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## **LUEN THAI HOLDINGS LIMITED**

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

**(Stock code: 311)**

### **DISCLOSEABLE TRANSACTION IN RESPECT OF THE ACQUISITION OF SHARES IN YUEN THAI INDUSTRIAL COMPANY LIMITED AND YUEN THAI HOLDINGS LIMITED AND PROPOSED ISSUE OF CONVERTIBLE BOND UNDER GENERAL MANDATE**

The Board announced that on 27 April 2012 (after trading hours), the Company and the Purchaser, a wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Vendor, pursuant to which the Vendor agreed to sell and the Purchaser agreed to purchase the Sale Shares representing: (a) 50% interest in the issued share capital of YTHK and (b) 50% interest in the issued share capital of YTBVI, at a total consideration of US\$4,600,000.

Pursuant to the terms of the Sale and Purchase Agreement, the Vendor shall upon Completion subscribe for, and the Company shall issue to the Vendor the Convertible Bond in the aggregate principal amount of US\$4,600,000, which shall be a full and sufficient discharge of the Purchaser's obligations to pay the Consideration under the Sale and Purchase Agreement.

The Convertible Bond is convertible into Conversion Shares at the Conversion Price, being HK\$1.200 (subject to adjustment) per Conversion Share. Assuming the conversion rights attaching to the Convertible Bond are exercised in full at the initial Conversion Price, an aggregate of a maximum of 29,746,666 Conversion Shares shall be allotted and issued, representing approximately 2.99% of the issued share capital of the Company as at the date of this announcement and approximately 2.9% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares.

Completion is conditional upon the fulfilment of the conditions precedent set out in the paragraph headed "Conditions Precedent" below.

The Conversion Shares will be issued under the General Mandate and is not subject to shareholders' approval. No application will be made for the listing of, or permission to deal in, the Convertible Bond on the Stock Exchange or any other stock exchange. An application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Stock Exchange.

**As the subscription for the Convertible Bond pursuant to the Sale and Purchase Agreement may or may not proceed, shareholders and prospective investors are advised to exercise caution when dealing in the securities of the Company.**

Since the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Acquisition are more than 5% but less than 25%, the entering into the Sale and Purchase Agreement and the Acquisition constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

## **A. THE SALE AND PURCHASE AGREEMENT**

The Board announced that on 27 April 2012 (after trading hours), the Company and the Purchaser, a wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Vendor. The main terms of the Share and Purchase Agreement are set out below.

**Date:** 27 April 2012

**Parties:**

- (a) Great Pacific Investments Limited as the vendor
- (b) Luen Thai Overseas Limited (a direct wholly-owned subsidiary of the Company) as the purchaser
- (c) Luen Thai Holdings Limited as the issuer of the Convertible Bond

**Subject matter:**

Pursuant to the Sale and Purchase Agreement, the Vendor agreed to sell and the Purchaser agreed to purchase the Sale Shares, representing: (a) 50% interest in the issued share capital of YTHK and (b) 50% interest in the issued share capital of YTBVI.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Vendor and its ultimate beneficial owners are Independent Third Parties.

**Consideration:**

The Consideration shall be US\$4,600,000, of which US\$1,800,000 shall be the consideration payable for the YTHK Sale Share and the remaining sum of US\$2,800,000 shall be the consideration payable for the YTBVI Sale Share.

Upon Completion, the Vendor shall subscribe for, and the Company shall issue to the Vendor the Convertible Bond in the aggregate principal amount of US\$4,600,000. The Vendor and the Purchaser agree that the issue of the Convertible Bond by the Company to the Vendor pursuant to the Sale and Purchase Agreement shall be a full and sufficient discharge of the Purchaser's obligations to pay the Consideration thereunder.

The Consideration was determined after arm's length negotiations between the parties on normal commercial terms with reference to the unaudited net asset value of YTI Group as of 31 December 2011, which is approximately US\$8,473,000.

