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# **TAI SHING**

**Tai Shing International (Holdings) Limited**

**泰盛國際(控股)有限公司\***

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

**(Stock Code: 8103)**

## **PLACING OF NEW SHARES AND UNLISTED WARRANTS**

**Placing Agent**



**HENG SHAN SECURITIES LIMITED**

### **SHARE PLACING**

On 28 December 2012 after trading hours, the Company entered into the Share Placing Agreement with the Placing Agent pursuant to which the Placing Agent has agreed to place, on a best effort basis, to not less than six independent Share Placees for up to 250,000,000 new Shares at a price of HK\$0.14 per Placing Share, for and on behalf of the Company.

The Share Placing is conditional upon (i) the passing of a resolution by the Shareholders at the extraordinary general meeting of the Company to approve the Share Placing Agreement and issuance of the Placing Shares and (ii) the Listing Committee of the Stock Exchange agreeing to grant the listing of, and permission to deal in, the Placing Shares. If such conditions are not fulfilled, the Share Placing will not proceed.

The net proceeds from the Share Placing of approximately HK\$33.8 million (assuming the Placing Shares are fully placed and after all relevant expenses) will be used for general working capital of the Group including financing the operations of the Air Ticketing Business after completion of the Acquisition and/or other possible investment opportunities.

## **WARRANT PLACING**

On 28 December 2012 after trading hours, the Company also entered into the Warrant Placing Agreement with the Placing Agent in connection with the Warrant Placing, pursuant to which the Placing Agent agreed to place at the Warrant Placing Price, on a best effort basis, up to 64,600,000 Warrants conferring rights to subscribe for 64,600,000 Warrant Shares at the Warrant Exercise Price of HK\$0.14 per Warrant Share to independent Warrant Placees. Each Warrant carries the right to subscribe for one (1) Warrant Share. The Warrants are to be placed at a Warrant Placing Price of HK\$0.01 per Warrant.

The Warrant Placing is conditional upon (i) the passing of a resolution by the Shareholders at the general meeting of the Company to approve the Warrant Placing Agreement and the issue of the Warrants and the Warrant Shares; (ii) (if required) the Listing Committee of the Stock Exchange shall have approved the issue of the Warrants either unconditionally or subject to conditions to which neither the Company nor the Warrant Placees shall reasonably object and the satisfaction of such conditions; (iii) the Listing Committee of the Stock Exchange shall have granted (either unconditionally or subject to conditions to which neither the Company nor the Warrant Placees shall reasonably object) the listing of, and permission to deal in, the Warrant Shares which fall to be allotted and issued upon the exercise of the subscription rights attached to the Warrants; and (iv) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of the Warrant Placing Agreement and the transactions contemplated thereunder having been obtained.

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

The net proceeds from the Warrant Placing of approximately HK\$0.54 million (after deducting relevant expenses) will be utilised by the Group as general working capital.

Assuming full exercise of the subscription rights attaching to the Warrants, the net proceeds of approximately HK\$9 million (after deducting relevant expenses) will be used for general working capital of the Group including financing the operations of the Air Ticketing Business after completion of the Acquisition and/or other possible investment opportunities.

## **GENERAL**

An EGM will be held to consider and, if thought fit, passing the resolutions to approve the Share Placing Agreement, issue of the Placing Shares, Warrant Placing Agreement and issue of the Warrants and Warrant Shares.

A circular containing, among other things, further details of the Share Placing and Warrant Placing together with the notice of the EGM will be despatched to the Shareholders as soon as practicable in accordance with the GEM Listing Rules.

