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## **Qualipak International Holdings Limited**

**確利達國際控股有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 1332)**

# **SUPPLEMENTAL PLACING AGREEMENT IN RELATION TO PLACING OF UNLISTED WARRANTS UNDER GENERAL MANDATE**

On 29 April 2015 (after trading hours), the Company and the Placing Agent entered into a Supplemental Placing Agreement (as defined below), pursuant to which the parties agreed to vary certain terms and conditions of the Warrants by, among other things, (i) revising the adjustment events of the Subscription Price so that adjustment will only be made on the events of share consolidation and share subdivision; and (ii) incorporate a new condition to the exercise of the Subscription Rights (as defined below) conferring a new right on the Company to request such subscription rights attaching to the Warrants which has not been exercised prior to expiry of the Subscription Period (as defined below) be fully exercised by the warrant holders upon the expiry of the Subscription Period.

Save for the above variations, (i) there are no other material changes to the terms and conditions of the Warrants; and (ii) all other terms and conditions of the Placing Agreement shall remain unchanged and continue to be in full force and effect.

## THE SUPPLEMENTAL PLACING AGREEMENT

Reference is made to the announcement of the Company dated 21 April 2015 (the “**Announcement**”) in relation to, among other things, private placement of the Warrants procured by the Placing Agent to selected professional investors on the terms and conditions set out in the Placing Agreement. Capitalised terms used herein shall have the same meanings as those defined in the Announcement unless defined herein otherwise.

On 29 April 2015 (after trading hours), the Company and the Placing Agent entered into a supplemental agreement to the Placing Agreement (the “**Supplemental Placing Agreement**”), pursuant to which the parties agreed to vary certain terms and conditions of the Warrants by, among other things, (i) revising the adjustment events of the Subscription Price so that adjustment will only be made on the events of share consolidation and share subdivision; and (ii) incorporate a new condition to the exercise of the Subscription Rights conferring a new right on the Company to request such subscription rights attaching to the Warrants which has not been exercised prior to expiry of the subscription period (the “**Subscription Period**” means the period of 24 months after the issue of Warrants) be fully exercised by the warrant holders upon expiry of the Subscription Period.

Set out below is a table summarising the principal variations to the terms of the Warrants under the Supplemental Placing Agreement (“**Amendments**”):-

	<b>Existing terms</b>	<b>Amended terms</b>
Adjustments to the Subscription Price	The initial Subscription Price of the Warrants are subject to customary anti-dilutive adjustments in certain events, including, among other things, share consolidation, share subdivision, capitalisation issue, capital distribution, rights issue and further issue of shares or convertible securities with conversion price less than the then market price provided that the Subscription Price shall not at any time fall below the par value of the Shares.	The initial Subscription Price of the Warrants are subject to adjustments in share consolidation and share subdivision only.

### Existing terms

### Amended terms

Exercise of  
Subscription Rights

Subject to certain provisions, the warrant holders shall have the right, which may be exercised in whole or in part, but not in respect of a fraction of a Share, at any time during the Subscription Period, to subscribe in cash the whole or part, in integral multiples of the Subscription Price for the time being, of the exercise moneys for fully paid Shares at the Subscription Price per Share. Any subscription rights (“**Subscription Rights**” means the rights of the warrant holders represented by the Warrants to subscribe for Shares pursuant to the Warrants) which have not been exercised upon the expiry of the Subscription Period shall lapse and thereupon the Warrants and the Warrant certificates shall cease to be valid for any purpose whatsoever.

Subject to certain provisions, the warrant holders shall have the right, which may be exercised in whole or in part, but not in respect of a fraction of a Share, at any time during the Subscription Period, to subscribe in cash the whole or part, in integral multiples of the Subscription Price for the time being, of the exercise moneys for fully paid Shares at the Subscription Price per Share. Any Subscription Rights which have not been exercised upon the expiry of the Subscription Period shall be subject to the Mandatory Exercise Rights. “**Mandatory Exercise Rights**” means the mandatory exercise rights exercisable by the Company to request all warrant holders who hold any unexercised Warrants prior to the expiry of the Subscription Period to exercise the Subscription Rights of the whole of the Warrants held by such warrant holders to subscribe for the Shares at the Subscription Price.

Save for the above variations, (i) there are no other material changes to the terms and conditions of the Warrants; and (ii) all other terms and conditions of the Placing Agreement shall remain unchanged and continue to be in full force and effect.

The Company considers that the Amendments as stated above could ensure the General Mandate is sufficient to cover the Warrant Shares to be issued upon exercise of the Warrants and that the Placees will exercise their Subscription Rights during the Subscription Period given the fact that the Company shall have the right to compel the warrant holders to exercise the Subscription Rights. Based on the above, the Directors are of the views that the Amendments, which were determined after arm's length negotiations between the Company and the Placing Agent, are fair and reasonable and the entering into of the Supplemental Placing Agreement is in the overall interests of the Company and the Shareholders as a whole.

By order of the Board  
**Qualipak International Holdings Limited**  
**Lam How Mun Peter**  
*Chairman*

Hong Kong, 29 April 2015

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

*Executive Directors*

Ms. Poon Ho Yee Agnes (*Managing Director*)

Ms. Sun Dixie Hui

*Non-executive Director*

Dr. Lam How Mun Peter (*Chairman*)

*Independent Non-executive Directors*

Mr. Chan Sze Hung

Mr. Ha Kee Choy Eugene

Mr. To Shing Chuen