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*The Company does not intend to make any public offering of securities in the United States. None of the Notes will be offered to the public in Hong Kong and none of the Notes will be placed to any connected persons of the Company.*

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**China Hongqiao Group Limited**

**中國宏橋集團有限公司**

*(Incorporated under the laws of the Cayman Islands with limited liability)*

**(Stock Code: 01378)**

**ISSUANCE OF US\$400,000,000 7.625% SENIOR NOTES DUE 2017**

Reference is made to the announcement of the Company dated June 16, 2014 in respect of the Notes Issue.

On June 19, 2014, the Company and the Subsidiary Guarantors entered into the Purchase Agreement with Deutsche Bank, ANZ, Crédit Agricole CIB, Morgan Stanley, Barclays and The Royal Bank of Scotland in connection with the issue of 7.625% senior notes due 2017 in the aggregate principal amount of US\$400,000,000.

The estimated net proceeds of the Notes Issue, after deduction of the underwriting discounts and commission and other estimated expenses, will amount to approximately US\$392 million. The Company expects that the net proceeds from this offering will be used primarily for refinancing certain existing indebtedness of the Company with the remainder for general corporate purposes.

Approval in-principle has been obtained for listing of the Notes on the SGX-ST. Admission of the Notes to the SGX-ST is not to be taken as an indication of the merits of the Company, its subsidiaries or the Notes.

Reference is made to the announcement of the Company dated June 16, 2014 in respect of the Notes Issue. The Board is pleased to announce that on June 19, 2014, the Company and the Subsidiary Guarantors entered into the Purchase Agreement with Deutsche Bank, ANZ, Crédit Agricole CIB, Morgan Stanley, Barclays and The Royal Bank of Scotland, in connection with the Notes Issue in the aggregate principal amount of US\$400,000,000.

## **THE PURCHASE AGREEMENT**

**Date:** June 19, 2014

### **Parties to the Purchase Agreement**

- a) the Company as the issuer;
- b) the Subsidiary Guarantors;
- c) Deutsche Bank;
- d) ANZ;
- e) Crédit Agricole CIB;
- f) Morgan Stanley;
- g) Barclays; and
- h) The Royal Bank of Scotland.

Deutsche Bank is the sole global coordinator in respect of the Notes Issue, and Deutsche Bank, ANZ, Crédit Agricole CIB, Morgan Stanley, Barclays and The Royal Bank of Scotland are the joint bookrunners and joint lead managers in respect of the Notes Issue. They are also the initial purchasers of the Notes.

The Notes have not been and will not be registered under the Securities Act, and may not be offered, sold or delivered within the United States. The Notes will only be offered outside the United States, in compliance with Regulation S under the Securities Act. None of the Notes will be offered to the public in Hong Kong and none of the Notes will be placed to any connected persons of the Company.

## **Principal terms of the Notes**

### *Notes Offered*

Subject to certain conditions to completion, the Company will issue the Notes in the aggregate principal amount of US\$400,000,000 which will mature on June 26, 2017, unless earlier redeemed pursuant to the terms thereof.

### *Offer Price*

The Offer Price of the Notes will be 100.00% of the principal amount of the Notes.

### *Interest*

The Notes will bear interest from and including June 26, 2014 at the rate of 7.625% per annum, payable semi-annually in arrears on June 26 and December 26 of each year, commencing December 26, 2014.

### *Ranking of the Notes*

The Notes are:

- general obligations of the Company;
- senior in right of payment to any existing and future obligations of the Company expressly subordinated in right of payment to the Notes;
- at least *pari passu* in right of payment with all other unsecured, unsubordinated indebtedness of the Company (subject to any priority rights of such unsubordinated indebtedness pursuant to applicable law);
- guaranteed by the Subsidiary Guarantors on a senior basis, subject to several limitations;
- effectively subordinated to the secured obligations of the Company, the Subsidiary Guarantors, to the extent of the value of the assets serving as security therefor, including the obligations under the J.P. Morgan Facility Agreements; and

- effectively subordinated to all existing and future obligations of the subsidiaries of the Company which do not guarantee the Notes.