## THE SHARE PLACING AGREEMENT

- Date: 28 December 2012
- Placing Agent: Heng Shan Securities Limited. To the best of the Company's information and belief, the Placing Agent and its ultimate beneficial owners are Independent Third Parties.
- Share Placees: The Placing Shares will be placed to not less than six Share Placees (who will be independent individual, corporate and/or institutional investors) and their ultimate beneficial owners will be Independent Third Parties. It is expected that no Share Placee will become a substantial Shareholder (as such term is defined in the GEM Listing Rules) immediately following completion of the Placing.
- Number of Placing Shares: Up to 250,000,000 new Shares, to be placed by the Placing Agent on a best effort basis. Assuming the Placing Shares are fully placed, the Placing Shares represents approximately 39.07% of the entire issued share capital of the Company of 639,938,145 Shares as at the date of this announcement and approximately 28.09% of the Company's entire issued share capital as enlarged by the Placing. The total nominal value of the Placing Shares is HK\$12,500,000.
- Share Placing Price: HK\$0.14 per Placing Share. The Share Placing Price was agreed after arm's length negotiations between the Company and the Placing Agent, with reference to, among other things, the recent trading price of the Shares on GEM. The Share Placing Price represents:
- (a) a discount of approximately 9.09% to the closing price of HK\$0.154 per Share as quoted on the GEM on 28 December 2012, being the date of the Share Placing Agreement;
  - (b) a discount of approximately 7.28% to the average closing price of approximately HK\$0.151 per Share as quoted on the GEM for the last 5 full trading days of the Shares immediately before 28 December 2012 being the date of the Share Placing Agreement.
- The Company will bear the costs and expenses in connection with the Share Placing and the net proceeds from the Share Placing is estimated to be approximately HK\$33.8 million (assuming the Placing Shares are fully placed). As a result, the net price per Placing Share will be approximately HK\$0.1352.

Placing Commission: The Placing Agent will receive a placing commission of 3% on the gross proceeds of the Share Placing. The placing commission was negotiated on an arm's length basis between the Company and the Placing Agent and determined with reference to, amongst other things, the market rate.

The Directors consider that the placing commission is fair and reasonable based on the current market conditions.

Ranking of Placing Shares: The Placing Shares, when issued and fully paid, will rank pari passu among themselves and with Shares in issue at the time of issue an allotment of the Placing Shares.

Conditions to the Share Placing: The Share Placing is conditional upon the following conditions:

- (i) the passing of a resolution by the Shareholders at the extraordinary general meeting of the Company to approve the Share Placing Agreement and issue of the Placing Shares; and
- (ii) the Listing Committee of the Stock Exchange agreeing to grant the listing of, and permission to deal in, the Placing Shares.

If the above conditions are not fulfilled on or before 30 April 2013 (or such other time and date as the Placing Agent and the Company shall agree in writing), all rights, obligations and liabilities of the parties under the Share Placing Agreement shall cease and determine and neither parties shall have any claim against the others save for any antecedent breach.

Application will be made to the Stock Exchange for approval for the listing of and permission to deal in the Placing Shares.

Completion of the Share Placing: Completion of the Share Placing shall take place on the third business days following satisfaction of all the conditions set out above or such other dates as the parties may agree.

Termination: The Placing Agent may terminate the Share Placing Agreement prior to completion of the Share Placing Agreement if

- (i) any event occurring or matter arising on or after the date of the Share Placing Agreement and prior to the completion date which if it had occurred or arisen before the date of the Share Placing Agreement would have rendered any of the undertakings, warranties and representations contained in the Share Placing Agreement untrue or incorrect and such would have an adverse impact or effect on the Share Placing; or

- (ii) there develops, occurs or comes into force: or
  - (a) any new law or regulation or any change in existing laws or regulations or the interpretation thereof which may in the opinion of the Placing Agent and in its reasonable opinion may materially and adversely affect the business or financial condition or prospects of the Group as a whole; or
  - (b) any local, regional, national or international event or change (whether or not permanent or forming part of a series of events or changes occurring or continuing, on and/or after the date hereof) of a political, military, economic or other nature (whether or not ejusdem generis with the foregoing) which, in the reasonable opinion of the Placing Agent and in its reasonable discretion will, or may be expected to, have a material adverse effect on the Share Placing; or
  - (c) any significant change (whether or not permanent) in local, regional, national or international market conditions (or in conditions affecting a sector of the market) which in the reasonable opinion of the Placing Agent and in its reasonable discretion has or may have a material adverse effect on the Share Placing; or
- (iii) there is any adverse change in the business or in the financial or trading position of the Group taken as a whole which being unaware of by the Placing Agent and in the reasonable opinion of the Placing Agent and in its reasonable discretion is material in the context of the Share Placing.

## **THE WARRANT PLACING AGREEMENT**

### **Date**

28 December 2012

### **Parties**

- (1) The Company; and
- (2) Heng Shan Securities Limited as the Placing Agent.

Pursuant to the Warrant Placing Agreement, the Placing Agent will receive a placing commission of 3% on the total aggregate Warrant Placing Price and Warrant Exercise Price of the Warrants being placed. The placing commission was determined after arm's length negotiations between the Company and the Placing Agent with reference to, among others, the market rate. The Directors consider that the placing commission is fair and reasonable.