**Conditions precedent:**

Completion of the Acquisition is conditional upon the following Conditions Precedents being satisfied or, to such extent as the Purchaser and/or the Company think(s) fit and is legally entitled to do so, waived by the Purchaser and/or the Company, on or before the Longstop Date:

- (a) all necessary approvals, whether pursuant to law, regulatory compliance or otherwise (including but not limited to any necessary approvals from (if required) the shareholders and the board of directors of the Company and (if required) the independent shareholders of the Company in respect of the transactions contemplated under the Sale and Purchase Agreement) having been obtained for the transactions contemplated under the Sale and Purchase Agreement;
- (b) all necessary approvals from the Stock Exchange having been obtained for the transactions contemplated under the Sale and Purchase Agreement, including but not limited to the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, all Conversion Shares that may be issued upon the exercise of the conversion rights attaching to the Convertible Bond; and
- (c) the warranties given by the Vendor under the Sale and Purchase Agreement remaining true and accurate in all material respects and not misleading in any material respect immediately prior to Completion by reference to the facts and circumstances subsisting immediately prior to Completion.

The Purchaser and/or the Company may, by written notice to the Vendor, waive or modify compliance with any Condition Precedent in whole or in part, to such extent as the Purchaser and/or the Company think(s) fit and is legally entitled to do so, at any time on or before the Conditions Fulfillment Date.

If any of the Conditions Precedent (which have not previously been waived by the Purchaser and/or the Company) have not been satisfied on or before 5:00 p.m. (Hong Kong time) on the Longstop Date, then the Purchaser may on that date, at its option by notice to the Vendor:

- (a) waive, to such extent as it thinks fit and is legally entitled to do so, the Conditions Precedent which have not been satisfied;
- (b) propose to postpone Completion to a date (being a Business Day) falling not more than 30 Business Days after the Longstop Date. And if the parties elect to postpone Completion, then the provisions of the Sale and Purchase Agreement will apply as if the date set for Completion were the date to which Completion is so postponed; or
- (c) propose to rescind the Sale and Purchase Agreement. If the parties elect to rescind the Sale and Purchase Agreement, no party thereto shall have any claims against the other party thereunder.

**Other terms:**

- (a) The Purchaser undertakes and warrants to the Vendor that 50% of the net income of the YTI Group (i.e. 50% of US\$571,307) incurred from 1 January 2012 to 31 March 2012 shall be distributed to the Vendor in form of cash dividend within 30 days after the Completion Date.
- (b) The Purchaser further undertakes and warrants to the Vendor that the existing outstanding shareholder's loan provided by the Vendor or its affiliates to the YTI Group (i.e. HK\$5 million provided to YTHK and US\$2 million provided to YTBVI, which is in the aggregate sum of US\$2,645,161) shall be fully repaid within one month after the Completion Date.

**Completion:**

Completion shall take place at 10:00 a.m. (Hong Kong time) on the second Business Day after the Conditions Fulfilment Date or at such later time or date as the Vendor, the Purchaser and the Company may agree.

**B. PRINCIPAL TERMS OF THE CONVERTIBLE BOND**

The principal terms of the Convertible Bond are summarised as follows:

Aggregate principal amount: US\$4,600,000

Issue price: 100% of the principal amount of the Convertible Bond.

Redemption price at maturity: 100% of the outstanding principal amount of the Convertible Bond on the maturity date.

Conversion Price: HK\$1.200 per Conversion Share subject to anti-dilution adjustments of the Conversion Price in favour of the holder of the Convertible Bond in certain events such as share consolidation, share subdivision, capitalisation issue, capital distribution, rights issue and other equity or equity derivatives issues.

The exchange rate for calculating each conversion of the US\$ denominated Convertible Bond into HK\$ is fixed at US\$1.00 = HK\$7.76.

Maturity: The second anniversary of the Completion Date, with the option to the Vendor for the roll-over of the outstanding principal amount under the Convertible Bond for a period of additional twenty-four (24) months, subject to the roll-over notice in writing being given by the Vendor to the Company not less than one month prior to the second anniversary of the Completion Date.

**Interest rate:** The Convertible Bond will bear interest from the date of issue at a rate equal to six and a half (6.5) per cent. per annum on the outstanding principal amount thereof which will be payable on the first Business Day of January and July each year before conversion of the Convertible Bond and until the maturity date. All outstanding interest accrued shall be paid in full on the maturity date.