### *Events of default*

The events of default under the Notes include, among other things:

- (1) default in the payment of principal of (or premium, if any, on) the Notes when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise;
- (2) default in the payment of interest or certain payment in respect of withholding or deduction, (if any) on any Note when the same becomes due and payable, and such default continues for a period of 30 consecutive days;
- (3) default in the performance or breach of certain provisions of the covenants under the Indenture;
- (4) the Company or certain of its subsidiaries defaults in the performance of or breaches any other covenant or agreement in the Indenture or under the Notes (other than a default specified in (1), (2) or (3) above) and such default or breach continues for a period of 30 consecutive days after written notice of such default or breach to the Company by the trustee or the holders of 25% or more in aggregate principal amount of the Notes;
- (5) there occurs with respect to any indebtedness of the Company or certain of its subsidiaries having an outstanding principal amount of US\$20.0 million (or the dollar equivalent thereof) or more in the aggregate for all such indebtedness of all such persons, whether such indebtedness now exists or shall hereafter be created, (a) an event of default that has caused any holder thereof to declare such indebtedness to be due and payable prior to its stated maturity and/or (b) the failure to make a principal payment when due;
- (6) one or more final judgments or orders for the payment of money are rendered against the Company or any certain of its subsidiaries and are not paid or discharged, and there is a period of 60 consecutive days following entry of the final judgment or order that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged against all such persons to exceed US\$20.0 million (or the dollar equivalent thereof) (in excess of amounts that the Company's insurance carriers have agreed to pay under applicable policies) during which a stay of enforcement, by reason of a pending appeal or otherwise, is not in effect;

- (7) an involuntary case or other proceeding is commenced against the Company or certain of its subsidiaries with respect to it or its debts under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or certain of its subsidiaries or for any substantial part of the property and assets of the Company or certain of its subsidiaries and such involuntary case or other proceeding remains undismissed and unstayed for a period of 60 consecutive days; or an order for relief is entered against the Company or certain of its subsidiaries under any applicable bankruptcy, insolvency or other similar law as now or hereafter in effect;
- (8) the Company or certain of its subsidiaries (a) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (b) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or certain of its subsidiaries, or for all or substantially all of the property and assets of the Company or certain of its subsidiaries, or (c) effects any general assignment for the benefit of creditors; or
- (9) any Subsidiary Guarantor denies or disaffirms its obligations under its guarantees securing the obligations of the Notes or, except as permitted by the Indenture, any such guarantee is determined to be unenforceable or invalid or shall for any reason cease to be in full force and effect.

### *Covenants*

The Notes, the Indenture and the guarantees provided by the Subsidiary Guarantors will limit the Company's ability and the ability of certain of its subsidiaries to, among other things:

- (a) incur or guarantee additional indebtedness and issue disqualified or preferred stock;
- (b) declare dividends on its capital stock or purchase or redeem capital stock;
- (c) make investments or other specified restricted payments;
- (d) issue or sell capital stock of certain of the subsidiaries of the Company;
- (e) guarantee indebtedness of the Company and the Subsidiary Guarantors;
- (f) sell assets;

- (g) create liens;
- (h) enter into sale and leaseback transactions;
- (i) enter into agreements that restrict the ability of certain subsidiaries of the Company to pay dividends, transfer assets or make intercompany loans;
- (j) enter into transactions with shareholders or affiliates; and
- (k) effect a consolidation or merger.

### *Redemption*

The Notes may be redeemed in the following circumstances:

At any time prior to June 26, 2017, the Company may at its option redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes plus premium as of, and accrued and unpaid interest, if any, to (but not including) the redemption date. The Company will give not less than 30 days' nor more than 60 days' notice of any redemption.

At any time and from time to time prior to June 26, 2017, the Company may redeem up to 35% of the aggregate principal amount of the Notes with the net cash proceeds of one or more sales of certain kinds of its capital stock in an equity offering at a redemption price of 107.625% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to (but not including) the redemption date, provided that at least 65% of the aggregate principal amount of the Notes originally issued on the original issue date remains outstanding after each such redemption and any such redemption takes place within 60 days after the closing of the related equity offering.

Not later than 30 days following a change of control event as provided in the Indenture, the Company will make an offer to purchase all outstanding Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to (but not including) the date of repurchase.

