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CHINA FORDOO HOLDINGS LIMITED

中國虎都控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2399)

ISSUE OF 8% CONVERTIBLE BOND IN THE PRINCIPAL AMOUNT OF HK\$60,000,000 DUE 2024

ISSUE OF CONVERTIBLE BOND

The Board is pleased to announce that, on 8 June 2022 (after trading hours of the Stock Exchange), the Company (as issuer) entered into the Subscription Agreement with the Investor (as subscriber), pursuant to which the Company conditionally agreed to issue the Convertible Bond in the principal amount of HK\$60,000,000 to the Investor. The net proceeds from the Subscription will be used by the Group for future business development, repayment of debts and general working capital.

The Convertible Bond will bear interest at the rate of 8% per annum on the outstanding principal amount of the Convertible Bond and the Investor will have the right, but not the obligation, to convert all or any part of the outstanding principal amount of the Convertible Bond at any time during the Conversion Period. The initial Conversion Price will be HK\$0.60 per Conversion Share, subject to any adjustment from time to time.

Assuming the outstanding aggregate principal amount of the Convertible Bond is HK\$60,000,000, upon full exercise of the conversion rights attaching to the Convertible Bond at the Conversion Price of HK\$0.60 per Share, the Investor will receive 100,000,000 Shares, representing approximately 4.78% of the existing issued share capital of the Company and approximately 4.56% of the issued share capital of the Company as enlarged by 100,000,000 Conversion Shares to be issued upon full conversion of the Convertible Bond.

GENERAL

The obligation of the Investor to subscribe and pay for the CB Consideration Amount is conditional on, among others, the Listing Committee of the Stock Exchange having granted its approval regarding the listing of, and a permission to deal in, all the possible Conversion Shares. The Conversion Shares will be issued and allotted under the General Mandate granted to the Directors by the Shareholders.

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

Shareholders and potential investors should be aware of and take note that CB Closing is conditional upon satisfaction of certain conditions precedent as set out in the section headed "B. The Subscription Agreement — CB Closing Conditions" in the announcement and may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.

A. INTRODUCTION

The Board is pleased to announce that, on 8 June 2022 (after trading hours of the Stock Exchange), the Company (as issuer) entered into the Subscription Agreement with the Investor (as subscriber), pursuant to which the Company conditionally agreed to issue the Convertible Bond in the principal amount of HK\$60,000,000 to the Investor. The net proceeds from the Subscription will be used by the Group for future business development, repayment of debts and general working capital.

The Convertible Bond will bear interest at the rate of 8% per annum on the outstanding principal amount of the Convertible Bond and the Investor will have the right, but not the obligation, to convert all or any part of the outstanding principal amount of the Convertible Bond at any time during the Conversion Period (as defined thereafter). The initial Conversion Price will be HK\$0.60 per Conversion Share, subject to any adjustment from time to time.

As at the date of this announcement, based on the information provided by the Investor, the Investor is directly wholly-owned by Ms. Cheng Cong. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Investor and its ultimate beneficial owner are independent of and not connected with the Company and its connected persons (as defined in the Listing Rules).

Assuming the outstanding aggregate principal amount of the Convertible Bond is HK\$60,000,000, upon full exercise of the conversion rights attaching to the Convertible Bond at the Conversion Price of HK\$0.60 per Share, the Investor will receive 100,000,000 Shares, representing approximately 4.78% of the existing issued share capital of the Company and approximately 4.56% of the issued share capital of the Company as enlarged by 100,000,000 Conversion Shares to be issued upon full conversion of the Convertible Bond.

B. THE SUBSCRIPTION AGREEMENT

The principal terms of the Subscription Agreement are as follows:

Date: 8 June 2022 (after trading hours of the Stock Exchange)

Issuer: the Company

Subscriber: the Investor

Issue of the

Convertible Bond:

Pursuant to the Subscription Agreement, the Company will, subject to the conditions as set out in the Subscription Agreement, issue the Convertible Bond to the Investor.

