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(incorporated in Cayman Islands with limited liability)

(Stock Code: 03828)

**DISCLOSEABLE TRANSACTION RELATING TO
(1) ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL IN,
AND THE SALE LOAN DUE BY, THE TARGET COMPANY;
AND
(2) ACQUISITION OF LAND AND PROPERTIES IN CAMBODIA**

THE AGREEMENTS

On 21 October 2017, the Purchaser entered into (i) the Share Acquisition Agreement with the Vendors pursuant to which the Purchaser has agreed to acquire and the Vendors have agreed to sell the entire issued share capital in, and the Sale Loan due by, the Target Company; and (ii) the Land Acquisition Agreement with the Landholding Vendor pursuant to which the Purchaser has agreed to acquire and the Landholding Vendor has agreed to sell the Land and Properties, subject to the terms and conditions of each of the Agreements respectively.

The Share Acquisition Completion and the Land Acquisition Completion are part and parcel and are inter-conditional with each other.

THE VIE STRUCTURE

Pursuant to the Laws on Investment of Cambodia and the Sub Decree on the implementation of the Law on the Amendment of the Law on Investment of Cambodia, foreign investors are prohibited from directly or indirectly owning land and real properties.

* For identification purpose only

The parties to the Land Acquisition Agreement agreed that (i) the Landholding Company will be incorporated under the laws of Cambodia and to be owned as to 49% by the Purchaser and 51% by the Local Partner who is a Cambodian individual and an Independent Third Party; and (ii) the Land and Properties will be transferred to the Landholding Company before Land Acquisition Completion. In order to provide the Group with effective control over and the right to enjoy the economic benefits in the Land and Properties, the Structured Documents to reflect the VIE Structure will be entered into between the Group and the Local Partner.

LISTING RULES IMPLICATION

As one or more of the applicable percentage ratio for the Acquisitions under the Listing Rules is more than 5% and less than 25%, the Acquisitions constitute a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

INTRODUCTION

On 21 October 2017, the Purchaser entered into (i) the Share Acquisition Agreement with the Vendors pursuant to which the Purchaser has agreed to acquire and the Vendors have agreed to sell the entire issued share capital in, and the Sale Loan due by, the Target Company; and (ii) the Land Acquisition Agreement with the Landholding Vendor pursuant to which the Purchaser has agreed to acquire and the Landholding Vendor has agreed to sell the Land and Properties, subject to the terms and conditions of each of the Agreements respectively.

The Share Acquisition Completion and the Land Acquisition Completion are part and parcel and are inter-conditional with each other.

Details of the Agreements are set out below:

THE SHARE ACQUISITION AGREEMENT

Date : 21 October 2017

Parties :

Purchaser : The Purchaser, a direct wholly owned subsidiary of the Company

Vendors : Vendor A and Vendor B

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Vendors and their respective associates is an Independent Third Party.

Assets to be acquired

Pursuant to the Share Acquisition Agreement, the Purchaser has conditionally agreed to acquire and the Vendors have conditionally agreed to sell the entire issued share capital in, and the Sale Loan due by, of the Target Company.

As at the date of the Share Acquisition Agreement, the Target Company is beneficially owned as to 51% by Vendor A and 49% by Vendor B.

Consideration

The consideration for the Share Acquisition is US\$3,500,000, which shall be payable in the following manner:

- (a) a deposit (the "**Deposit (Share)**") of US\$1,250,000 shall be payable by the Purchaser in cash to the Vendors upon signing of the Share Acquisition Agreement; and
- (b) the remaining balance of US\$2,250,000 shall be payable by the Purchaser in cash to the Vendors on or before the date of the Share Acquisition Completion which shall be partially set off by the Initial Deposit to be returned to the Group upon termination of the Co-operation Agreement.

The consideration for the Share Acquisition was determined after arm's length negotiations among the Vendors and the Purchaser after taking into account, among other things, (i) the financial position of the Target Company (including but not limited to the amount of the Sale Loan) as at 31 August 2017; (ii) the preliminary valuation of the Target Company and the Land and Properties of approximately US\$7,050,000 and the fact that the Share Acquisition Completion and the Land Acquisition Completion are inter-conditional with each other; and (iii) the factors as mentioned in the paragraph headed "Reasons for and Benefits of the Acquisitions" in this announcement.

Conditions precedent

The Share Acquisition Completion is subject to the following conditions precedent having been fulfilled (or waived, as the case may be):

- (i) completion of the Company Due Diligence Investigation and the rectification by the Vendors of the issues as requested by the Purchaser to the Purchaser's reasonable satisfaction;

- (ii) the Purchaser having obtained a Cambodian legal opinion (in form and content which is reasonably satisfactory to the Purchaser) that the Share Acquisition Agreement is valid and legally binding;
- (iii) the Land Acquisition Agreement having become unconditional (save for the condition requiring the Share Acquisition Agreement to become unconditional);
- (iv) the Target Company having obtained an approval from the CDC of the transfer of the entire issued share capital to the Purchaser or the Purchaser's designated person;
- (v) the representations and warranties of each party in the Share Acquisition Agreement being true and accurate as if made on the date of Share Acquisition Completion and each party having performed its obligations to be performed on or before the date of Share Acquisition Completion; and
- (vi) the execution by the parties of the Supplemental Agreement.