### **Warrant Placees**

The Warrants will be placed to the Warrant Placees (which/who will be independent individual, corporate and/or institutional investors, and who and whose ultimate beneficial owners are Independent Third Parties). Further announcement will be made by the Company if the Placing Agent fails to identify at least six Warrant Placees.

### **Number of Warrants**

Up to 64,600,000 Warrants

### **Warrant Placing Price**

The Warrant Placing Price is HK\$0.01 per Warrant

### **Warrant Exercise Price**

The Warrant Exercise Price is HK\$0.14 per Warrant Share, subject to adjustment arising from events of share consolidation and subdivision, capitalisation issue, capital distribution, rights issue and issue of Shares or securities convertible into Shares at a discount of more than 80% to the market price of the Shares.

The aggregate of the Warrant Placing Price of HK\$0.01 per Warrant and the Warrant Exercise Price of HK\$0.14 per Share, i.e. HK\$0.15, represents (i) a discount of approximately 2.60% over the closing price of HK\$0.154 per Share quoted on the Stock Exchange on 28 December 2012, being the date of the Warrant Placing Agreement; and (ii) a discount of approximately 0.66% over the average of the closing prices of HK\$0.151 per Share for the last five trading days for the Shares immediately prior to the date of the Warrant Placing Agreement.

The Warrant Exercise Price of HK\$0.14 per Warrant Share represents (i) a discount of approximately 9.09% over the closing price of HK\$0.154 per Share quoted on the Stock Exchange on the date of the Warrant Placing Agreement; and (ii) a discount of approximately 7.28% over the average of the closing prices of HK\$0.151 per Share for the last five trading days for the Shares immediately prior to the date of the Warrant Placing Agreement.

Both the Warrant Placing Price and the Warrant Exercise Price are determined based on negotiations on arm's length basis between the Company and the Placing Agent with reference to the recent trading price of the Shares on GEM, liquidity flow in the capital market and the historical Share price. The Directors consider that both the Warrant Placing Price and the Warrant Exercise Price are fair and reasonable.

## **Warrant Placing completion**

Completion of the Warrant Placing is expected to take place on any date falling on or before the third Business Day after fulfilment of the conditions precedent to the Warrant Placing (or such other date as the parties may agree).

## **Information of the Warrants**

The Warrants will be issued to the Warrant Placees upon completion of the Warrant Placing in registered form and constituted by a deed poll. The Warrants will rank pari passu in all respects among themselves.

Each Warrant carries the right to subscribe for one (1) Warrant Share at the Warrant Exercise Price and is issued at the Warrant Placing Price. The subscription rights attaching to the Warrants may be exercised at any time during a period of 24 months commencing from the date immediately after the date of issue of the Warrants. The Warrant Shares, when fully paid and allotted, will rank pari passu in all respects with the then existing issued Shares of the Company.

A total of 64,600,000 Warrants are proposed to be issued. Upon full exercise of the subscription rights attaching to the Warrants, a total of 64,600,000 Warrant Shares (subject to adjustment) will be issued, representing (i) approximately 10.09% of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 9.17% of the issued share capital of the Company as enlarged by the allotment and issue of the Warrant Shares upon full exercise of the subscription rights attaching to the Warrants. The total nominal value of the Warrant Shares is HK\$3,230,000.

## **Transferability**

The Warrants are transferable in integral multiples of 100,000 Warrants. The Warrants may not be transferred to a connected person (as defined in the GEM Listing Rules) of the Company without the prior approval from the Company. The Company shall comply with the relevant GEM Listing Rules and to make necessary announcement(s), where appropriate, if and when any of the Warrant Placees make any transfer of the Warrants to other parties requiring disclosure.

## **Termination of the Warrant Placing Agreement**

The Placing Agent shall be entitled by notice to the Company given prior to 6:00 p.m. on the day immediately preceding the completion date of the Warrant Placing to terminate the Warrant Placing Agreement if:

- (i) there develops, occurs or comes into force:
  - (a) any new law or regulation or any change in existing laws or regulations or the interpretation thereof which may in the reasonable opinion of the Placing Agent and in its reasonable discretion may materially and adversely affect the business or financial condition or prospects of the Group as a whole; or