If the maturity date is extended to the fourth anniversary of the Completion Date, all outstanding interest accrued on the outstanding principal amount will be payable on the fourth anniversary of the Completion Date instead of the second anniversary of the Completion Date.

If the Convertible Bondholder has converted part or the whole of the principal amount of the Convertible Bond, the Convertible Bondholder shall not be entitled to any interest in respect of such part or whole, as the case may be, of the principal amount of the Convertible Bond so converted.

If the Company does not pay any sum payable under the Convertible Bond when due, it shall pay interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of actual payment at a default interest rate of 8% per annum.

**Transferability:** The Convertible Bond is freely transferable or assignable (whether in whole or in part(s)) at any time prior to the maturity date provided that the Convertible Bondholder shall first give a notice in writing to the Company giving details of the terms of the proposed transfer or assignment, and unless the proposed transfer or assignment is to a transferee which is a wholly-owned subsidiary of Yue Yuen, the Company or any person nominated by the Company shall have the right of first refusal to acquire the Convertible Bond under the same terms as those in the proposed transaction.

**Conversion period:** The Convertible Bond is convertible at any time from the date of issue and up to the maturity date of the Convertible Bond.

**Conversion rights:** The Convertible Bondholder shall have the right to convert all or part of the principal amount of the Convertible Bond into Conversion Shares at the Conversion Price of HK\$1.200 per Conversion Share during the Conversion Period (as set out above) provided that:

- (i) the conversion rights, whether exercised wholly or in part in respect of the Convertible Bond, shall be subject to a ceiling that the accumulated total shareholding of the Vendor together with its associates in the total issued share capital of the Company upon each conversion will not cause insufficient public float as defined under the Listing Rules;

- (ii) the Convertible Bondholder undertakes not to exercise any conversion right if any such conversion shall result in the total issued share capital of the Company held by the public being less than the then minimum public float requirements as stipulated in the Listing Rules at the time of such conversion.

Conversion Shares: Upon full conversion of the Convertible Bond and assuming no adjustment to the Conversion Price of HK\$1.200 per Conversion Share and there is no further issue of the Shares (other than the Conversion Shares), a total number of 29,746,666 Conversion Shares will be issued upon conversion, representing approximately 2.99 % of the number of Shares in issue and approximately 2.9% of the number of Shares in issue as enlarged by the issue of the Conversion Shares.

Ranking of the Conversion Shares: The Conversion Shares, when allotted and issued upon exercise of the conversion rights attaching to the Convertible Bond, shall rank pari passu in all respects with all other then issued Shares at the date of the relevant conversion notice and shall be entitled to all dividends and other distributions the record date of which falls on a date on or after the date of the relevant conversion notice.

Redemption: The Company shall be required to redeem upon the maturity date at 100% all or any part of the outstanding principal amount of the Convertible Bond in respect of which the conversion rights have not been exercised.

Voting: The Convertible Bondholder will not be entitled to attend or vote at any general meetings of the Company by reason only of it being the Convertible Bondholder.

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

An application will be made by the Company for the listing of, and permission to deal in, the Conversion Shares to be issued as a result of the exercise of the conversion rights attached to the Convertible Bond.

The Conversion Price of HK\$1.200 per Conversion Share represents:

- (i) a premium of approximately 10.1% to the closing price of HK\$1.09 per Share, as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a premium of approximately 17.6% over the average closing price of approximately HK\$1.02 per Share as quoted on the Stock Exchange for the last 5 consecutive trading days up to and including the Last Trading Day;



(iii) a premium of approximately 14.3% over the average closing price of approximately HK\$1.05 per Share as quoted on the Stock Exchange for the last 10 consecutive trading days up to and including the Last Trading Day;

The Conversion Price was determined after arm's length negotiations between the Company and the Vendor with reference to the prevailing market price of the Shares and current market conditions.

The Conversion Shares will be issued under the General Mandate and is not subject to shareholders' approval. The maximum number of Shares to be issued under the General Mandate is 198,533,200 Shares. The General Mandate has not been utilised since the date of passing of such ordinary resolution and up to the date of this announcement.

