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SINO HAIJING HOLDINGS LIMITED

中國海景控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 01106)

PLACING OF BONDS

Placing Agent

Chung Sun Securities Limited

PLACING OF BONDS

This announcement is made pursuant to the requirements of Rule 13.09(2)(a) of the Listing Rules and the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

On 5 June 2017, the Company and the Placing Agent entered into the Placing Agreement pursuant to which the Placing Agent has agreed to procure, on a best effort basis, Places to subscribe for the Bonds in an aggregate principal amount of up to HK\$10,000,000.

The Bonds will be placed in denomination of HK\$1,000,000 each in the minimum (or for any amount over HK\$1,000,000, in integral multiples of HK\$1,000,000 each).

Placing Completion is subject to, among others, the Placing Agent's rights of termination of the Placing under the Placing Agreement. Accordingly, the Placing may or may not proceed.

Shareholders and potential investors should exercise caution when dealing in the securities of the Company.

This announcement is made pursuant to the requirements of Rule 13.09(2)(a) of the Listing Rules and the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

THE PLACING AGREEMENT

On 5 June 2017, the Company and the Placing Agent entered into the Placing Agreement, pursuant to which the Placing Agent has agreed to, procure, on a best effort basis, Placees to subscribe for the Bonds. Salient terms of the Placing Agreement are summarized below:

Date : 5 June 2017

Issuer : The Company

Placing Agent : The Placing Agent

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, as at the date of this announcement, each of the Placing Agent and its ultimate beneficial owners is an Independent Third Party.

Placees : The Bonds will be placed to the Placees who are not connected persons of the Company.

Aggregate Principal Amount : HK\$10,000,000

Placing Price : 100% of the principal amount of the Bonds

Placing Period : A period of three (3) months from the date of the Placing Agreement or such other period as may be agreed between the Company and the Placing Agent in writing.

Placing Commission : The Company shall pay to the Placing Agent in respect of the Placing a placing commission at 1% of the Issue Price multiplied by such principal amount of the Bonds actually placed by the Placing Agent in accordance with the Placing Agreement.

The placing commission was determined after arm's length negotiation between the Company and the Placing Agent by reference to the market conditions, the size and and the time allowed for the Placing Agent to procure Placees for the Placing. The Directors are of the view that the placing commission payable for the Placing is fair and reasonable.

- Placing Completion : Placing Completion is subject to the termination rights of the Placing Agent under the Placing Agreement, and the issue of a completion notice by the Placing Agent to the Company on or before 4:00 p.m. on the Placing Completion Date which:
- (i) shall require the issue of the Bonds of an aggregate principal amount of not less than HK\$1,000,000 or integral multiples thereof;
 - (ii) shall not, when aggregated with the principal amount of Bonds then issued or required to be issued under other Completion Notices, exceed HK\$10,000,000; and
 - (iii) state the names, addresses and occupation of the registered holder(s) of the relevant Bonds.

Conditions precedent to the Placing Agreement

The obligations of the Placing Agent under the Placing Agreement in respect of the Placing are conditional upon the following conditions being fulfilled within two Business Days from the date of the Placing Agreement (or such later time and date as the Placing Agent and the Company shall agree in writing):

- (a) all necessary consents and approvals for the Placing having been obtained by the Company and the Placing Agent; and
- (b) there being no event of default as defined in the instrument constituting the Bonds having occurred or occurring.

If any of the conditions above are not fulfilled within two Business Days from the date of the Placing Agreement or such later time or date as may be agreed between the Placing Agent and the Company in writing, the Placing Agent may, at any time thereafter, terminate its obligations under the Placing Agreement by notice in writing to the Company, whereupon the obligations of the Placing Agent under the Placing Agreement shall forthwith cease and terminate and neither the Company nor the Placing Agent shall have any claim against any of the others, save for any antecedent breach thereof.

Termination Rights of the Placing Agent

The Placing Agent may, by notice to the Company given at any time prior to the expiry of the Placing Period, terminate the Placing Agreement in the absolute opinion of the Placing Agent, the success of the Placing contemplated thereunder would be materially and adversely affected by:

- (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Placing; or
- (ii) the occurrence of any local, national or international event or change of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and makes it inexpedient or inadvisable to proceed with the Placing; or
- (iii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of the Placing Agent is likely to materially or adversely affect the success of the Placing or otherwise makes it inexpedient or inadvisable to proceed with the Placing; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (v) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 15 consecutive Business Days; or
- (vi) any material breach of any of the warranties given by the Company in the Placing Agreement comes to the knowledge of the Placing Agent.

In the event that the Placing Agent terminates the Placing Agreement due to the occurrence of any of the aforesaid event, all obligations of the Company and the Placing Agent shall cease to have effect and none of the parties to the Placing Agreement shall have any rights or claims (other than those already accrued prior to such termination).

