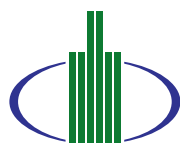


Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance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

This announcement appears for information purposes only and does not constitute an invitation or offer to sell, dispose, acquire, purchase or subscribe for securities in the Company.



WLS Holdings Limited

滙隆控股有限公司*

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 8021)

**(I) TERMINATION OF THE SK SUBSCRIPTION AGREEMENT;
(II) LAPSE OF THE AC SUBSCRIPTION AGREEMENT;
(III) NEW AC SUBSCRIPTION AGREEMENT;
AND
(IV) SUSPENSION OF TRADING**

Reference is made to the announcement of the Company dated 23 June 2015 in relation to a possible issue of new Shares.

(I) TERMINATION OF THE SK SUBSCRIPTION AGREEMENT

The Board wishes to announce that:

- (i) on 3 August 2015, the Company (as issuer) and SKCM (as subscriber) entered into the SK Subscription Agreement, pursuant to which the Company has conditionally agreed to allot and issue, and SKCM has conditionally agreed to subscribe for, 5,760,000,000 SK Subscription Shares at the Subscription Price of HK\$0.06875 per SK Subscription Share; and

* *For identification purposes only*

(ii) subsequent to the entering into of the SK Subscription Agreement, the Company and SKCM failed to reach the consensus regarding the scope of the due diligence exercise to be conducted and the documents to be provided for such purpose pursuant to the SK Subscription Agreement, SKCM served the Notice of Termination onto the Company in the late evening of 8 August 2015. In the late evening on 10 August 2015, the Company and SKCM entered into the Termination Agreement, which superseded the Notice of Termination, to terminate the SK Subscription Agreement with immediate effect from the date of the Termination Agreement.

(II) LAPSE OF THE AC SUBSCRIPTION AGREEMENT

The Board also wishes to announce that on 3 August 2015, the Company (as issuer) and Avant Capital (as subscriber) entered into the AC Subscription Agreement, pursuant to which the Company has conditionally agreed to allot and issue, and Avant Capital has conditionally agreed to subscribe for, 1,920,000,000 AC Subscription Shares at the Subscription Price of HK\$0.06875 per AC Subscription Share.

As the AC Completion is conditional upon the SK Subscription becoming unconditional and the SK Completion taking place simultaneously therewith, the AC Subscription Agreement has lapsed upon the entering into of the Termination Agreement on 10 August 2015.

(III) NEW AC SUBSCRIPTION AGREEMENT

Following the lapse of the AC Subscription Agreement, the Company (as issuer) and Avant Capital (as subscriber) entered into the New AC Subscription Agreement on 12 August 2015 whereby the Company has conditionally agreed to allot and issue, and Avant Capital has conditionally agreed to subscribe for, 1,920,000,000 Shares at the subscription price of HK\$0.06875 per Share.

As explained in section headed “(C) New AC Subscription Agreement” below, the issue of 1,920,000,000 Shares which will be subscribed for under the New AC Subscription Agreement by Avant Capital is conditional upon, among other conditions, the Company having entered into agreement(s) relating to the Possible Fund Raising Exercise and the completion of such Possible Fund Raising Exercise, which conditions are not capable of being waived. Such 1,920,000,000 Shares will represent:

- (a) approximately 15.04% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the maximum number of Shares are issued under the Possible Fund Raising Exercise) and approximately 26.06% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the minimum number of Shares are issued under the Possible Fund Raising Exercise); and
- (b) taking into account the 252,000,000 Shares currently held by Avant Fund, Avant Capital, together with parties acting in concert with it, will hold approximately 17.01% of the issued share capital of the Company upon the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the maximum number of Shares are issued under the Possible Fund Raising Exercise) and approximately 29.48% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the minimum number of Shares are issued under the Possible Fund Raising Exercise).

The new Shares to be issued under the Possible Fund Raising Exercise will be issued to investors who are (i) not connected persons of the Company or any of their respective associates; (ii) independent from and not acting in concert with Avant Capital and parties acting in concert with it. In addition, it is a term of the New AC Subscription Agreement that none of the investors under the Possible Fund Raising Exercise, together with parties acting in concert with it, will hold 20% or more of the issued share capital of the Company upon completion of such issue of Shares under the Possible Fund Raising Exercise.

