more third parties selected by the Company; or
- (b) allot such Shares to such Warrantholder and then, on his behalf, sell them to one or more third parties selected by the Company,

in each case for the best consideration then reasonably obtainable by the Company. As soon as reasonably practicable following any such allotment or (as the case may be) allotment and sale, the Company shall pay to the relative Warrantholder an amount equal to the consideration received by the Company therefor.

16. RIGHTS OF WARRANTHOLDERS ON WINDING-UP

The Instrument contains provisions relating to the winding-up of the Company:

- (a) if an effective resolution is passed during the Subscription Period for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders (or some persons designated by them for such purpose by such Special Resolution) shall be a party or in conjunction with which a proposal is made to the Warrantholders, the terms of such scheme of arrangement or (as the case may be) proposal shall be binding on all the Warrantholders; and
- (b) in the event a notice is given by the Company to the Shareholders and at the time to each Warrantholder as undertaken by the Company in the Instrument to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to wind-up the Company voluntarily, every Warrantholder shall be entitled by irrevocable surrender of his/her/its Warrant certificate(s) to the Company with the

Subscription Form(s) duly completed, together with payment of the Exercise Moneys or the relative portion thereof (such Subscription Form(s) and Exercise Moneys to be received by the Company not less than two (2) business days prior to the proposed Shareholders' meeting), to be allotted and issued by the Company, as soon as possible and in any event no later than the day immediately prior to the date of the proposed shareholders' meeting, the Shares to be issued pursuant to the exercise of the relevant Subscription Rights. The Company shall give notice to the Warranholders of the passing of such voluntary winding-up resolution within seven (7) days after the date of the passing thereof.

Subject to the foregoing, if the Company is wound up, all Subscription Rights which have not been exercised at the commencement of the winding up will lapse and each Warrant certificate will cease to be valid for any purpose.

17. NOTICES

The Instrument contains provisions relating to notices to be given to Warranholders.

Every Warranholder shall register with the Company an address either in Hong Kong or elsewhere to which notices to be given to such Warranholder are to be sent.

18. GOVERNING LAW

The Instrument and the Warrants are governed by and construed in accordance with the laws of Hong Kong.

NOTICE OF SPECIAL GENERAL MEETING

MISSION CAPITAL HOLDINGS LIMITED

保興資本控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 1141)

NOTICE IS HEREBY GIVEN that an special general meeting of Mission Capital Holdings Limited (the “**Company**”) will be held at Plaza IV, Lower Lobby, Novotel Century Hong Kong, 238 Jaffe Road, Wanchai, Hong Kong at 9:30 a.m. on Thursday, 8 January 2015 for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. To consider and approve the change of auditors of the Company:

“**THAT** the appointment of Messrs. Deloitte Touche Tohmatsu as the auditor of the Company to fill in the casual vacancy following the resignation of Messrs. HLB Hodgson Impey Cheng Limited with effect from 13 November 2014 and to hold office of auditor of the Company until the conclusion of next annual general meeting of the Company be and is hereby approved, confirmed and ratified and the board of directors of the Company be and is hereby authorised to fix their remuneration.”

2. To consider and approve the proposed Bonus Warrants Issue:

“**THAT** conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Warrants (as defined below) and any new shares of the Company (the “**Shares**”) which may fall to be issued upon the exercise of the subscription rights attaching to the Warrants:

* For identification purpose only

NOTICE OF SPECIAL GENERAL MEETING

- (a) the directors of the Company (the “**Directors**”) be and are hereby authorised to create 855,670,100 warrants (“**Warrants**”), which shall be in registered form, carrying rights to subscribe for new Shares at the initial exercise price of HK\$0.10 per Share (subject to adjustment) (“**Warrant Shares**”) and shall be exercisable at any time from the date of the issue of the Warrants up to the date immediately preceding the first anniversary of the date of first issue of the Warrants (both dates inclusive) on the terms and conditions set out in the warrant instrument (the “**Warrant Instrument**”) (a copy of a draft of which marked “A” is produced to this meeting and signed for the purpose of identification by the Chairman of this meeting), and to issue the Warrants by way of bonus issue, to and among the persons who are registered as Shareholders of the Company as at the close of business on the date to be determined by the directors as the record date for the determination of entitlements to the bonus issue of the Warrants (the “**Record Date**”) in the proportion of one (1) Warrant for every five (5) Shares then held on the Record Date entitling the Warrantholders to subscribe for the Warrant Shares, provided that:
- (i) in the case of persons having registered addresses outside Hong Kong and the directors of the Company are of the view that their exclusion from the issue of Warrants is necessary or expedient on account either of the legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place, the relevant Warrants shall not be issued to such persons but shall be aggregated and sold in the market and the net proceeds of sale, after deduction of expenses, distributed pro rata to such persons unless such amount falling to be distributed to any such person is less than \$100 in which case such amount will be retained for the benefit of the Company; and
- (ii) fractional entitlements to the Warrants will not be issued, but will be aggregated and sold for the benefit of the Company. The net proceeds of the sale will be retained for the benefit of the Company. The Directors of the Company shall do all such acts and things as they consider necessary or expedient to give effect to the foregoing arrangements;