CB Consideration Amount:

The amount of HK\$60,000,000 minus the amount representing the costs and expenses incurred by the Investor up to and including the CB Closing Date, to be borne by the Company under the terms of the Subscription Agreement, as notified by the Investor to the Company no later than one (1) Business Day prior to the CB Closing Date.

CB Closing Conditions:

Completion of the issuance and subscription of the Convertible Bond is conditional upon:

- (1) the Listing Committee of the Stock Exchange having granted its approval regarding the listing of, and a permission to deal in, all the possible Conversion Shares to be issued by the Company pursuant to the CB Instrument:
- (2) all necessary regulatory filings, notifications and approvals to the relevant government authorities to enter into the Transaction Documents and perform the Company's obligations thereunder having been made and obtained, and such filings, notifications and approvals remaining valid and effective, and no government authority having taken or initiated any action which would prohibit the transactions contemplated under the Transaction Documents:
- (3) since the date of the Subscription Agreement, there having been, in the opinion of the Investor, no material adverse change;
- (4) there having been no event of default, and no event of default would result from the proposed issue of the Convertible Bond by the Company to the Investor;

- (5) all obligations under the Transaction Documents required to be performed by the Company on or before the CB Closing Date having been performed, and no breach of any provision of any Transaction Document by the Company; and
- (6) the Investor having performed all necessary external, internal and corporate approvals and checks under all applicable laws regarding the Transaction Documents, including but not limited to its investment committee approval, anti-money laundering checks and know-your-client checks.

(the "CB Closing Conditions")

provided that the Investor may, at its discretion, waive satisfaction of any of the CB Closing Conditions (except conditions (1) and (2)).

If the CB Closing Conditions are not either waived or satisfied, as the case may be, by 10:00 a.m. on the Long Stop Date or such later date as may be agreed between the Company and the Investor, this Agreement shall automatically terminate and no party will have any claim against the other for costs, damages, compensation or otherwise.

C. PRINCIPAL TERMS OF THE CONVERTIBLE BOND

The terms of the Convertible Bond have been negotiated between the Company and the Investor on an arm's length basis. The principal terms of the Convertible Bond are summarized below:

Issuer: the Company

Principal Amount: HK\$60,000,000

Issue Price: HK\$60,000,000

Interest: 8% per annum

Default interest: In the case of an event of default where the Company fails to

pay any amount in respect of the Convertible Bond on the relevant due date for payment, a default interest shall accrue on the aggregate unpaid principal and/or interest amount from the relevant due date of such unpaid amount until the date on which such unpaid amount is settled in full at a compound rate

of 1% per month.

In the case of any other events of default, the default interest shall accrue on the total outstanding principal amount of the Convertible Bond from the date on which such event of default occurs until the date on which such event of default has been fully remedied at a compound rate of 1% per month.

Form and denomination:

The Convertible Bond will be issued in registered form and in a minimum denomination of HK\$1,000,000 and integral multiples thereof (each, an "Authorised Holding").

CB Maturity Date:

The date falling on the second anniversary of the date on which the Convertible Bond is issued in accordance with the Subscription Agreement and the CB Instrument (the "CB Issue Date"), or if such date is not a Business Day, the Business Day immediately following such date.

Transfer, redemption and conversion by the CB Holder:

Save and except during certain closed periods, a CB Holder may at any time transfer, redeem or convert the Convertible Bond in accordance with certain conditions.

Conversion rights:

Each CB Holder has the right to convert any or all of the Convertible Bond (in full or in part) into fully-paid Shares to be issued by the Company and listed and traded on the Stock Exchange at the CB Holder's election at any time during the Conversion Period provided that: (i) a Convertible Bond may not be converted unless the principal amount of CB converted is an Authorised Holding, except where the conversion relates to a CB Holder's entire holding of Convertible Bond; (ii) any Convertible Bond may not be converted if such conversion triggers a mandatory offer obligation under the Codes on Takeovers and Mergers and Share Buy-backs ("Takeovers Code") on the part of the CB Holder which exercised the Conversion Rights; and (iii) any Convertible Bond may not be converted if such conversion would result in the Company's non-compliance with the minimum public shareholding requirement stipulated under the Listing Rules or the Takeovers Code.