### C. SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 995,966,000 Shares in issue. The shareholding structure of the Company (i) as at the date of this announcement and (ii) for illustrative purpose, immediately after the exercise of the conversion rights attached to the Convertible Bond in full at the initial Conversion Price of HK\$1.200 per Conversion Share, assuming that there will be no other change in the shareholding structure of the Company immediately before the exercise in full of the conversion rights attached to the Convertible Bond will be as follows:

Shareholders	As at the date of this announcement		Immediately after the full conversion of the Convertible Bond at the initial Conversion Price	
	Number of Shares	Approx. %	Number of Shares	Approx. %
Tan Siu Lin and his associates (Note 1)	32,500,000	3.26	32,500,000	3.17
Tan Henry and his associates (Note 2)	677,511,000	68.03	677,511,000	66.05
Tan Cho Lung, Raymond and his associate (Note 3)	1,703,000	0.17	1,703,000	0.17
Mok Siu Wan, Anne (Note 4)	500,000	0.05	500,000	0.05
Tan Sunny (Note 5)	322,000	0.03	322,000	0.03
Tan Willie and his associate (Note 6)	2,100,000	0.21	2,100,000	0.20
The Vendor (Notes 7 and 8)	89,100,000	8.95	118,846,666	11.59
Other public shareholders	<u>192,230,000</u>	<u>19.30</u>	<u>192,230,000</u>	<u>18.74</u>
<b>Total</b>	<u><u>995,966,000</u></u>	<u><u>100</u></u>	<u><u>1,025,712,666</u></u>	<u><u>100</u></u>

Notes:

1. Mr. Tan Siu Lin, a Director, as a trustee indirectly controls the entire issued share capital of Wincare International Company Limited, which in turn holds directly 6,500,000 shares of the Company. Mr. Tan Siu Lin also controls and is a subscriber and founding member of Tan Siu Lin Foundation Limited, which in turn owns directly 26,000,000 shares of the Company.
2. Mr. Tan Henry, a Director, is the beneficial owner of 3,500 issued shares (representing 70% interest) in Helmsley Enterprises Limited ("Helmsley"), a company incorporated in the Commonwealth of the Bahamas. Helmsley wholly owns Capital Glory Limited and indirectly owns Hanium Industries Limited, which respectively owns 614,250,000 shares and 17,100,000 shares of the Company.

Mr. Tan Henry is the beneficial owner of 5,543,668 issued shares (representing 35% interest) in Tan Holdings Corporation. Tan Holdings Corporation wholly owns Union Bright Limited, which in turn owns 43,650,000 shares of the Company.

Mr. Tan Henry also controls and has the interest in Double Joy Investment Limited, a company incorporated in the British Virgin Islands, which directly owns 2,511,000 shares of the Company.

3. The said 1,703,000 shares are held by an associate of Mr. Tan Cho Lung, Raymond, a Director.
4. Ms. Mok Siu Wan, Anne is a Director.
5. Mr. Tan Sunny is a Director.
6. The said 2,100,000 shares were held by an associate of Mr. Tan Willie, a Director.
7. The Vendor is an existing shareholder of the Company as at the date of this announcement. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Vendor is a wholly owned subsidiary of Yue Yuen.
8. Pursuant to the terms of the Convertible Bond, the conversion rights, whether exercised wholly or in part in respect of the Convertible Bond, shall be subject to a ceiling that the accumulated total shareholding of the Vendor together with its associates in the total issued share capital of the Company upon each conversion will not cause insufficient public float as defined under the Listing Rules. Under the terms of the Convertible Bond, the Convertible Bondholder undertakes not to exercise any conversion right if any such conversion shall result in the total issued share capital of the Company held by the public being less than the then minimum public float requirements as stipulated in the Listing Rules at the time of such conversion.

#### **D. EQUITY FUND-RASING ACTIVITIES DURING THE PAST 12 MONTHS**

The Company has not carried out any equity fund-raising activities during the 12 months immediately preceding the date of this announcement.