NOTICE OF SPECIAL GENERAL MEETING

- (b) the Directors be and are hereby granted a specific mandate to exercise the powers of the Company to allot and issue the Warrant Shares upon exercise of the subscription rights attaching to the Warrants or any of them, such Warrant Shares shall rank pari passu in all respects with the then existing issued Shares;
- (c) the execution, delivery and performance of the said Warrant Instrument, certificates for the Warrants and all other documents, deeds and instruments under hand or, where necessary, under seal of the Company in accordance with the bye-laws of the Company as the Directors consider necessary or expedient to give effect to the Warrant Instrument and other transactions contemplated in this resolution, be are hereby approved, ratified and confirmed; and
- (d) any Director be and is hereby authorised to sign and execute all such documents, deeds and instruments and to do all such acts and things as the Directors consider necessary or expedient to give effect to the transactions contemplated under this resolution or the Warrant Instrument or in connection thereto.”

By order of the Board
Mission Capital Holdings Limited
Suen Yick Lun Philip
Chief Executive Officer

Hong Kong, 19 December 2014

Notes:

- (1) Any member of the Company entitled to attend and vote at a meeting of the Company is entitled to appoint another person as his/her proxy to attend and vote instead of him/her. A member of the Company who is the holder of two or more shares may appoint more than one proxy to represent him/her and vote on his/her behalf at a general meeting of the Company or at a class meeting. A proxy need not be a member of the Company. In addition, a proxy or proxies representing either a member of the Company who is an individual or a member of the Company which is a corporation is entitled to exercise the same powers on behalf of the member of the Company which he/she or they represent as such member of the Company could exercise.
- (2) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the fact.

NOTICE OF SPECIAL GENERAL MEETING

- (3) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding special general meeting or adjourned meeting thereof at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- (4) Delivery of an instrument appointing a proxy shall not preclude a member of the Company from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.
- (5) Where there are joint holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

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

A copy of this announcement has been delivered to the Registrar of Companies in Hong Kong for registration pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of this announcement.

MISSION CAPITAL HOLDINGS LIMITED

保興資本控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 1141)

MATERIAL INFORMATION IN RELATION TO PROPOSED BONUS WARRANT ISSUE

The Company would like to inform the shareholders on certain material information in relation to the proposed Bonus Warrant Issue. On 18 December 2014, the Company announced its open offer (the “**Open Offer**”), whereby 2,139,175,251 Shares (the “**Offer Shares**”) would be offered to the Qualifying Shareholders on the basis of one (1) Offer Share for every two (2) existing Shares held on the Record Date i.e. 22 January 2015. Shares will be dealt with in an ex-entitlement basis from 16 January 2015 (assuming no change in share capital of the Company on or before the Record Date). The latest time for acceptance of and payment for the Offer Shares is 4:30 p.m. on 19 January 2015.

The Company would like to inform the Shareholders that since the issuing of the Warrants is after the Record Date of the Open Offer, the warrant holder pursuant to the proposed Bonus Warrant Issue will not be entitled to participate in the Open Offer.

Reference is made to the announcements of Mission Capital Holdings Limited (the “**Company**”) dated 1 December 2014 and 17 December 2014 in relation to proposed Bonus Warrant Issue (the “**Announcements**”). Unless otherwise stated, terms used in this announcement shall have the same meanings as those defined in the Announcements.

INTRODUCTION

On 17 December 2014, the Company entered into an underwriting agreement with the Underwriter in respect of a proposed rights issue of the Company. On 18 December 2014, the Company and the Underwriter entered into a termination deed pursuant to which the aforesaid underwriting agreement dated 17 December 2014 was terminated by the parties.