For details of the New AC Subscription Agreement, please refer to a separate announcement of the Company to be published in relation thereto.

GENERAL

The Board considers that the termination of the SK Subscription Agreement and the lapse of the AC Subscription Agreement will not have any material adverse impact on the existing business, operation or financial condition of the Group. As at the date of this announcement, apart from the entering into of the New AC Subscription Agreement, the Company is also considering to implement further fund raising exercise by way of equity issue (whether by way of introduction of new investor(s) to subscribe for Shares directly or by way of placing of new Shares) (i.e. the Possible Fund Raising Exercise). As at the date of this announcement, no definitive agreement regarding any of the Possible Fund Raising Exercise has been entered into by the Company. The Company will make further announcement(s) in relation to the Possible Fund Raising Exercise in compliance with the GEM Listing Rules, as and when appropriate.

SUSPENSION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on 4 August 2015 pending the release of this announcement. As the New AC Subscription Agreement has been entered into by the Company and Avant Capital, trading in the Shares on the Stock Exchange will continue to be suspended until the announcement relating to the New AC Subscription Agreement has been published.

Reference is made to the announcement of the Company dated 23 June 2015 in relation to a possible issue of new Shares.

The Board wishes to announce that subsequent to the signing of the Framework Agreement, on 3 August 2015, the Company, respectively, entered into (i) the SK Subscription Agreement with SKCM (to whom Shin Kong had novated all its rights and obligations under the Framework Agreement); and (ii) the AC Subscription Agreement with Avant Capital, for the purpose of the Subscriptions. Subsequent to the entering into of the SK Subscription Agreement, the Company and SKCM failed to reach the consensus regarding the scope of the due diligence exercise to be conducted and the documents to be provided for such purpose pursuant to the SK Subscription Agreement, on 10 August 2015, the Company and SKCM entered into the Termination Agreement to terminate the SK Subscription Agreement with immediate effect. As the AC Completion is conditional upon the SK Subscription becoming unconditional and the SK Completion taking place simultaneously therewith, the AC Subscription Agreement has lapsed upon the entering into of the Termination Agreement on 10 August 2015.

Principal terms of the SK Subscription Agreement (with the Termination Agreement) and the AC Subscription Agreement are set out below as follows:

(A) THE SK SUBSCRIPTION AGREEMENT AND THE TERMINATION AGREEMENT

The SK Subscription Agreement

Date

3 August 2015

Parties

- (a) The Company (as issuer); and
- (b) SKCM (as subscriber).

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the date of this announcement, (i) each of SKCM and its ultimate beneficial owners, general partner and limited partners is an Independent Third Party.

SK Subscription Shares

Pursuant to the SK Subscription Agreement, the Company had conditionally agreed to allot and issue, and SKCM had conditionally agreed to subscribe for, the SK Subscription Shares at the Subscription Price.

Subscription Price

The Subscription Price of HK\$0.06875 per Subscription Share represents:

- (i) a discount of approximately 84.72% to the closing price of HK\$0.45 per Share as quoted on the Stock Exchange on 3 August 2015, being the date of the Subscription Agreements;
- (ii) a discount of approximately 85.34% to the average closing price of HK\$0.469 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of the Subscription Agreements; and

- (iii) a discount of approximately 87.11% to the average closing price of HK\$0.5335 per Share as quoted on the Stock Exchange for the last ten consecutive trading days immediately prior to the date of the Subscription Agreements.

As at 30 April 2015, the audited consolidated net asset value of the Group (“**Audited NAV**”) amounted to approximately HK\$298,226,000 with 635,887,634 shares of the Company of HK\$0.2 each in issue. Based on the Audited NAV and taking into account of the issue of bonus shares by the Company of 4,451,213,438 Shares on 3 July 2015, the Subscription Price represents a premium of 17.32% over the theoretical consolidated net asset value per Share of approximately HK\$0.0586 (based on 5,087,101,072 Shares in issue as at the date of this announcement).

The Subscription Price was arrived at after arm’s length negotiation between the Company and SKCM, or as the case may be, Avant Capital with reference to (i) the prevailing trading prices of the Shares at the time of the signing of the Framework Agreement (after taking into account the expected effect to the trading prices as a result of the allotment and issue of the bonus shares by the Company on 3 July 2015); (ii) the net loss recorded by the Group for the past 3 consecutive financial years; (iii) the financial position and net asset value of the Group as at the date of the Framework Agreement; and (iv) the future prospects of existing business of the Group.