- (b) any local, regional, national or international event or change (whether or not permanent or forming part of a series of events or changes occurring or continuing, on and/or after the date hereof) of a political, military, economic or other nature (whether or not ejusdem generis with the foregoing) which, in the reasonable opinion of the Placing Agent and in its reasonable discretion will, or may be expected to, have a material adverse effect on the Warrant Placing; or
  - (c) any significant change (whether or not permanent) in local, regional, national or international market conditions (or in conditions affecting a sector of the market) which in the reasonable opinion of the Placing Agent and in its reasonable discretion has or may have a material adverse effect on the Warrant Placing; or
- (ii) any breach of any of the warranties given by the Company which in the reasonable opinion of the Placing Agent and in its reasonable discretion is material in the context of the Warrant Placing, comes to the knowledge of the Placing Agent or there has been a breach by the Company of any other provision of the Warrant Placing Agreement which in the reasonable opinion of the Placing Agent and in its absolute discretion is material in the context of the Warrant Placing; or
- (iii) there is any adverse change in the business or in the financial or trading position of the Group taken as a whole which being unaware of by the Placing Agent and in the reasonable opinion of the Placing Agent and in its reasonable discretion is material in the context of the Warrant Placing,

then and in any such case, the Placing Agent may, in its reasonable discretion, terminate the Warrant Placing Agreement without liability to the Company or any other Party by giving notice in writing to the Company, which notice may be given at any time prior to the completion of the Warrant Placing.

If the Warrant Placing Agreement is so terminated, all obligations of each party under the Warrant Placing Agreement shall cease and determine and neither party shall have any claim against the other party in respect of any matter arising out of or in connection with the Warrant Placing Agreement except for any antecedent breach of any obligation mentioned in the Warrant Placing Agreement.

### **Conditions of the Warrant Placing**

Completion of the Warrant Placing Agreement is conditional on the fulfillment of the following conditions:

- (a) the passing of a resolution by the Shareholders at the general meeting of the Company to approve the Warrant Placing Agreement and the issue of the Warrants and the Warrant Shares;
- (b) (if required) the Listing Committee of the Stock Exchange shall have approved the issue of the Warrants either unconditionally or subject to conditions to which neither the Company nor the Warrant Placees shall reasonably object and the satisfaction of such conditions;



- (c) the Listing Committee of the Stock Exchange shall have granted (either unconditionally or subject to conditions to which neither the Company nor the Warrant Placees shall reasonably object) the listing of, and permission to deal in, the Warrant Shares which fall to be allotted and issued upon the exercise of the subscription rights attached to the Warrants; and
- (d) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of the Warrant Placing Agreement and the transactions contemplated thereunder having been obtained.

In the event that the above conditions are not fulfilled by 30 April 2013 or such later date as may be agreed between the Company and the Placing Agent, the Warrant Placing Agreement will lapse and become null and void and the parties shall be released from all obligations hereunder, save for the liabilities for any antecedent breaches hereof.

#### **Voting rights for the holders of the Warrants**

The holder of the Warrants will not have any right to attend or vote at any meeting of the Company by virtue of them being holders of the Warrants. The holder of the Warrants shall not have the right to participate in any distributions and/or offers of further securities made by the Company.

#### **Rights of the holders of the Warrants on the liquidation of the Company**

If the Company is wound up during the subscription period of the Warrants, all subscription rights attaching to the Warrants which have not been exercised shall lapse, save for in the event of a voluntary winding-up, the holders of the Warrants shall be entitled within six weeks after the passing of such a resolution approving the winding-up to exercise the subscription rights attaching to the Warrants in accordance with the terms and conditions of the Warrants.

#### **Application for listing**

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Warrant Shares which may fall to be allotted and issued upon exercise of the subscription rights attaching to the Warrants.

No listing of the Warrants will be sought on the Stock Exchange or any other stock exchanges.

## EFFECT OF THE SHARE PLACING AND WARRANT PLACING ON SHAREHOLDING

The shareholdings in the Company as at the date hereof and immediately after completion of the Share Placing and Warrant Placing and assuming full exercise of the Warrants are and will be as follows:

Shareholders	As at the date hereof		Immediately after completion of the Share Placing and Warrant Placing and assuming full exercise of all the Warrants	
	No. of Shares	%	No. of Shares	%
Ip Ho Ming ( <i>note</i> )	10,000	0.00	10,000	0.00
Other Shareholders	639,928,145	100.00	639,928,145	67.04
Share Placees	0	0.00	250,000,000	26.19
Warrant Placees	0	0.00	64,600,000	6.77
Total	<u>639,938,145</u>	<u>100.00</u>	<u>954,538,145</u>	<u>100.00</u>

*Note:* Mr. Ip Ho Ming is an executive Director of the Company.