PROPOSED OPEN OFFER

On 18 December 2014 (after trading hours), the Company entered into the Underwriting Agreement with the Underwriter in respect of the Open Offer and further details of the Open Offer are set out below:

Issue statistics

Basis of the Open Offer	: One Offer Share for every two existing Shares held by the Qualifying Shareholders on the Record Date
Number of Shares in issue as at the date of this announcement	: 4,278,350,502 Shares
Number of Offer Shares	: 2,139,175,251 Offer Shares (assuming no change in share capital of the Company on or before the Record Date)
Subscription Price	: HK\$0.10 per Offer Share
Enlarged issued share capital of the Company upon completion of the Open Offer (assuming no change in the share capital of the Company on or before the Record Date)	: 6,417,525,753 Shares
Funds raised before expenses	: approximately HK\$213.92 million

Underwriter : HEC Securities Limited, a corporation licensed to conduct type 1 and type 6 regulated activities and an Independent Third Party. A fellow subsidiary of HEC Securities Limited holds 393,065,957 Shares representing approximately 9.19% of the issued share capital of the Company as at the date of this announcement

As at the date of this announcement, Suen Cho Hung, Paul, the substantial Shareholder of the Company, is interested in 1,269,625,000 Shares, representing approximately 29.68% of the issued share capital of the Company. Pursuant to the Irrevocable Undertaking, Suen Cho Hung, Paul and Global Wealthy, a company indirectly owned by Suen Cho Hung, Paul, have unconditionally and irrevocably undertaken to take up all of their pro rata entitlements under the Open Offer.

The Underwritten Offer Shares, to the extent not subscribed by Qualifying Shareholders and other than those Offer Shares undertaken to be subscribed by Suen Cho Hung, Paul and Global Wealthy, will be fully underwritten by the Underwriter subject to the conditions set out in the Underwriting Agreement. If the Underwriter terminates the Underwriting Agreement or the conditions of the Open Offer set out below under the paragraph headed “Conditions of the Open Offer” are not satisfied, the Open Offer will not proceed.

Subscription Price

The Subscription Price of HK\$0.10 per Offer Share will be payable in full upon application by a Qualifying Shareholder.

The Subscription Price represents:

- (i) a discount of approximately 11.5% to the closing price of HK\$0.113 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 22.48% to the average closing price of approximately HK\$0.129 per Share for the five consecutive trading days ended on the Last Trading Day; and
- (iii) a discount of approximately 8% to the theoretical ex-rights price of approximately HK\$0.1087 per Share based on the closing price of HK\$0.113 per Share as quoted on the Stock Exchange on the Last Trading Day.

Assuming no change in the share capital of the Company on or before the Record Date, the Offer Shares proposed to be allotted pursuant to the terms of the Open Offer represents 50% of the existing issued share capital of the Company and will represent approximately 33.3% of the issued share capital of the Company as enlarged by the Open Offer. Based on the Subscription Price of HK\$0.10 per Offer Share and assuming no change in the shareholding structure of the Company from the date of this announcement to immediately after completion of the Open Offer, the gross proceeds to be raised by the Company from the Open Offer will amount to approximately HK\$213.92 million (before expenses).

The Subscription Price was determined after arm's length negotiations between the Company and the Underwriter with reference to the market price of the Shares under the prevailing market conditions. The Directors consider that the discount would encourage the Shareholders to participate in the Open Offer and accordingly maintain their shareholdings in the Company and participate in the potential growth of the Group. The Directors consider the terms of the Open Offer, including the Subscription Price, to be fair and reasonable and in the best interest of the Company and the Shareholders as a whole.

Qualifying Shareholders

The Open Offer is only available to the Qualifying Shareholders. To qualify for the Open Offer, a Shareholder must be registered as a member of the Company at the close of business on the Record Date and not be an Excluded Shareholder. In order to be registered as members of the Company on the Record Date, all transfers of the Shares must be lodged (together with the relevant share certificate(s)) with the Registrar by 4:30 p.m. (Hong Kong time) on Monday, 19 January 2015.

Excluded Shareholders

The Prospectus will not be registered or filed under the securities legislation of any jurisdiction other than Hong Kong.

The Directors will make enquiries pursuant to Rule 13.36(2) of the Listing Rules. If, after making such enquiries, the Directors are of the opinion that it would be necessary or expedient on account either of the legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place to exclude such Overseas Shareholders from the Open Offer, no Offer Shares will be offered to such Overseas shareholders. In such circumstances, the Open Offer will not be extended to the Excluded Shareholders. The Company will send the Prospectus (without the Application Form) to the Excluded Shareholders for their information only.