The Directors considered that the terms and conditions of the SK Subscription Agreement (including the Subscription Price) were fair and reasonable and were in the interests of the Company and the Shareholders as a whole.

Conditions precedent to the SK Subscription

The SK Completion was subject to the following conditions being satisfied and/or (where applicable) waived:

- (1) the passing of the ordinary resolution(s) by the Independent Shareholders at the SGM approving the SK Subscription Agreement and the allotment and issue of the SK Subscription Shares by the Company;
- (2) the passing of an ordinary resolution by the Independent Shareholders at the SGM approving the Whitewash Waiver;
- (3) the Executive granting the Whitewash Waiver and the satisfaction of any condition attached to the Whitewash Waiver granted, and the Whitewash Waiver not being revoked;

- (4) the Stock Exchange granting the approval for the listing of, and permission to deal in, the SK Subscription Shares, and such approval not being revoked;
- (5) the compliance with the applicable requirements under the GEM Listing Rules by the Company;
- (6) all necessary consents, approvals, authorisations, waivers, or grant in accordance with any applicable laws, regulations or the respective articles of association or, where applicable, the bye-laws, to be obtained on the part of SKCM, its general partner(s) and limited partners or on the part of the Company in respect of the SK Subscription and the transactions contemplated thereunder having been obtained;
- (7) SKCM having completed and being satisfied with the results of the due diligence exercise on, inter alia, the legal aspects, assets, liabilities and operation of the Group and other matters incidental thereto within three weeks from the date of the SK Subscription Agreement;
- (8) the Shares remaining listed and traded on the GEM at all times from the date of the SK Subscription Agreement up to the SK Completion Date, save for any temporary suspension (i) not exceeding ten (10) consecutive trading days, or such longer period as SKCM may agree in writing; or (ii) for the purpose of obtaining clearance from the Stock Exchange and/or the SFC of any announcement(s) or circular(s) of the Company in respect of, among other matters, the SK Subscription, the Whitewash Waiver and the transactions contemplated under the SK Subscription Agreement which are to be published pursuant to the GEM Listing Rules, the Takeovers Code and any other applicable laws and regulations;
- (9) there being no indication received from the Stock Exchange or the SFC, on or before the Long Stop Date, that any of it will require the listing of the Shares on the GEM be suspended, cancelled or withdrawn immediately after the SK Completion;
- (10) there not having been, at any time from the date of the SK Subscription Agreement up to the SK Completion Date:
 - (i) any adverse change or any development reasonably likely to involve an adverse change in the condition (financial or otherwise) of the Group which is material in the context of the SK Subscription;

- (ii) the occurrence of any event or the existence of any circumstance which would render any of the warranties given by the Company under the SK Subscription Agreement untrue or inaccurate in any material respect; and
 - (iii) the occurrence of any breach of the terms of the SK Subscription Agreement or any undertakings given by the Company as set out therein; and
- (11) the warranties given by the Company under the SK Subscription Agreement remaining true, accurate and not misleading in all respects.

SKCM had the right to waive the SK Conditions as set out in paragraphs (7) to (11) above (both inclusive) at any time before the Long Stop Date in whole or in part by notice in writing to the Company. Save as aforesaid, none of the SK Conditions set out above was capable of being waived by either the Company or SKCM.

Subsequent to the entering into of the SK Subscription Agreement, the Company and SKCM failed to reach the consensus regarding the scope of the due diligence exercise to be conducted and the documents to be provided for such purpose and thus it is unlikely that the SK Conditions as set out in paragraph (7) above can be satisfied. SKCM served a notice of termination (“**Notice of Termination**”) onto the Company in the late evening of 8 August 2015. In the late evening on 10 August 2015, the Company and SKCM entered into the Termination Agreement, which superseded the Notice of Termination, to terminate the SK Subscription Agreement with immediate effect from the date of the Termination Agreement.