Each party to the Share Acquisition Agreement shall, to the extent applicable, use its best endeavours to procure the fulfilment of the above conditions precedent. The Purchaser may, by notice in writing to the Vendors, waive any of the conditions (i), (ii) and (v) above. For the avoidance of doubt, save and except conditions (i), (ii) and (v) above, all the other conditions precedents under the Share Acquisition Agreement could not be waived.

If any of the conditions precedents are not fulfilled (or waived, as the case may be) by the Long Stop Date, the Vendors shall as soon as reasonably practicable and within ten days (subject to and in accordance with the Co-operation Agreement) return the Deposit (Share) and the Initial Deposit (in each case, without interest) to the Purchaser and the Share Acquisition Agreement shall terminate in its entirety (save and except terms in relation to conditions precedent to completion, further assurance, assignment, severability, entire agreement, governing law and dispute resolution, notices, no third party rights, counterparts, language and joint and several liability).

Completion

The Share Acquisition Completion shall take place on the Business Day which falls 10 Business Days from and excluding the date of satisfaction or waiver (as applicable) of all the condition precedents set out above, or 60 Business Days from and excluding the date of satisfaction or waiver (as applicable) of all the conditions precedents of the Land Acquisition Agreement, whichever is the later.

Completions of the Share Acquisition and the Land Acquisition shall take place simultaneously.

THE LAND ACQUISITION AGREEMENT

Date : 21 October 2017

Parties :

Purchaser : The Purchaser, a direct wholly owned subsidiary of the Company

Vendor : The Landholding Vendor

The Landholding Vendor is a company wholly owned by Vendor A and her family member and is holding the Land and Properties. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, each of the Landholding Vendor, the Vendors, their respective associates and ultimate beneficial owners is an Independent Third Party.

Assets to be acquired

Pursuant to the Land Acquisition Agreement, the Purchaser has conditionally agreed to acquire and the Landholding Vendor has conditionally agreed to sell the Land and Properties.

Consideration

The consideration for the Land Acquisition is US\$3,500,000, which shall be payable in the following manner:

- (a) a first deposit (the “**First Deposit (Land)**”) of US\$1,750,000 shall be payable by the Purchaser in cash to the Landholding Vendor upon signing of the Land Acquisition Agreement;
- (b) a second deposit (the “**Second Deposit (Land)**”) of US\$1,400,000 shall be payable by the Purchaser in cash to the Landholding Vendor within 21 calendar days of the date of the Sub-Division (as defined below);
- (c) the remaining balance of US\$350,000 shall be payable by the Purchaser in cash to the Landholding Vendor on the date of the Land Acquisition Completion.

The consideration for the Land Acquisition was determined after arm's length negotiations among the Vendors and the Purchaser after taking into account, among other things, (i) the preliminary valuation of the Target Company and the Land and Properties by an independent professional valuer of approximately US\$7,050,000 and the fact that the Share Acquisition Completion and the Land Acquisition Completion are inter-conditional with each other; and (ii) the factors as mentioned in the paragraph headed "Reasons for and Benefits of the Acquisitions" in this announcement.

Conditions precedent

The Land Acquisition Completion is subject to the following conditions precedent having been fulfilled (or waived, as the case may be):

- (i) completion of the Properties Due Diligence Investigation and the rectification by the Landholding Vendor of the issues as requested by the Purchaser to the Purchaser's reasonable satisfaction;
- (ii) the Purchaser having obtained a Cambodian legal opinion (in form and substance reasonably satisfactory to the Purchaser) regarding the legality and the validity of the Land Acquisition Agreement ;
- (iii) the Landholding Vendor procuring that the Land and Properties have been allocated a separate title number which has been duly registered with the relevant Cadastral administration (the "**Sub-Division**");
- (iv) the Purchaser having obtained a valuation report in the form and substance reasonably satisfactory to the Purchaser showing the valuation of the Land and Properties to be not less than US\$3,500,000;
- (v) the Share Acquisition Agreement having become unconditional (save for the condition requiring the Land Acquisition Agreement to become unconditional); and
- (vi) the representations and warranties of the Landholding Vendor being true and accurate as if made on the date of Land Acquisition Completion.

Each party to the Land Acquisition Agreement shall, to the extent applicable, use its best endeavours to procure the fulfilment of the above conditions precedent. The Purchaser may, by notice in writing to the Landholding Vendor, waive any of the conditions (i), (ii), (iv) and (vi) above. For the avoidance of doubt, save and except conditions (i), (ii) (iv) and (vi) above, all the other conditions precedents under the Land Acquisition Agreement could not be waived.