Fractions of Offer Shares

The Company will not issue fractional entitlements to the Offer Shares. All fractions of Offer Shares will be aggregated and rounded down to the nearest whole number and will be sold in the market. If a premium (net of expenses) can be achieved, and the Company will retain the proceeds from such sale(s) for its benefit.

No application for excess Offer Shares

No Qualifying Shareholder is entitled to apply for any Offer Shares which are in excess to his/her/its entitlement. Any Offer Shares not taken up by the Qualifying Shareholders, and the Offer Shares to which the Non-Qualifying Shareholders would otherwise have been entitled under the Open Offer, will not be available for subscription by other Qualifying Shareholders by way of excess application and will be taken up by the Underwriter.

The Directors hold the view that the Open Offer allows the Qualifying Shareholders to maintain their respective pro rata shareholding in the Company and to participate in the future growth and development of the Group. After arm's length negotiations with the Underwriter, and taking into account that the related administration costs would be lowered in the absence of excess applications, the Directors consider that it is fair and reasonable and in the interests of the Company and the Shareholders as a whole not to offer any excess application to the Qualifying Shareholders.

Pursuant to the Underwriting Agreement, the Underwriter has conditionally agreed to subscribe or procure subscription for the Underwritten Offer Shares.

Status of the Offer Shares

When allotted, issued and fully paid, the Offer Shares will rank *pari passu* in all respects with the existing Shares. Holders of such Offer Shares will be entitled to receive all dividends and distributions which are declared, made or paid after the date of allotment and issue of the Offer Shares.

Application for Listing of the Offer Shares

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Offer Shares on the Stock Exchange.

No part of the share capital of the Company is listed or deal in or on which listing or permission to deal in is being or is proposed to be sought on any stock exchange other than the Stock Exchange.

OFFER SHARES WILL BE ELIGIBLE FOR ADMISSION INTO CCASS

Subject to the granting of the listing of, and permission to deal in, the Offer Shares on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Offer Shares will be accepted as eligible securities by HKSCC as deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Offer Shares on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operation Procedures in effect from time to time. Shareholders should seek advice from their stockbroker or other professional advisors for details of those settlement arrangements and how such arrangements will affect their rights and interests.

Stamp Duty and other fees and charges

Dealings in the Offer Shares which are registered in the Registrar will be subject to the payment of stamp duty, Stock Exchange trading fee, the Securities and Futures Commission transaction levy and other applicable fees and charges in Hong Kong.

Share Certificates and Refund Cheques for the Open Offer

Subject to the fulfillment of the conditions of the Open Offer, share certificates for all Offer Shares are expected to be posted to the Qualifying Shareholders who have accepted and applied for and paid for the Offer Shares on or before 16 February 2015 by ordinary post at their own risk. If the Open Offer is terminated, refund cheques are expected to be posted on or before 16 February 2015 by ordinary post to the applicants at their own risk.

THE UNDERWRITING AGREEMENT

Date	:	18 December 2014 (after trading hours)
Issuer	:	the Company
Underwriter	:	HEC Securities Limited
Total Number of Offer Shares underwritten by the Underwriter	:	Subject to the Underwriting Agreement, the Underwriter has conditionally agreed to underwrite the balance of the Offer Shares not subscribed by the Qualifying Shareholders on fully underwritten basis, being an aggregate of not more than 1,504,362,751 Offer Shares (having taken into account the Irrevocable Undertaking and assuming no new Shares being issued and there being no buy-back of Shares by the Company on or before the Record Date)
Commission	:	2.5%

Pursuant to the Underwriting Agreement, the Underwriter has agreed to subscribe or procure subscribers to subscribe for all Underwritten Offer Shares which are not subscribed for, subject to terms and conditions set out in the Underwriting Agreement in particular the fulfilment of the conditions contained therein. The Company has undertaken that it will not issue or agree to issue new Shares or other convertible securities between the date of the Underwriting Agreement and Record Date.

The Board considers the terms of the Underwriting Agreement including the commission rate were determined after arm's length negotiations between the Company and the Underwriter and are fair and reasonable so far as the Company and the Shareholders are concerned.