#### **E. INFORMATION ON THE YTI GROUP**

YTHK is a company duly incorporated in Hong Kong in September 2003, and has an authorised share capital of HK\$10,000 divided into 10,000 ordinary shares with nominal value of HK\$1.00 each, two shares of which have been duly issued and fully paid up. As at the date of this announcement, YTHK is owned as to 50% by the Purchaser and as to the remaining 50% by the Vendor. YTHK is principally engaged in sourcing, manufacturing and trading of sports and active wear in the PRC.

YTBVI is a company duly incorporated in the British Virgin Islands in August 2004, and has an authorised share capital of US\$50,000 divided into 50,000 ordinary shares with nominal value of US\$1 each, two shares of which have been duly issued and fully paid up. As at the date of this announcement, YTBVI is owned as to 50% by the Purchaser and as to the remaining 50% by the Vendor. YTBVI is an investment holding company and the only major asset it holds is YTP, which is wholly-owned by YTBVI.

YTP is a company incorporated in the Philippines in December 2005. It is principally engaged in garment manufacturing in the Philippines.



Set out below are certain unaudited financial information of the YTI Group for each of the two financial years ended 31 December 2011:

	<b>For the year ended 31 December 2010</b>	<b>For the year ended 31 December 2011</b>
	<i>US\$</i> (approximately)	<i>US\$</i> (approximately)
Net profits before tax	2,589,000	168,000
Net profits/(loss) after tax	2,527,000	(16,000)

The unaudited consolidated net asset value of the YTI Group as at 31 March 2012 was approximately US\$9,084,000.

Upon completion of the Acquisition, YTHK, YTBVI and YTP will become the indirect wholly-owned subsidiaries of the Company and their results will be consolidated into the Group's financial results.

#### **F. REASONS FOR AND BENEFITS OF THE TRANSACTIONS**

The YTI Group is a 50/50 joint venture formed between the Group and the Vendor, a wholly-owned subsidiary of Yue Yuen. YTHK is principally engaged in sourcing, manufacturing and trading of sports and active wear in the PRC, while YTP is principally engaged in garment manufacturing in the Philippines. The Board believes that the Acquisition will give the Group more flexibility in the management and decision-making matters of the YTI Group, which are conducive to the "lean reengineering" strategy currently implemented by the Group, which aims at cutting the production costs, reducing the operating process within each business unit and resulting in increase in productivity of the Group.

The Directors (including the independent non-executive Directors) are of the view that the Acquisition, the terms of the Sale and Purchase Agreement and the transactions contemplated thereunder (including but not limited to the issue of the Convertible Bond) were negotiated on an arm's length basis between the parties and are on normal commercial terms and fair and reasonable and in the interests of the Company and its shareholders as a whole.

#### **G. LISTING RULE IMPLICATIONS**

Since the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Acquisition are more than 5% but less than 25%, the entering into the Sale and Purchase Agreement and the Acquisition constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

## H. GENERAL

The Group is principally engaged in the manufacturing and trading of garment products and laptop and luxury bags and the provision of freight forwarding and logistics services.

The Purchaser is principally engaged in investment holding.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Vendor is principally engaged in investment holding.

## I. DEFINITIONS

<b>“Acquisition”</b>	the acquisition of the Sale Shares by the Purchaser pursuant to the Sale and Purchase Agreement;
<b>“associate”</b>	shall have the meaning as ascribed to it under the Listing Rules;
<b>“Board”</b>	the board of Directors of the Company;
<b>“Business Day”</b>	a day (excluding Saturdays) on which banks are generally open for business in Hong Kong;
<b>“Company”</b>	Luen Thai Holdings Limited, a company incorporated in the Cayman Islands and the shares of which are listed on the Stock Exchange;
<b>“Completion”</b>	completion of the sale and purchase of the Sale Shares in accordance with terms of the Sale and Purchase Agreement;
<b>“Completion Date”</b>	the date on which Completion takes place under the Sale and Purchase Agreement;
<b>“Conditions Precedent”</b>	conditions precedent to Completion under the Sale and Purchase Agreement;
<b>“Conditions Fulfilment Date”</b>	the date on which all conditions precedent to the Sale and Purchase Agreement are fulfilled (or waived) pursuant to the terms of the Sale and Purchase Agreement;
<b>“Connected Person”</b>	shall have the meaning as ascribed to it under the Listing Rules;
<b>“Consideration”</b>	a sum of US\$4,600,000, being the consideration for the sale and purchase of the Sale Shares pursuant to the Sale and Purchase Agreement;
<b>“Conversion Price”</b>	the price at which each Conversion Share will be issued upon a conversion of all or any part of the Convertible Bond, which shall be at the initial price of HK\$1.200 per Conversion Share, as adjusted from time to time in accordance with the provisions of the Convertible Bond;
<b>“Conversion Shares”</b>	new Shares which would fall to be issued by the Company upon the exercise of the conversion rights attached to the Convertible Bond;