The Termination Agreement

Pursuant to the Termination Agreement, each of the Company and SKCM shall be irrevocably released and discharged from all accrued rights and obligations owed by it and claims accruing against it pursuant to the SK Subscription Agreement (whether arising prior to or after the date of the Termination Agreement) or under or in respect of any agreement or arrangement entered into or undertaken pursuant to the SK Subscription Agreement. Neither the Company nor SKCM shall have any claim against the other arising from or in connection with the SK Subscription Agreement or for or by reason of any act, matter or thing relating thereto. All accrued rights and obligations of Shin Kong under the Framework Agreement shall also be released and discharged pursuant to the Termination Agreement.

(B) THE AC SUBSCRIPTION AGREEMENT

Date

3 August 2015

Parties

- (a) The Company (as issuer); and
- (b) Avant Capital (as subscriber).

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the date of this announcement, each of Avant Capital and its ultimate beneficial owner is an Independent Third Party.

AC Subscription Shares

Pursuant to the AC Subscription Agreement, the Company had conditionally agreed to allot and issue, and Avant Capital had conditionally agreed to subscribe for, the AC Subscription Shares at the Subscription Price.

Subscription Price

The Subscription Price per AC Subscription Share is the same as the Subscription Price per SK Subscription Share. Please refer to the paragraph headed “(A) The SK Subscription Agreement and the Termination Agreement – the SK Subscription Agreement – Subscription Price” above for an analysis of the Subscription Price.

The Directors considered that the terms and conditions of the AC Subscription Agreement (including the Subscription Price) were fair and reasonable and were in the interests of the Company and the Shareholders as a whole.

Conditions precedent to the AC Subscription

AC Completion was subject to the following conditions being satisfied:

- (1) the passing of the ordinary resolution(s) by the Independent Shareholders at the SGM approving the AC Subscription Agreement and the allotment and issue of the AC Subscription Shares by the Company;

- (2) the Stock Exchange granting the approval for the listing of, and permission to deal in, the AC Subscription Shares, and such approval not being revoked;
- (3) the compliance with the applicable requirements under the GEM Listing Rules by the Company;
- (4) all necessary consents, approvals, authorisations, waivers, or grant in accordance with any applicable laws, regulations or the respective articles of association or, where applicable, the bye-laws, to be obtained on the part of Avant Capital and its shareholder or on the part of the Company in respect of the AC Subscription and the transactions contemplated thereunder having been obtained; and
- (5) the SK Agreement having become unconditional in accordance with its terms.

None of the AC Conditions set out above was capable of being waived by either the Company or Avant Capital.

Since the SK Subscription Agreement has been terminated by the Termination Agreement, the AC Conditions failed to be satisfied at or before 4:00 p.m. on the Long Stop Date. Accordingly, the AC Subscription Agreement ceased and determined (save and except for the provisions governing the confidentiality obligations and other miscellaneous provisions which shall continue to have full force and effect and any antecedent breach thereto) pursuant to the AC Subscription Agreement.

(C) NEW AC SUBSCRIPTION AGREEMENT

Following the lapse of the AC Subscription Agreement, the Company (as issuer) and Avant Capital (as subscriber) entered into the New AC Subscription Agreement on 12 August 2015.

The number of Shares to be subscribed by Avant Capital, the price at which such Shares are issued and the other terms under which Avant Capital will subscribe for such Shares under the New AC Subscription Agreement are the same with those agreed upon under the AC Subscription Agreement, except that the entering into agreement(s) by the Company for the Possible Fund Raising Exercise within 90 days from the date of the New AC Subscription Agreement and the completion of such Possible Fund Raising Exercise shall be conditions precedent to the completion of the subscription of Shares as contemplated under the New AC Subscription Agreement. Under the terms of the New AC Subscription Agreement, the Possible Fund Raising Exercise will involve the issue of not less than 360,000,000 Shares and not more than 5,760,000,000 Shares by the Company at such price being not less than the

Subscription Price whether by way of subscription by other independent investor(s) or by way of placing of new Shares to independent investors provided that none of the investor, together with party acting in concert with it, will hold 20% or more of the issued share capital of the Company upon completion of such issue of Shares.

The minimum number of Shares and maximum number of Shares that will be issued under the Possible Fund Raising Exercise represent approximately 4.89% and 45.12%, respectively of the issued share capital of the Company as enlarged by the issue of the Shares under the Possible Fund Raising Exercise and the Shares under the New AC Subscription Agreement.