PRINCIPAL TERMS OF THE BONDS

Salient terms of the Bonds are summarized below:

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| Aggregate Principal Amount | : | Up to HK\$10,000,000 |
| Denomination | : | In denomination of HK\$1,000,000 and integral multiples of HK\$1,000,000 in nominal amount. |
| Interest | : | 6% per annum, accrued daily on a 365-day year basis and payable once per annum (on 31 December of each year) in arrears, up to the maturity date of the relevant Bonds. |
| Maturity date | : | The seventh anniversary of the date(s) of issue of the relevant Bonds. |
| Early redemption | : | Subject to the consent from the other party, either the Bondholder or the Company may at any time before the Maturity Date and from time to time by serving at least ten (10) Business Days' prior written notice on the other party with the total amount proposed to be redeemed from the Bondholder specified therein, redeem the Bonds (in whole or in part) at not less than 100% of the total amount of such Bonds together with payment of interest accrued up to the date of such early redemption. |
| Event of Default | : | If any of the events of default as described in the terms and conditions of the Bonds occurs, a Bondholder may give notice in writing to the Company that the principal amount of the Bonds then outstanding has, on the giving of such notice, become immediately due and payable, whereupon the outstanding principal amount of the Bonds shall then become immediately due and payable. |
| Status of Bonds | : | The Bonds will constitute direct, unconditional, unsubordinated and unsecured contractual obligations of the Company which will rank pari passu and without any preference among themselves and at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Company. |

Transferability : The Bonds may be transferred in the amount of HK\$1,000,000 or integral multiples thereof (or such lesser amount as may represent the entire principal comment thereof) to any person.

Except with the prior written consent of the Company, the Bonds shall not be transferred.

Except with the consent of the Stock Exchange, the Bonds may not be transferred to any connected person of the Company.

Listing : No application will be made for the listing of the Bonds on the Stock Exchange or any other stock exchange.

REASONS FOR THE PLACING AND USE OF PROCEEDS

The Board considers that the Placing will provide a short-term secured financing for the Company.

Assuming the Bonds are placed in full, the maximum gross proceeds from the Placing will be HK\$10,000,000. The maximum net proceeds from the Placing (after deducting the placing commission and other related costs and expenses) are estimated to be approximately HK\$9,900,000. The net proceeds from the issue of the Bonds will be used as general working capital and general corporate purposes.

In the event that the Placing are not subscribed in full, the abovementioned application of net proceeds will be reduced proportionally.

The Board considers the Placing is in the best interests of the Company and the Shareholders as a whole.

Placing Completion is subject to, among others, the Placing Agent's rights of termination of the Placing under the Placing Agreement. Accordingly, the Placing may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the Shares.

DEFINITIONS

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

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| “Board” | the board of Directors |
| “Bonds” | 6% coupon unlisted bonds due 2024 to be issued by the Company in an aggregate principal amount of up to HK\$10,000,000 (each of which is referred to as a “Bond”) due on the seventh anniversary of the respective date(s) of issue of the Bonds |
| “Bondholder(s)” | the holder(s) of the Bonds |
| “Business Day(s)” | any day (excluding Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business |
| “Company” | Sino Haijing Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the Stock Exchange |
| “connected person(s)” | has the meaning as defined under the Listing Rules |
| “Director(s)” | director(s) of the Company |
| “Group” | the Company and its subsidiaries |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong |
| “Hong Kong” | the Hong Kong Special Administrative Region of the People’s Republic of China |
| “Independent Third Party” | a party which/who is not a connected person of the Company and is independent of the Company and its connected persons |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “Placee(s)” | any private investor(s) procured by the Placing Agent to subscribe for any of the Bonds pursuant to the Placing Agreement |

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| “Placing” | the placing of the Bonds by the Placing Agent on a best effort basis pursuant to the terms of the Placing Agreement |
| “Placing Agent” | Chung Sun Securities Limited, a corporation licensed to carry out type 1 (dealing in securities) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) |
| “Placing Agreement” | the placing agreement dated 5 June 2017 entered into between the Company and the Placing Agent in relation to the Placing |
| “Placing Completion” | the completion of the Placing in accordance with the terms and condition of the Placing Agreement |
| “Placing Completion Date(s)” | in respect of each Placee, the date(s) on which the Placing Agent serve a completion notice on the Company for the completion of the relevant part of the Bonds, after the fulfillment of the conditions precedent of the Placing Agreement and during the Placing Period (or such other dates as the Company and the Placing Agent may agree in writing at which Placing Completion shall take place) |
| “Placing Period” | a period of three (3) months from the date of the Placing Agreement or such other period as may be agreed between the Company and the Placing Agent in writing. |
| “Share(s)” | share(s) of HK\$0.0125 each in the share capital of the Company |
| “Shareholder(s)” | holder(s) of the Share(s) |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “%” | per cent. |

By Order of the Board
Sino Haijing Holdings Limited
Li Zhenzhen
Chairman

Hong Kong, 5 June 2017

As at the date of this announcement, the Board comprises of Ms. Li Zhenzhen, Mr. Lam Wai Hung, Mr. Wang Xin, Mr. Wei Liyi and Mr. Cheng Chi Kin as the executive Directors; Ms. Hu Jianping as the non-executive Director; Mr. Pang Hong, Mr. Lee Tao Wai, Mr. Lam Hoi Lun and Mr. Li Yang as the independent non-executive Directors.