<b>“Convertible Bond”</b>	the convertible bond(s) in the aggregate principal amount equivalent to the Consideration (i.e. US\$4,600,000) to be issued by the Company on the Completion Date pursuant to the Sale and Purchase Agreement;
<b>“Convertible Bondholder”</b>	the person/entity who is for the time being the holder of the Convertible Bond;
<b>“Director(s)”</b>	director(s) of the Company for the time being;
<b>“General Mandate”</b>	the general mandate granted to the Directors by an ordinary resolution of the shareholders passed at the annual general meeting of the Company held on 27 May 2011 which authorised the Directors to allot, issue or otherwise deal with up to a maximum of 198,533,200 Shares, representing 20% of the issued share capital of the Company as at that date;
<b>“Group”</b>	the Company and its subsidiaries;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Independent Third Parties”</b>	third parties who are independent of the Company and its Connected Persons;
<b>“Last Trading Day”</b>	26 April 2012, being the last trading day immediately before the date of this announcement;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange;
<b>“Longstop Date”</b>	31 May 2012;
<b>“PRC”</b>	the People’s Republic of China, but for the purpose of this announcement, does not include Hong Kong, the Macau Special Administrative Region and Taiwan;
<b>“Purchaser”</b>	Luen Thai Overseas Limited, a company incorporated in the Bahamas and a direct wholly-owned subsidiary of the Company;
<b>“Sale and Purchase Agreement”</b>	a sale and purchase agreement dated 27 April 2012 and entered into between the Vendor, the Purchaser and the Company in relation to the sale and purchase of the Sale Shares;
<b>“Sale Shares”</b>	YTHK Sale Share and YTBVI Sale Share;
<b>“Share(s)”</b>	ordinary share(s) with par value of US\$0.01 each in the issued share capital of the Company;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“US\$”</b>	United States dollars, the lawful currency of the United States of America;

<b>“YTBVI”</b>	Yuen Thai Holdings Limited, a company duly incorporated in the British Virgin Islands;
<b>“YTBVI Sale Share”</b>	one issued ordinary share of YTBVI held by the Vendor, representing 50% of the entire issued share capital of YTBVI;
<b>“YTHK”</b>	Yuen Thai Industrial Company Limited (元泰工業有限公司), a company duly incorporated in Hong Kong;
<b>“YTHK Sale Share”</b>	one issued ordinary share of YTHK held by the Vendor, representing 50% of the entire issued share capital of YTHK;
<b>“YTI Group”</b>	YTHK, YTBVI and YTP;
<b>“YTP”</b>	Yuenthai Philippines, Inc., a company incorporated in the Philippines and a wholly-owned subsidiary of YTBVI;
<b>“Yue Yuen”</b>	Yue Yuen Industrial (Holdings) Limited, a company incorporated in Bermuda and the shares of which are listed on the Stock Exchange;
<b>“Vendor”</b>	Great Pacific Investments Limited, a company incorporated in the British Virgin Islands.

By order of the Board  
**Chiu Chi Cheung**  
*Company Secretary*

Dated 27 April 2012

As at the date hereof, the Board of Directors of the Company comprise the following Directors:

*Executive Directors:*

Tan Siu Lin (*Chairman*)  
Tan Henry  
Tan Cho Lung, Raymond  
Tan Sunny  
Mok Siu Wan, Anne

*Independent Non-executive Directors:*

Chan Henry  
Cheung Siu Kee  
Seing Nea Yie

*Non-executive Directors:*

Tan Willie  
Lu Chin Chu

*Company's website: [www.luenthai.com](http://www.luenthai.com)*