The "Conversion Period" means the period beginning on, and including, first anniversary of the CB Issue Date or such later date as may be agreed by the Investor and the Company in writing and ending on, and including, the earlier to occur of:

(i) 5:00 p.m. on the day which is five (5) Business Days before the CB Maturity Date; and

(ii) if such Convertible Bond have been called for redemption before the CB Maturity Date upon occurrence of an event of default, 5:00 p.m. on the date of the default redemption notice.

provided, however, that:

- (a) if the Company shall default in making payment in full in respect of such Convertible Bond on the date fixed for redemption thereof, any Convertible Bond is not redeemed on the CB Maturity Date, or any Convertible Bond has become due and payable prior to the CB Maturity Date by reason of the occurrence of an event of default, the relevant Conversion Period shall continue up to and including the date upon which the full amount of the moneys payable in respect of such Convertible Bond has been duly received by the CB Holder; and
- (b) in any such case, if the last day of the Conversion Period would otherwise be a day which is not a Trading Day, the last day of the Conversion Period shall be the immediately preceding Trading Day.

Conversion Price:

The initial Conversion Price will initially be HK\$0.60 per Conversion Share, subject to adjustment.

Adjustments to Conversion Price:

The Conversion Price will be subject to adjustments upon the occurrence of the following events:

- (i) capital distribution;
- (ii) bonus issues;
- (iii) alteration of nominal value of the Shares;
- (iv) rights issue of Shares, Share-related securities or rights in respect of Shares or Share-related securities to Shareholders at a consideration which is less than 80% of the average of the closing prices of the Shares for the five consecutive Trading Days ending on the Trading Day immediately preceding the relevant date for such event(s);
- (v) issue or grant of Shares at below 80% of the average of the closing prices of the Shares for the five consecutive Trading Days ending on the Trading Day immediately preceding the relevant date for such event; and

(vi) issue of Share-related securities to any person or entity other than Shareholders at below 80% of the average of the closing prices of the Shares for the five consecutive Trading Days ending on the Trading Day immediately preceding the relevant date for such event.

Ranking:

The Conversion Shares will rank pari passu with the Shares then in issue, including the right to receive all dividends and distributions which may thereafter be declared, made or paid from time to time.

Redemption:

(1) Redemption at maturity

Unless previously redeemed, converted or purchased and cancelled, the Company shall redeem all the outstanding Convertible Bond held by a CB Holder on the CB Maturity Date at an amount equal to the aggregate principal amount of the outstanding Convertible Bond and any accrued but unpaid interest on such outstanding Convertible Bond.

(2) Default Redemption

Upon the occurrence of an event of default, the CB Holder may elect to require the Company to redeem such Convertible Bond held by the CB Holder at an amount equal to the aggregate principal amount of the outstanding Convertible Bond and any accrued but unpaid interest on such outstanding Convertible Bond.

At the same time when such redemption amount is due and payable, the Company shall also pay such CB Holder any taxes, fees, costs, charges, duties and expenses due under the Transaction Documents in respect of the Convertible Bond.

The events of default includes, among others, (i) the Company fails to pay any amount of principal in respect of the CB on the due date for payment thereof or fails to pay any amount of interest or any other amount in respect of or in connection with the CB on the due date for payment thereof; (ii) the Company defaults in the performance or observance of any term of any Transaction Documents which is binding on it, or of its other obligations under or in respect of the CB or any Transaction Document; and (iii) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Group.

(3) Redemptions by the Company

The Company may voluntarily redeem all or any part of the Convertible Bonds at any time following the CB Issue Date and prior to the CB Maturity Date by repaying the CB holder(s) the principal amount of all or part of the Convertible Bond to be redeemed as may be determined by the Company together with the accrued but unpaid interest after serving at least seven (7) days' prior written notice on the CB Holder with the total amount proposed to be redeemed from the CB Holder specified therein.