## REASONS FOR AND BENEFITS OF THE SHARE PLACING AND WARRANT PLACING AND USE OF THE PROCEEDS

As disclosed in the Company's announcement dated 21 November 2012 relating to the Acquisition, the Company has entered into the conditional agreement to acquire the business engaging in selling air tickets and hotel accommodations online in the PRC ("Air Ticketing Business").

The Directors consider that the Share Placing and Warrant Placing represent good opportunities to broaden the shareholders base and capital base of the Company and to raise capital for the Company for its future business operations and developments. The Warrant Placing will not result in any immediate dilution effect on the shareholding of the existing Shareholders. In addition to the net proceeds that will be raised upon completion of the Warrant Placing, further capital will be raised upon the exercise of the subscription rights attaching to the Warrants.

The Directors consider the terms of the Share Placing Agreement and Warrant Placing Agreement to be fair and reasonable and in the interest of the Company and the Shareholders as a whole.

The Company will bear all costs and expenses of approximately HK\$1.2 million in connection with the Share Placing. The net proceeds of approximately HK\$33.8 million from the Share Placing will be used as general working capital of the Group including financing the operations of the Air Ticketing Business after completion of the Acquisition and/or other possible investment opportunities.

The Company will bear all costs and expenses of approximately HK\$0.1 million in connection with the Warrant Placing. The net proceeds of approximately HK\$0.54 million from the Warrant Placing will be used as general working capital of the Group.

Assuming the full exercise of the subscription rights attaching to the Warrants, it is expected that a gross proceeds of approximately HK\$9 million will be raised. After deducting the related costs and expenses of approximately HK\$0.3 million, the net proceeds of approximately HK\$8.7 million (with a net subscription price of approximately HK\$0.135 per Warrant Share) will be used for general working capital of the Group including financing the operations of the Air Ticketing Business after completion of the Acquisition and/or other possible investment opportunities.

As at the date of the Warrant Placing Agreement, the Warrant Shares to be issued upon the exercise of all Warrants, when aggregated with all other equity securities which remain to be issued on exercise of all other subscription rights, will not exceed 20% of the issued share capital of the Company.

### **EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS**

The following table summaries the capital raising activities of the Group for the 12 months immediately before the date of this announcement:

<b>Date of announcement</b>	<b>Event</b>	<b>Net proceeds</b>	<b>Intended use of proceeds</b>	<b>Actual use of proceeds as at the date of this announcement</b>
13 December 2012	Placing of new shares	Approximately HK\$3.13 million	As general working capital	Approximately HK\$2.35 million used as general working capital and balance held as bank deposit
4 October 2012	Placing of new shares	Approximately HK\$7.3 million	To finance future investments and/or for future business development and/or as general working capital	HK\$5 million for financing the Acquisition, approximately HK\$1.5 million used as general working capital and approximately HK\$0.8 million held as bank deposit

<b>Date of announcement</b>	<b>Event</b>	<b>Net proceeds</b>	<b>Intended use of proceeds</b>	<b>Actual use of proceeds as at the date of this announcement</b>
8 July 2012	Placing of new shares	Approximately HK\$28.75 million	No more than HK\$15 million for financing the potential acquisition, particularly being a refundable deposit, set out in the Company's announcement dated 4 July 2012. The balance of approximately HK\$13.75 million for general working capital for both existing and prospective business operations of the Group and for maintaining the liquidity of the Group in the course of the Group's business expansion and development, of which approximately HK\$8 million will be used for general overheads and expenses, approximately HK\$4 million for research and development and approximately HK\$1.75 million for professional fees.	HK\$15 million was used for financing the Potential Acquisition, HK7 million as software development, HK\$3 million for general working capital for existing business operations of the Group and HK\$3.75 million used for general overheads and expenses as well as professional fees.

<b>Date of announcement</b>	<b>Event</b>	<b>Net proceeds</b>	<b>Intended use of proceeds</b>	<b>Actual use of proceeds as at the date of this announcement</b>
19 April 2012	Placing of convertible notes	Approximately HK\$14.7 million	General working capital of the Group	Approximately HK\$10 million used as research development and consultancy, approximately HK\$3.2 million as general overheads and expenses and approximately HK\$1.5 million as professional fees
18 January 2012	Placing of unlisted warrants	Approximately HK\$0.75 million	General working capital of the Group	Used as intended

## **GENERAL**

An EGM will be held to consider and, if thought fit, passing the resolutions to approve the Share Placing Agreement, the issue of the Placing Shares, the Warrant Placing Agreement and the issue of the Warrants and Warrant Shares.