As explained above, the issue of 1,920,000,000 Shares which will be subscribed for under the New AC Subscription Agreement by Avant Capital is conditional upon, among other conditions, the Company having entered into agreement(s) relating to the Possible Fund Raising Exercise and the completion of such Possible Fund Raising Exercise, which conditions are not capable of being waived. Such 1,920,000,000 Shares will represent:

- (a) approximately 15.04% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the maximum number of Shares are issued under the Possible Fund Raising Exercise) and approximately 26.06% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the minimum number of Shares are issued under the Possible Fund Raising Exercise); and
- (b) taking into account the 252,000,000 Shares currently held by Avant Fund, Avant Capital, together with parties acting in concert with it, will hold approximately 17.01% of the issued share capital of the Company upon the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the maximum number of Shares are issued under the Possible Fund Raising Exercise) and approximately 29.48% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the minimum number of Shares are issued under the Possible Fund Raising Exercise).

The new Shares to be issued under the Possible Fund Raising Exercise will be issued to investors who are (i) not connected persons of the Company or any of their respective associates; (ii) independent from and not acting in concert with Avant Capital and parties acting in concert with it. In addition, it is a term of the New AC Subscription Agreement that none of the investors under the Possible Fund Raising Exercise, together with parties acting in concert with it, will hold 20% or more of the issued share capital of the Company upon completion of such issue of Shares under the Possible Fund Raising Exercise.

Avant Capital has also undertaken under the New AC Subscription Agreement that it would not, and would procure that none of the parties acting in concert with it would, subscribe for any new Shares under the Possible Fund Raising Exercise.

On the above basis, no party, together with parties acting in concert with it, will be holding 30% or more of the voting rights of the Company upon completion of the Possible Fund Raising Exercise and the allotment and issue of Shares under the New AC Subscription Agreement.

For details of the New AC Subscription Agreement, please refer to a separate announcement of the Company to be published in relation thereto.

INFORMATION OF THE PARTIES TO THE SUBSCRIPTION AGREEMENTS

The Group

The Group is principally engaged in the provision of scaffolding and fitting out services, management contracting services, other services for construction and buildings work and the money lending business.

In respect of the SK Subscription Agreement

As represented by SKCM, as at the date of this announcement, it is registered as an exempted limited partnership with the Registrar of Exempted Limited Partnerships under the laws of the Cayman Islands and is a private equity fund principally engaged in investments for long term capital growth.

In respect of the AC Subscription Agreement

To the best knowledge and belief of the Directors, as at the date of this announcement, Avant Capital is a company incorporated in Hong Kong with limited liability and is licensed under the SFO to carry out type 4 (advising on securities) and type 9 (asset management) regulated activities in Hong Kong.

As confirmed by each of SKCM and Avant Capital, each of SKCM and Avant Capital is independent from and not acting in concert with each other and no relationship, whether past or present, exists between SKCM and Avant Capital and their respective shareholders and beneficial owners.

GENERAL

As the SK Subscription was terminated and the AC Subscription was lapsed, no SGM will be convened for the purpose of approving the Subscriptions and no circular will be despatched by the Company in respect thereof.

The Directors considered that the Subscriptions originally represented a good opportunity for the Company to raise funds to strengthen its capital base, to improve its financial position for the Company's future development and expansion. The Board considers that the termination of the SK Subscription Agreement and the lapse of the AC Subscription Agreement will not have any material adverse impact on the existing business, operation or financial condition of the Group.

To cater for the funding needs of the Company for the development of the existing and new businesses of the Group, as at the date of this announcement, the Company and Avant Capital have entered into the New AC Subscription Agreement to proceed with the proposed subscription (for details of the New AC Subscription Agreement, please refer to the separate announcement of the Company to be published by the Company in respect of the New AC Subscription Agreement) and the Company is also considering to implement Possible Fund Raising Exercise. As at the date of this announcement, no definitive agreement regarding any of the Possible Fund Raising Exercises has been entered into by the Company. The Company will make further announcement(s) in relation to the Possible Fund Raising Exercises in compliance with the GEM Listing Rules, as and when appropriate.