Voting rights:

The CB Holder will not be entitled to attend or vote at any meeting of the Company by reason only of it being the holder of the Convertible Bond. The Conversion Shares will rank *pari passu* in respect of voting rights with all other Shares then in issue.

Listing:

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

Status of the Convertible Bond:

The Convertible Bond shall constitute direct, unsecured, unsubordinated and unconditional obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves.

D. REASONS FOR AND BENEFITS OF ENTERING INTO THE SUBSCRIPTION AGREEMENT, THE ISSUE OF THE CONVERTIBLE BOND AND THE USE OF PROCEEDS

The Directors consider the entering into of the Subscription Agreement and the issue of the Convertible Bond by the Company represents a good opportunity to raise additional funds to strengthen the financial position and liquidity of the Group and meet any future development and financial obligations at a reasonable cost.

The gross proceeds of the issue of the Convertible Bond are estimated to be approximately HK\$60,000,000. The net proceeds of the issue of the Convertible Bond (after deduction of relevant expenses) will be approximately HK\$58,320,000. The net proceeds from the Subscription will be used by the Group for future business development, repayment of debts and general working capital.

The Directors (including independent non-executive Directors) consider that the Transaction Documents and the Subscription contemplated thereunder are on normal commercial terms determined after arm's length negotiations among the parties, fair and reasonable and in the interests of the Company and the Shareholders as whole.

E. COMPARISON OF THE CONVERSION PRICE

The initial Conversion Price of HK\$0.60 per Conversion Shares represents:

- (a) a premium of approximately 5.26% to the closing price of the Share of HK\$0.57 as quoted on the Stock Exchange on the Trading Day immediately prior to the date of the Subscription Agreement; and
- (b) a premium of approximately 5.26% to the average closing price of the Share of HK\$0.57 as quoted on the Stock Exchange for the last five consecutive Trading Days immediately prior to the date of the Subscription Agreement.

The initial Conversion Price of HK\$0.60 per Conversion Share was determined on an arm's length basis between the Company and the Investor with reference to, among other things, the performance of the Shares on the Stock Exchange. The Directors are of the view that the terms of each of the Subscription Agreement and the CB Instrument are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

F. ISSUE OF CONVERSION SHARES UNDER THE GENERAL MANDATE

Based on the principal amount of HK\$60,000,000 of the Convertible Bond and the initial Conversion Price of HK\$0.60, the Company will issue up to 100,000,000 Conversion Shares upon exercise of the conversion right attaching to the Convertible Bond. Accordingly, the maximum aggregate nominal value of the Conversion Shares will be HK\$250,000.

The Conversion Shares will be issued and allotted under the General Mandate granted to the Directors at the 2021 AGM. As at the date of this announcement, 168,418,000 Shares have been allotted and issued pursuant to the General Mandate. The remaining balance of the General Mandate as at date of this announcement is 216,302,000 Shares. For further details of the previous subscriptions, please refer to the announcements of the Company dated 18 October 2021, 26 October 2021, 24 December 2021 and 31 December 2021.

Application will be made by the Company to the Stock Exchange to approve the issue of the Convertible Bond and to the Listing Committee of the Stock Exchange for the granting of the approval for the listing of, and permission to deal in, the Conversion Shares, to be issued upon the exercise of the Convertible Bond.

G. FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

Apart from the fund raising activities mentioned below, the Company has not conducted any other fund raising exercise in the past twelve months immediately before the date of this announcement.

Date of announcement	Fund raising activity	Net proceeds	Intended use of net proceeds	Actual use of net proceeds
18 October 2021	Issue of 37,087,000 new shares under General Mandate at the subscription price of HK\$0.614 per Subscription Share	Approximately HK\$22.5 million	For future business development and general working capital	The amounts of HK\$4.3 million and HK\$18.2 million were fully utilised for future business development and general working capital, respectively
24 December 2021	Issue of 109,090,000 new shares under General Mandate at the subscription price of HK\$0.550 per Subscription Share	Approximately HK\$72.0 million	For future business development and repayment of debts	The amounts of HK\$24.6 million and HK\$17.7 million were utilised for future business development and repayment of debts, respectively. It is expected that the remaining proceeds will be fully utilised by 2022

H. INFORMATION ON THE GROUP AND THE INVESTOR

The Group is principally engaged in (i) the sales of menswear apparel and brand licensing in the PRC; and (ii) the sales of industrial products to customers located in Saudi Arabia.