A circular containing, among other things, further details of the Share Placing and Warrant Placing together with the notice of the EGM will be despatched to the Shareholders as soon as practicable in accordance with the GEM Listing Rules.

To the best of the Directors' information, no Director or Shareholder has a material interest in the Share Placing or Warrant Placing and no Shareholder is required to abstain from voting at the EGM.

## **DEFINITIONS**

Unless the context otherwise requires, the following terms shall have the meanings set out below:

“Acquisition” the acquisition by the Company of a business engaging in selling air tickets and hotel accommodations online in the PRC as set out in the Company’s announcement dated 21 November 2012

“associate(s)” has the meaning ascribed thereto under the GEM Listing Rules

“Board”	board of Directors
“Business Day”	a day (excluding Saturday and other general holidays in Hong Kong) on which banks in Hong Kong are generally open for business
“Company”	Tai Shing International (Holdings) Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on GEM
“connected person (s)”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	director(s) of the Company
“EGM”	an extraordinary general meeting of the Company to be convened to consider and, if thought fit, to approve the Share Placing Agreement, the issue of the Placing Shares, the Warrant placing Agreement and the issue of the Warrants and Warrant Shares
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	an independent third party, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, who is not connected with the Company and its connected persons (as defined under the GEM Listing Rules)
“Placing Agent”	Heng Shan Securities Limited
“Placing Shares”	a maximum of 250,000,000 new Shares to be placed pursuant to the Share Placing Agreement
“Share Placee”	any person(s) or entity(ies) whom the Placing Agent or its agent(s) has procured to subscribe for any of the Placing Shares
“Share Placing”	the placing of the Placing Shares by the Company, through the Placing Agent, pursuant to the Share Placing Agreement
“Share Placing Agreement”	the placing agreement entered into between the Company and the Placing Agent dated 28 December 2012 in relation to the Share Placing

“Share Placing Price”	HK\$0.14 per Placing Share
“Share(s)”	ordinary share(s) of HK\$0.05 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
“Warrant(s)”	Up to 64,600,000 non-listed warrants to be issued by the Company at the Warrant Placing Price, each entitles the holder thereof to subscribe for one Warrant Share at the Warrant Exercise Price (subject to adjustment) at any time during a period of 24 months commencing from the date of issue of the Warrants
“Warrant Exercise Price”	an initial exercise price of HK\$0.14 per Warrant Share (subject to adjustment) at which holder of the Warrants may subscribe for the Warrant Share(s)
“Warrant Placee(s)”	any person(s) or entity(ies) whom the Placing Agent or its agent(s) has procured to subscribe for any of the Warrants pursuant to the Warrant Placing Agreement
“Warrant Placing”	the placing, on a best effort basis, of up to 64,600,000 Warrants pursuant to the terms of the Warrant Placing Agreement
“Warrant Placing Agreement”	the conditional placing agreement dated 28 December 2012 entered into between the Company and the Placing Agent in relation to the Warrant Placing
“Warrant Placing Price”	HK\$0.01, being the issue price per Warrant payable in full on application under the Warrant Placing Agreement
“Warrant Shares”	up to initially 64,600,000 new Shares (subject to adjustment) to be allotted and issued upon exercise of the subscription rights attaching to the Warrants
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By Order of the Board of  
**Tai Shing International (Holdings) Limited**  
**Liu Bo**  
*Chairman*

Hong Kong, 28 December 2012

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

*Executive Directors:*

Mr. Liu Bo (*Chairman*)  
Mr. Han Fangfa  
Ms. Ju Lijun  
Ms. Huang MiaoChan  
Mr. Ip Ho Ming  
Ms. Wong Sau Wai Serena  
Mr. Zhang Jinshu

*Non-executive Director:*

Dr. Pan Jin  
Mr. Dai Yuanxin  
Ms. Xiao Yongzhen

*Independent non-executive Directors:*

Mr. Tang Sze Lok  
Mr. Xu Jingbin  
Ms. Hu Yun

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM 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 and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the GEM website at <http://www.hkgem.com> on the “Latest Company Announcements” page for 7 days from the date of its posting and on the website of the Company.*