SUSPENSION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on 4 August 2015 pending the release of this announcement. As the New AC Subscription Agreement has been entered into by the Company and Avant Capital, trading in the Shares on the Stock Exchange will continue to be suspended until the announcement relating to the New AC Subscription Agreement has been published.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

“AC Completion”	completion of the AC Subscription
“AC Conditions”	conditions precedents to the AC Completion

“AC Subscription”	the subscription for the AC Subscription Shares by Avant Capital pursuant to the terms of the AC Subscription Agreement
“AC Subscription Agreement”	the subscription agreement entered into between the Company (as issuer) and Avant Capital (as subscriber) dated 3 August 2015 in relation to the AC Subscription simultaneously with the SK Subscription Agreement, and as amended from time to time
“AC Subscription Shares”	1,920,000,000 new Shares
“acting in concert”	has the meaning as ascribed to it in the Takeovers Code
“associate”	has the meaning as ascribed to it under the GEM Listing Rules
“Avant Capital”	Avant Capital Management (HK) Limited, a corporation licensed under the SFO (Chapter 571 of the Laws of Hong Kong) to carry out type 4 (advising on securities) and type 9 (asset management) regulated activities, being the subscriber under the AC Subscription Agreement and the New AC Subscription Agreement
“Avant Fund”	a fund managed by Avant Capital, which holds 252,000,000 Shares as at the date of this announcement
“Board”	the board of Directors
“Business Day”	a day (excluding a Saturday, Sunday or public holiday and any day on which a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“Company”	WLS Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the issued Shares of which are listed on GEM

“connected person”	has the meaning ascribed thereto in the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“Executive”	has the meaning as ascribed to it under the Takeovers Code
“Framework Agreement”	the legally binding framework subscription agreement dated 19 June 2015 and entered into between the Company (as issuer) and Shin Kong and Avant Capital (as subscribers) in relation to the possible issue of Shares by the Company and where the context requires, as amended by the Supplemental Framework Agreement, details of which are set out in the announcement of the Company dated 23 June 2015
“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”	third party independent of, and not connected with, the Company and its connected persons
“Independent Shareholder”	Shareholders other than (i) SKCM, Avant Capital and the respective parties acting in concert with them; and (ii) those who are involved in or interested in the SK Subscription Agreement or the AC Subscription Agreement, the Subscriptions and/or the Whitewash Waiver, and their respective associates
“Long Stop Date”	30 November 2015

“New AC Subscription Agreement”

the subscription agreement entered into between the Company (as issuer) and Avant Capital (as subscriber) dated 12 August 2015 in relation to the proposed subscription of 1,920,000,000 new Shares at a price of HK\$0.06875 per Share by Avant Capital pursuant to the terms and conditions thereof. The number of Shares falling to be issued under the New AC Subscription Agreement represent (i) approximately 15.04% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the maximum number of Shares are issued under the Possible Fund Raising Exercise) and (ii) approximately 26.06% of the issued share capital of the Company as enlarged by the allotment and issue of the Shares under the New AC Subscription Agreement and the Possible Fund Raising Exercise (assuming the minimum number of Shares are issued under the Possible Fund Raising Exercise)

“Possible Fund Raising Exercise”

the proposed issue of not less than 360,000,000 and not more than 5,760,000,000 Shares by the Company at such price being not less than the Subscription Price whether by way of subscription by other independent investor(s) or by way of placing of new Shares to independent investors provided that (i) none of the investors shall be connected persons of the Company or any of their respective associates; (ii) all investors shall be independent from and not acting in concert with Avant Capital and parties acting in concert with it; and (iii) none of the investors, together with parties acting in concert with it, will hold 20% or more of the issued share capital of the Company upon completion of such issue of Shares. The minimum number of Shares and maximum number of Shares that will be issued under the Possible Fund Raising Exercise represent approximately 4.89% and 45.12%, respectively of the issued share capital as enlarged by the issue of the Shares under the Possible Fund Raising Exercise and the Shares under the New AC Subscription Agreement

“SFC”

the Securities and Futures Commission of Hong Kong

“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“SGM”	a special general meeting of the Company originally proposed to be convened to consider and, if thought fit, approve, among other matters, the terms of the Subscription Agreements, the allotment and issue of the Subscription Shares by the Company respectively under the Specific Mandates and the Whitewash Waiver
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Shin Kong”	Shin Kong Capital Management Inc. (新光資本管理有限公司), a company incorporated in the Cayman Islands with limited liability, being one of the shareholders of the general partner of SKCM and is principally engaged in fund and asset management and provision of financial advisory and other financial services. The principal place of business of Shin Kong is in Taiwan
“SKCM”	SKCM TMT I, L.P., an exempted limited partnership registered in the Cayman Islands, being the subscriber under the SK Subscription Agreement
“SK Completion”	completion of the SK Subscription
“SK Completion Date”	the date originally scheduled for the SK Completion, which shall be the fifth Business Day after the last outstanding SK Condition (other than those condition(s) precedent which can only be fulfilled upon the SK Completion) shall have been fulfilled (or such other date as may be agreed by the Company and SKCM in writing)
“SK Conditions”	conditions precedent to the SK Completion