Number of Offer Shares undertaken to : 634,812,500 Offer Shares (assuming no new Shares be taken up by Suen Cho Hung, Paul and Global Wealthy in their capacity as the Company's shareholders pursuant to the Irrevocable Undertaking : being issued and there being no buy-back of Shares by the Company on or before the Record Date)

Save as Mr. Suen Cho Hung, Paul and Global Wealthy, as at the date of this announcement, the Board had not received any information or irrevocable undertaking from its substantial Shareholder of its intention to take up its assured entitlements under the Open Offer.

Conditions of the Open Offer

The Open Offer is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. The obligations of the Underwriter under the Underwriting Agreement are conditional on: –

- (i) the delivery to the Stock Exchange and registration by the Registrar of Companies in Hong Kong respectively on or prior to the Posting Date of one copy of each of the Open Offer Documents each duly certified in compliance with section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (and all other documents required to be attached thereto) and the Listing Rules;
- (ii) the posting on the Posting Date of copies of the Open Offer Documents to the Qualifying Shareholders;

- (iii) compliance by the Company with all its obligations under the Underwriting Agreement in respect of the making of the Open Offer and offer of the Offer Shares pursuant to the terms specified in the Underwriting Agreement;
- (iv) the Listing Committee of the Stock Exchange granting listing of, and permission to deal in, the Offer Shares either unconditionally or subject to such conditions which the Company accepts and the satisfaction of such conditions (if any and where relevant) by no later than the Posting Date and the Listing Committee of the Stock Exchange not having withdrawn or revoked such listings and permission on or before 4:00 p.m. on the Settlement Date;
- (v) the Shares remaining listed on the Stock Exchange at all times prior to the Settlement Date and the current listing of the Shares not having been withdrawn or the trading of the Shares not having been suspended for a consecutive period of more than 10 trading days (other than any suspension pending clearance of this announcement);
- (vi) no indication being received before 4:00 p.m. on the Settlement Date from the Stock Exchange to the effect that such listing may be withdrawn or objected to (or conditions will or may be attached thereto) including but not limited to as a result of the Open Offer or in connection with the terms of the Underwriting Agreement or for any other reason; and
- (vii) the obligations of the Underwriter under the Underwriting Agreement not being terminated by the Underwriter in accordance with the terms thereof.

None of the conditions is capable of being waived. In the event that conditions have not been satisfied on or before the Posting Date (or the relevant dates set out therein) or in the event that the conditions (iv) and (vi) have not been satisfied on or before 4:00 p.m. on the Settlement Date (or such later date as the Underwriter and the Company may agree), all liabilities of the parties thereto shall cease and determine and none of the parties shall have any claim against the other (save in respect of any antecedent breaches and claims).

Termination of the Underwriting Agreement

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs: –

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or

- (ii) 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 hereof) of a political, military, financial, economic or currency (including any disruption to trading generally or trading in any securities of the Company on any stock exchange, or a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict; or
- (iii) any act of God, fire, flood, explosion, epidemic, earthquake, nuclear or natural disaster, war, act of terrorism, riot, public disorder, civil commotion, strike or lock-out; or
- (iv) any suspension or a material limitation in trading in securities generally on the Stock Exchange, or a general moratorium on commercial banking activities in Hong Kong declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong;

and in the absolute opinion of the Underwriter, such change could have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Open Offer or make it inadvisable or inexpedient to proceed with the Open Offer.

If, at or prior to 4:00 p.m. on the Settlement Date:

- (i) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission could have a material and adverse effect on its business, financial or trading position; or
- (ii) the Underwriter shall receive notification, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue, inaccurate or misleading, or would be untrue, inaccurate or misleading if repeated as provided in the Underwriting Agreement and the Underwriter shall, in its absolute opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Open Offer;

the Underwriter shall be entitled (but not bound) by notice in writing to the Company prior to the Settlement Date to terminate the Underwriting Agreement and the obligations of all parties under the Underwriting Agreement shall terminate forthwith.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and none of the parties thereto shall have any claim against the other parties in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (save in respect of any antecedent breaches and claims). If the Underwriter exercises such right, the Open Offer will not proceed.

WARNING OF THE RISKS OF DEALING IN SHARES

The Open Offer is subject to, among other things, the fulfilment of the conditions set out in the paragraph headed “Conditions of the Open Offer” above. In particular, it is subject to the Underwriting Agreement not being terminated in accordance with its terms. Accordingly, the Open Offer may or may not proceed and the Shareholders and the public are reminded to exercise caution when dealing in the Shares.

Any dealing in the Shares from the date of this announcement up to the date on which all the conditions of the Open Offer are fulfilled will accordingly bear the risk that the Open Offer may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares is recommended to consult their own professional advisers.