Subject to certain exceptions, the Notes may be redeemed, at the option of the Company, as a whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to the date fixed by the Company for redemption, if the Company or a Subsidiary Guarantor would become obligated to pay certain additional amounts as a result of certain changes in specified tax laws.

## Use of Proceeds

The Company expects that the net proceeds from this offering will be used primarily for refinancing certain existing indebtedness of the Company with the remainder for general corporate purposes.

## Listing and rating

Approval in-principle has been obtained for the listing of the Notes on the SGX-ST. Admission of the Notes to the SGX-ST is not to be taken as an indication of the merits of the Company or the Notes. No listing of the Notes has been sought in Hong Kong.

The Notes have been provisionally rated “BB” by Standard and Poor’s Rating Services and “BB” by Fitch’s Investors Services.

## DEFINITIONS

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

“ANZ”	Australia and New Zealand Banking Group Limited, a bookrunner and lead manager in respect of the Notes Issue
“Barclays”	Barclays Bank PLC, a bookrunner and lead manager in respect of the Notes Issue
“Board”	the board of directors of the Company
“China” or “PRC”	the People’s Republic of China excluding except where the context otherwise requires, for the purpose of this announcement, Hong Kong, Macau Special Administrative Region of China and Taiwan
“Company”	China Hongqiao Group Limited (中國宏橋集團有限公司), a company incorporated in the Cayman Islands with limited liability the shares of which are listed on the main board of the Stock Exchange
“connected person”	has the meaning ascribed to it under the Listing Rules
“Crédit Agricole CIB”	Crédit Agricole Corporate and Investment Bank, a bookrunner and lead manager in respect of the Notes Issue

“Deutsche Bank”	Deutsche Bank AG, Singapore Branch, the sole global coordinator and a bookrunner and lead manager in respect of the Notes Issue
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Indenture”	the written agreement between the Company, the Subsidiary Guarantors and the trustee that specifies the terms of the Notes including the interest rate of the Notes and the maturity date
“J.P.Morgan Facility Agreements”	(i) the facility agreement dated September 7, 2012 entered into between, inter alia, Shandong Hongqiao, as borrower, and JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch, as facility agent, and (ii) the facility agreement dated January 25, 2013 entered into by, inter alia, Shandong Hongqiao and JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Morgan Stanley”	Morgan Stanley & Co. International plc, a bookrunner and lead manager in respect of the Notes Issue
“Notes”	the 7.625% senior notes due 2017 to be issued by the Company
“Notes Issue”	the issue of the Notes by the Company
“Offer Price”	the price at which the Notes will be sold
“Purchase Agreement”	the agreement dated June 19, 2014 entered into among the Company, the Subsidiary Guarantors, Deutsche Bank, ANZ, Crédit Agricole CIB, Morgan Stanley, Barclays and The Royal Bank of Scotland in relation to the issuance and sales of the Notes
“The Royal Bank of Scotland”	The Royal Bank of Scotland plc, a bookrunner and lead manager in respect of the Notes Issue
“Securities Act”	the United States Securities Act of 1933, as amended
“SGX-ST”	Singapore Exchange Securities Trading Limited



“Shandong Hongqiao”	山東宏橋新型材料有限公司 (Shandong Hongqiao New Material Co., Ltd., an indirect wholly-owned subsidiary of the Company)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary Guarantors”	certain subsidiaries of the Company that are incorporated outside of the PRC and will guarantee the Company’s obligations under the Notes
“US\$”	United States dollars, the lawful currency of the United States of America
“%”	per cent

By order of the Board  
**China Hongqiao Group Limited**  
**Zhang Shiping**  
*Chairman*

Hong Kong, June 20, 2014

*As at the date of this announcement, the Board comprises nine Directors, namely Mr. Zhang Shiping, Ms. Zheng Shuliang, Mr. Zhang Bo, Mr. Qi Xingli as executive Directors, Mr. Yang Congsen, Mr. Zhang Jinglei as non-executive Directors, and Mr. Chen Yinghai, Mr. Xing Jian and Mr. Han Benwen as independent non-executive Directors.*