“SK Subscription”	the subscription for the SK Subscription Shares by SKCM pursuant to the terms of the SK Subscription Agreement
“SK Subscription Agreement”	the subscription agreement entered into between the Company (as issuer) and SKCM (as subscriber) dated 3 August 2015 in relation to the SK Subscription simultaneously with the AC Subscription Agreement, and as terminated by the Termination Agreement
“SK Subscription Shares”	5,760,000,000 new Shares
“Specific Mandates”	collectively, the specific mandates for the allotment and issue of the SK Subscription Shares and the AC Subscription Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Agreements”	collectively, the SK Subscription Agreement and the AC Subscription Agreement
“Subscriptions”	collectively, the SK Subscription and the AC Subscription
“Subscription Price”	the subscription price of HK\$0.06875 per Subscription Share
“Subscription Shares”	collectively, the SK Subscription Shares and the AC Subscription Shares
“Supplemental Framework Agreement”	the supplemental agreement dated 22 June 2015 to the Framework Agreement and entered into between the Company (as issuer) and Shin Kong and Avant Capital (as subscribers)
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“Termination Agreement”	the termination agreement entered into between the Company (as issuer) and SKCM (as subscriber) dated 10 August 2015 for the termination of the SK Subscription

“Whitewash Waiver” a waiver as might be granted by the Executive to SKCM pursuant to Note 1 of the Notes on the dispensations from Rule 26 of the Takeovers Code of the obligation of SKCM to make a mandatory general offer to acquire all securities of the Company not already owned by SKCM and parties acting in concert with it in accordance with the Takeovers Code as a result of the SK Completion, as originally contemplated under the SK Subscription Agreement

“HK\$” Hong Kong dollars, the lawful currency of Hong Kong

“%” per cent.

On behalf of the Board
WLS Holdings Limited
So Yu Shing
Chairman

Hong Kong, 12 August 2015

As at the date of this announcement, the Board comprises Dr. So Yu Shing (Chairman and Executive Director), Mr. Kong Kam Wang (Executive Director and Chief Executive Officer), Ms. Lai Yuen Mei, Rebecca (Executive Director), Mr. So Wang Chun, Edmond (Executive Director), Mr. Ng Tang (Executive Director), Mr. Yuen Chun Fai (Executive Director), Mr. Law Man Sang (Independent Non-executive Director), Mr. Chan Ngai Sang, Kenny (Independent Non-executive Director) and Mr. Ong Chi King (Independent Non-executive Director).

All Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than that relating to SKCM, Avant Capital and parties acting in concert with each of them) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by SKCM, Avant Capital and parties acting in concert with each of them) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.

The general partner of SKCM (being, SKCM TMT GP CO., LTD., legally owned by Shin Kong, Mr. Lee Sze-wai and Mr. Kan Siu-lun, Philip) and its directors, being Mr. Chiang Chun-Yi, Mr. Lee Sze-wai and Mr. Kan Siu-lun, Philip, jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than that relating to the Company or Avant Capital and parties acting in concert with it) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Directors, the Company and Avant Capital and parties acting in concert with it) have been arrived at after due and careful consideration and there are no other facts no contained in this announcement, the omission of which would make any statement in this announcement misleading.

The directors of Avant Capital, being Mr. Jook Chun Kui, Raymond, Ms. Jook Jessica Pui Han and Mr. Ma Kin Fan Kent, jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than that relating to the Company or SKCM and parties acting in concert with it) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Directors, the Company and SKCM and parties acting in concert with it) have been arrived at after due and careful consideration and there are no other facts no contained in this announcement, the omission of which would make any statement in this announcement misleading.

This announcement will remain on the GEM's website at www.gem.com on the "Latest Company Announcements" page for at least seven days from the day of its posting and on the website of the Company at www.wls.com.hk.