Qualifying Shareholders under the Open Offer are not entitled to participate in the Bonus Warrant Issue. The Bonus Warrant holders are not entitled to the Offer Shares under the Open Offer.

CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from 20 January 2015 to 22 January 2015, both days inclusive, for the purpose of establishing entitlements to the Open Offer. No transfer of Shares will be registered during this period.

EXPECTED TIMETABLE OF THE OPEN OFFER AND THE BONUS WARRANT ISSUE

The expected timetable for the Open Offer is set out below:

Open Offer	Bonus Warrant Issue	Date
Event		2014
Publication of the announcement about the Open Offer		Thursday, 18 December
	Expected date of dispatch of the circular, notice of the SGM and proxy form of the SGM	Friday, 19 December

Event**2015**

Latest time for return of proxy form of the SGM	9:30 a.m. (not less than 48 hours prior to time of the SGM) Tuesday, 6 January
SGM/Publication of an announcement regarding the poll results of the SGM	9:30 a.m. on Thursday, 8 January
Last day of dealings in Shares cum-entitlements to the Bonus Warrant Issue	Friday, 9 January
Ex-date (the first day of dealings in Shares ex-entitlements to the Bonus Warrant Issue)	Monday, 12 January
Latest time for lodging forms of transfer of Shares to ensure entitlement to the Bonus Warrant Issue	4:30 p.m. Tuesday, 13 January
Closure of register of members of the Company	Wednesday, 14 January to Friday, 16 January (both days inclusive)
Last day of dealings in the Shares on a cum-entitlement basis to the Open Offer	Thursday, 15 January
Ex-date (the first day of dealings in the Shares on an ex-entitlement basis to the Open Offer)	Friday, 16 January
Record Date	Friday, 16 January
Register of members of the Company re-opens	Monday, 19 January

2015

Latest time for lodging transfers of Shares to qualify for the Open Offer	4:30 p.m. on Monday, 19 January
Book close period to determine the entitlements to the Open Offer (both dates inclusive)	Tuesday, 20 January to Thursday, 22 January
Record Date	Thursday, 22 January
Register of members of the Company re-opens	Friday, 23 January
Despatch of the Open Offer Documents by	Monday, 26 January
Despatch of the Warrant certificates by	Tuesday, 27 January
Commencement of dealings in the Warrants	9:00 a.m. on Wednesday, 28 January
Latest time for acceptance and payment for the Open Offer Shares	4:30 p.m. on Monday, 9 February
Latest time for the Open Offer to become unconditional	4:00 p.m. on Wednesday, 11 February
Announcement of the results of the Open Offer to be published	Friday, 13 February
Despatch of certificates for the Open Offer Shares and refund cheques	Monday, 16 February
Expected first day of dealings in the Open Offer Shares on the Stock Exchange	9:00 a.m. on Tuesday, 17 February

All times specified in this announcement refer to Hong Kong times. Dates stated in this announcement for events mentioned in the timetable are indicative only and may be extended or varied. The Company will make further announcement as and when appropriate if there is any change to the above timetable.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR OFFER SHARES

The latest time for acceptance of and payment for the Offer Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning:

- (a) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Monday, 9 February 2015. Instead the latest time for acceptance of and payment for the Offer Shares will be extended to 5:00 p.m. on the same Business Day; or
- (b) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Monday, 9 February 2015. Instead the latest time of acceptance of and payment for the Offer Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance of and payment for the Offer Shares does not take place on Monday, 9 February 2015, the dates mentioned in the section headed “Expected Timetable” above may be affected. The Company will notify the Shareholders by way of announcements on any change to the expected timetable as soon as practicable.

SHAREHOLDING STRUCTURE OF THE COMPANY

Set out below is the shareholding structure of the Company assuming that there is no other change in the shareholding structure of the Company from the date of this announcement to immediately after completion of the Open Offer.