The Investor is a company incorporated under the laws of BVI with limited liability and principally engaged in investment holding. As at the date of this announcement, to the best knowledge, information and belief of the Directors, the Investor is directly whollyowned by Ms. Cheng Cong, who is independent of and not connected with the Company and its connected persons (as defined in the Listing Rules). Pursuant to the information provided by Ms. Cheng Cong, she is an investor and mainly engaged in, among others, the e-commerce business in the PRC.

I. EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

The following table shows the shareholding structure immediately before and after the exercise in full of the conversion rights attaching to the Convertible Bond at the initial Conversion Price of HK\$0.60 per Share, assuming the outstanding aggregate principal amount of the Convertible Bond is HK\$60,000,000.

Shareholders	As at the date of this announcement		Immediately after full conversion of the Convertible Bond at the initial Conversion Price of HK\$0.60	
	No. of Shares	Approximate %	No. of Shares	Approximate %
Everkept				
Limited ⁽¹⁾	389,350,000	18.61	389,350,000	17.76
Wang Xiu Hua	256,742,000	12.27	256,742,000	11.71
Equal Plus				
Limited ⁽²⁾	193,852,000	9.27	193,852,000	8.84
The Investor			100,000,000	4.56
Other				
Shareholders	1,252,074,000	59.85	1,252,074,000	57.13
Total	2,092,018,000	100.00	2,192,018,000	100.00

Note:

- (1) Everkept Limited ("Everkept") is the direct beneficial owner of 389,350,000 Shares. Everkept is owned as to 70% by Mr. Kwok Kin Sun, the chairman of the Board and an executive Director. By virtue of SFO, Mr. Kwok Kin Sun is deemed to be interested in all the Shares held by Everkept. Under the SFO, Ms. Wong Tung Yam, the spouse of Mr. Kwok Kin Sun, is deemed to be interested in all the Shares in which Mr. Kwok Kin Sun is interested. As at the date of this announcement, Everkept pledged a total 389,350,000 Shares to Donghai International Financial Holdings Company Limited. ("Donghai International") 東海證券股份有限公司, being the controlling shareholder of Donghai International, is deemed to be interested in all the Shares in which Donghai International is interested by virtue of the SFO.
- (2) Equal Plus Limited ("**Equal Plus**") is the direct beneficial owner of 193,852,000 Shares. Equal Plus is wholly-owned by Mr. Kwok Hon Fung, an executive Director, the chief executive officer of the Group and the son of Mr. Kwok Kin Sun. By virtue of SFO, Mr. Kwok Hon Fung, is deemed to be interested in all the Shares held by Equal Plus.

J. GENERAL

Shareholders and potential investors should be aware of and take note that CB Closing is conditional upon satisfaction of certain conditions precedent as set out in the section headed "B. The Subscription Agreement — CB Closing Conditions" in the announcement and may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.

K. DEFINITIONS

Unless the context requires otherwise, the following words and phrases used in this announcement have the following meanings:

"2021 AGM" the annual general meeting of the Company held on 1

June 2021 at which, among other things, the General

Mandate was granted to the Directors;

"Board" The board of Directors;

"Business Day" a day on which commercial banks and foreign exchange

markets settle payments in the Cayman Islands and Hong Kong, excluding any day in Hong Kong on which a typhoon signal number 8 or above or a "black"

rainstorm warning is hoisted;

"BVI" the British Virgin Islands;

"CB Closing Date" the date which is not later than the third (3rd) Business

Day after, and excluding, the date upon which the last of the CB Closing Conditions has been satisfied or waived (or if already satisfied/waived before such date, remain satisfied or waived as of such date), or such

other date as the parties may agree in writing;