Shareholders	As at the date of this announcement		Immediately after completion of the Open Offer assuming all the Qualifying Shareholders take up their respective allotment of Offer Shares in full		Immediately after completion of the Open Offer assuming no Qualifying Shareholders (save for Suen Cho Hung, Paul and Global Wealthy Limited), takes up any of the Offer Shares and the Underwriter takes up the Offer Shares to the maximum extent		Immediately after completion of Open Offer assuming all Qualifying Shareholders (save for Suen Cho Hung, Paul and Global Wealthy Limited) take up their respective allotment of Offer Shares in full with Bonus Warrants fully exercised		Immediately after completion of Open Offer assuming no Qualifying Shareholders (save for Suen Cho Hung, Paul and Global Wealthy Limited), takes up any of the Offer Shares and the Underwriter takes up the Offer Shares to the maximum extent and Bonus Warrants fully exercised	
	Number of Approximate Shares	%	Number of Approximate Shares	%	Number of Approximate Shares	%	Number of Approximate Shares	%	Number of Approximate Shares	%
Suen Cho Hung, Paul <i>(Note)</i>	1,269,625,000	29.68	1,904,437,500	29.68	1,904,437,500	29.68	1,904,437,500	26.18	1,904,437,500	26.18
HEC Capital Limited	393,065,957	9.19	589,598,936	9.19	393,065,957	6.12	589,598,936	8.11	393,065,957	5.4
Underwriter	-	-	-	-	1,504,362,751	23.44	-	-	1,504,362,751	20.68
Bonus Warrants holders	-	-	-	-	-	-	855,670,100	11.76	855,670,100	11.76
Other Shareholders	2,615,659,545	61.13	3,923,489,317	61.13	2,615,659,545	40.76	3,923,489,317	53.94	2,615,659,545	35.96
Total	4,278,350,502	100	6,417,525,753	100	6,417,525,753	100	7,273,195,853	100	7,273,195,853	100

Note: 8,750,000 Shares are held by Mr. Suen Cho Hung, Paul (“Mr. Suen”) personally. 1,260,875,000 Shares are held by Global Wealthy, which is a wholly-owned subsidiary of Excelsior Kingdom Limited which in turn is wholly owned by Mr. Suen.

Pursuant to the Underwriting Agreement, the Underwriter shall use its best endeavours to ensure that each of the subscribers or sub-underwriter(s) of the Underwritten Offer Shares procured by it (i) shall be an Independent Third Party and not acting in concert (within the meaning of the Takeovers Code) with the Company, the directors, or substantial shareholders of the Company or its subsidiaries or any of their respective associates; and (ii) the Underwriter shall and shall cause the sub-underwriters to procure the subscribers to take up such number of Offer Shares as necessary to ensure that the public float requirements under Rule 8.08 of the Listing Rules are complied with immediately after the Open Offer.

The Underwriter has undertaken that it will not and will procure the ultimate subscribers or purchasers procured by it or the sub-underwriters will not (together with parties acting in concert with them) hold in aggregate 30% or more of the voting rights of the Company immediately after the Open Offer.

REASONS FOR THE OPEN OFFER AND USE OF PROCEEDS

The Directors consider that it would be in the best interest of the Company and the Shareholders as a whole to raise long-term equity capital through a open offer. The Open Offer will also offer existing Shareholders the opportunity to participate in the future development of the Company on equal terms.

The net proceeds from the Open Offer are estimated to be approximately HK\$209.66 million (i.e. HK\$0.10 per Offer Share). In the event that the Open Offer becomes unconditional, the Company intends to utilise the net proceeds of the Open Offer as to (i) approximately 20% for the development of its money lending business; (ii) approximately 40% for commodity trading business; and (iii) the remaining balance for general working capital.

FUND RAISING EXERCISES OF THE COMPANY

The Company has not conducted any fund raising activities by issue of equity securities in the past twelve months immediately before the date of this announcement.

GENERAL

As the proposed Open Offer will not increase the issued share capital or the market capitalisation of the Company by more than 50%, the Open Offer is not subject to the approval of the Shareholders. The Open Offer Documents setting out details of the Open Offer will be dispatched to the Qualifying Shareholders as soon as practicable and the Prospectus (without the Application Form) will be despatched to the Excluded Shareholders for information only.

RESUMPTION OF TRADING IN SHARES

At the request of the Company, trading in Shares on the Stock Exchange was halted from 9:00 a.m. on 18 December 2014 pending the release of this announcement. Application has been made by the Company to the Stock Exchange for resumption of trading in Shares on the Stock Exchange with effect from 9:00 a.m. on 19 December 2014.