"CB Consideration Amount" the amount in HK\$ equal to HK\$60,000,000 minus the

amount in HK\$ representing the costs and expenses incurred by the Investor up to and including the CB Closing Date, to be borne by the Company under the terms of the Subscription Agreement, as notified by the Investor to the Company not later than one (1) Business

Day prior to the CB Closing Date;

"CB Default Redemption

Notice"

a redemption notice issued by the CB Holder to require the Company to redeem all or any Convertible Bond

upon the occurrence of an event of default;

"CB Holder(s)" the registered holder(s) of the Convertible Bond;

"CB Instrument" the convertible bond instrument to be executed by the

Company pursuant to the Subscription Agreement

constituting the Convertible Bond;

"CB Maturity Date" the date falling on the second anniversary of the CB

Issue Date, or if such date is not a Business Day, the

Business Day immediately following such date;

"Company"

China Fordoo Holdings Limited (中國虎都控股有限公司), a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 2399);

"connected person(s)"

has the same meaning as ascribed to it under the Listing Rules;

"Control"

the power of a person to secure that the affairs of another person are conducted directly or indirectly in accordance with the wishes of that first person by means of being the beneficial owner of more than 30% of the voting rights of that other person, or having the right to appoint or remove a majority of the members of or otherwise control the votes at the board of directors (or its equivalent) of that other person, and "Controlling" and "Controlled" shall be construed accordingly;

"Conversion Price"

The price at which the Conversion Shares will be issued upon conversion of the Convertible Bond;

"Conversion Shares"

Shares fall to be allotted and issued upon the exercise of the conversion rights attaching to the Convertible Bond;

"Convertible Bond"

HK\$60,000,000 8% convertible Bond of the Company due 2024 constituted by the CB Instrument, or as the context may require, any portion of it;

"Directors"

the directors of the Company;

"General Mandate"

the existing general mandate from the shareholders of the Company granted to the Directors at the 2021 AGM to allot and issue Shares (including the issue of any securities convertible into Shares, or options, warrants or similar rights to subscribe for any Shares) up to an aggregate number of Shares not exceeding 20% of the number of Shares in issue as at 1 June 2021, in accordance with the relevant provisions of the Listing Rules;

"Group"

the Company and its subsidiaries;

"HK\$"

Hong Kong dollars, the lawful currency of Hong Kong;

"Hong Kong"

the Hong Kong Special Administrative Region of the People's Republic of China;

"Investor" Asia Glory International Development Limited, a

company incorporated under the laws of BVI with

limited liability;

"Long Stop Date" the date falling three (3) weeks from the date of the

Subscription Agreement (or such later date as may be agreed by the Investor and the Company in writing);

"Listing Rules" The Rules Governing the Listing of Securities;

"SFO" The Securities and Futures Ordinance (Chapter 571 of

the Laws of Hong Kong);

"Shareholder(s)" holder(s) of the issued Share(s);

"Share(s)" ordinary share(s) of nominal value of HK\$0.0025 each

in the share capital of the Company;

"Stock Exchange" The Stock Exchange of Hong Kong Limited;

"Subscription" the subscription and issue of the Convertible Bond

pursuant to the Subscription Agreement;

"Subscription Agreement" the conditional subscription agreement dated 8 June

2022 and entered into between the Company as issuer and the Investor as subscriber in respect of the issue of

the Convertible Bond;

"Trading Day(s)" a day when the Stock Exchange is open for dealing

business, provided that no closing price is reported for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any

period of dealing days;

"Transaction Documents" collectively, the Subscription Agreement and the CB

Instrument; and

"%" per cent.

By order of the Board
China Fordoo Holdings Limited
Kwok Kin Sun

Chairman and Executive Director

Hong Kong, 8 June 2022

As at the date of this announcement, the executive Directors are Mr. Kwok Kin Sun, Mr. Kwok Hon Fung, and Mr. Peng Zuncheng; and the independent non-executive Directors are Mr. Cheung Chiu Tung, Mr. Poon Yick Pang Philip and Mr. Ma Yu-heng.

Website: www.fordoo.cn