DEFINITIONS

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

“Acceptance Date”	9 February 2015 (or such other time or date as the Underwriter may agree in writing with the Company as the latest date for acceptance of, and payment for, the Offer Shares)
“Application Form(s)”	the application form(s) for use by the Qualifying Shareholders to apply for the Offer Shares in respect of the Open Offer

“Board”	the board of Directors
“Bonus Warrant(s)”	warrant(s) proposed to be issued by the Company to subscribe for new Shares at an initial subscription price of HK\$0.1 per new Share, subject to adjustment
“Bonus Warrant Issue”	the proposed bonus issue of Bonus Warrants by the Company to the Shareholders on the basis of one Bonus Warrant for every five (5) Shares held on the record date, details of which are included in the announcement of the Company dated 1 December 2014
“Business Day”	any day (other than Saturday and Sunday) on which the Stock Exchange is open for business of dealings in securities
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Company”	Mission Capital Holdings Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the main board of the Stock Exchange
“connected person”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	director(s) of the Company
“Excluded Shareholders”	those Overseas Shareholders whom the Directors, after making enquiries regarding the legal restrictions under the laws of the relevant places and the requirements of the relevant regulatory bodies or stock exchanges, consider it necessary or expedient to exclude them from the Open Offer
“Global Wealthy”	Global Wealthy Limited, a company incorporated in the British Virgin Islands, which is a wholly owned subsidiary of Excelsior Kingdom Limited which in turn is wholly owned by Mr. Suen Cho Hung, Paul
“Group”	the Company and its subsidiaries
“HKSCC”	Hong Kong Securities Clearing Company Limited
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Irrevocable Undertaking”	the irrevocable undertaking dated 18 December 2014 under which Suen Cho Hung, Paul and Global Wealthy have irrevocably undertaken to the Company to accept and pay for in full their entitlements under the Open Offer
“Independent Third Party”	third party independent of the Company and its connected person
“Last Trading Day”	17 December 2014
“Listing Committee”	the listing sub-committee of the board of directors of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Overseas Shareholder(s)”	Shareholder(s) whose name(s) appear(s) on the register of members of the Company at the close of business on the Record Date and whose address(es) as shown on such register is (are) outside Hong Kong
“Posting Date”	26 January 2015 or such other date as the Underwriter may agree in writing with the Company as the date of despatch of the Open Offer Documents
“Prospectus”	the prospectus to be despatched to Shareholders containing details of the Open Offer
“Qualifying Shareholders”	Shareholders, other than the Excluded Shareholders, whose name(s) appear(s) on the register of members of the Company as at the Record Date
“Record Date”	22 January 2015 (or such other date as the Underwriter may agree in writing with the Company), being the date by reference to which entitlements to the Open Offer are to be determined
“Registrar”	the branch share registrar of the Company in Hong Kong, being Tricor Tengis Ltd. of Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong
“Open Offer”	the proposed issue by way of rights on the basis of two Offer Shares for every one Share in issue and held on the Record Date at the Subscription Price on the terms and subject to the conditions set out in the Underwriting Agreement and the Open Offer Documents

“Open Offer Documents”	the Prospectus and the Application Form
“Offer Shares”	2,139,175,251 Share(s) to be issued and allotted under the Open Offer
“SGM”	the special general meeting of the Company to be convened for the Shareholders to consider and, if thought fit, approve the Bonus Warrant Issue
“Settlement Date”	11 February 2015, being the second Business Day following the Acceptance Date (or such other time or date as the Underwriter and the Company may agree in writing) as the day for settlement of the Open Offer
“Share(s)”	ordinary share(s) in the share capital of the Company
“Shareholder(s)”	holder(s) of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	HK\$0.10 per Offer Share
“Underwriting Agreement”	the underwriting agreement dated 18 December 2014 entered into between the Company and the Underwriter in relation to the underwriting arrangement in respect of the Open Offer
“Underwritten Offer Shares”	1,504,362,751 Offer Shares which are fully underwritten by the Underwriter on the terms and subject to the conditions set out in the Underwriting Agreement
“%”	per cent.

By Order of the Board
Mission Capital Holdings Limited
Suen Yick Lun Philip
Chief Executive Officer

Hong Kong, 19 December 2014

As at the date of this announcement, the Board comprises the following Directors:

Executive Directors

Mr. Suen Cho Hung, Paul (*Chairman*)
Mr. Suen Yick Lun Philip (*Chief Executive Officer*)
Mr. Lau King Hang

Independent Non-executive Directors

Dr. Leung Shiu Ki Albert
Ms. Chen Wei
Mr. Wong Yat Fai
Mr. Man Wai Chuen
Mr. Wong Kwok Tai
Mr. Weng Yixiang
Mr. Huang Zhencheng

* *For identification purpose only*