If any of the conditions precedents are not fulfilled (or waived, as the case may be) by the Long Stop Date, the Landholding Vendor shall as soon as reasonably practicable and within ten days return the First Deposit (Land), the Second Deposit (Land) and all other monies already paid by the Purchaser to the Landholding Vendor for the purpose of purchase of the Land and Properties to the Purchaser and the Land Acquisition Agreement shall terminate in its entirety (save and except terms in relation to conditions precedent to completion, further assurance, assignment, severability, entire agreement, governing law and dispute resolution, costs, notice, counterparts and language).

Completion

The Land Acquisition Completion shall take place on the Business Day which falls 60 Business Days from and excluding the date of satisfaction or waiver (as applicable) of all the condition precedents set out above or the 10th Business Day after the Share Acquisition Agreement has become unconditional (whichever is the later).

Completions of the Share Acquisition and the Land Acquisition shall take place simultaneously.

The parties to the Land Acquisition Agreement acknowledged and agreed that if owing solely to restrictions of the relevant Cadastral administration the Landholding Vendor is unable to transfer title to the Land and Properties to the Landholding Company in accordance with the terms of the Land Acquisition Agreement, the Landholding Vendor shall hold the Land and Properties for the Purchaser as its nominee and on its direction with respect to its ownership or use of the Land and Properties (and its rights over the Land and Properties) and transfer title to the Land and Properties to a nominee of the Purchaser which is acceptable by the Cadastral administration as soon as reasonably practicable. In this regard, the Landholding Vendor has further undertaken to sign all necessary documents and take all actions as reasonably necessary to ensure the nominee arrangement is legal valid and enforceable. The Landholding Vendor shall be deemed to have discharged its obligations to the completion under the Land Acquisition Agreement.

DUE DILIGENCE INVESTIGATION

After the signing of the Agreements, the Purchaser (including any of its officers, employees, representatives, agents, professional advisors or other persons authorized by the Purchaser) shall have the rights to until 10 November 2017 to perform and complete:

- (i) a due diligence investigation (the “**Company Due Diligence Investigation**”) on the Target Company (including the rights to enter upon the premises of the Target Company, during its normal business hours and with reasonable advance notice); and

(ii) a due diligence investigation (the “**Properties Due Diligence Investigation**”) on the Land and Properties (including the rights to enter upon the premises of the Land and Properties, during its normal business hours and with reasonable advance notice),

(collectively, the “**Due Diligence Investigation**”).

The Vendors, the Target Company and the Landholding Vendor shall provide full cooperation to the Purchaser (including any of its officers, employees, representatives, agents, professional advisors or other persons authorized by the Purchaser), in conducting the Due Diligence Investigation, and to provide access to copies of any and all documents (subject to any obligations of confidentiality of the Target Company and/or the Vendors) and materials necessary for the investigation and as reasonably requested by the Purchaser, and/or the aforementioned persons.

INFORMATION OF THE TARGET COMPANY, LAND AND PROPERTIES

The Target Company

The Target Company is a private limited company registered under the laws of Cambodia principally engaged in the manufacturing of handbags and located on the Land and Properties.

As at the date of the Share Acquisition Agreement, all equipment and employees of the Target Company were leased to Ming Fai Asia Pacific pursuant to the terms of the Co-operation Agreement.

The unaudited total assets value and the net assets value of the Target Company as at 31 August 2017 were approximately US\$3,762,100 (equivalent to approximately HK\$29,344,380) and approximately US\$215,700 (equivalent to approximately HK\$1,682,460), respectively.

The unaudited financial information of the Target Company for the two years ended 31 December 2015 and 2016 are as follows:

	Year ended 31 December			
	2015		2016	
	equivalent to		equivalent to	
	approximately	approximately	approximately	approximately
	<i>(US\$)</i>	<i>(HK\$)</i>	<i>(US\$)</i>	<i>(HK\$)</i>
Net loss before				
taxation	1,109,600	8,654,880	471,900	3,680,820
Net loss after taxation	1,109,600	8,654,880	471,900	3,680,820

The Land and Properties

The Land is a land parcel with the area of approximately 53,235 (fifty three thousand two hundred and thirty five) square meters which would be carved out of and registered under a new subdivided certificate of ownership from the main plot of land with the total land area of 106,470 (one hundred and six thousand four hundred and seventy) square meters, located at Vealvong Village, Sen Dei Commune, Samroung Tong District, Kampong Speu, Cambodia, as registered under the certificate of ownership no. 007670 issued by Kampong Speu Provincial Department of Land Management, Urban Planning and Construction of Cambodia.

The Properties are (i) three block factory buildings, each with 3,780 (three thousand seven hundred and eighty) square meters of floor area and with 420 (four hundred and twenty) square meters penthouse area; (ii) a dormitory building with an area 3,042 (three thousand forty two) square meters (52 meters × 19.5 meters each floor × 3 levels); and (iii) an office building with an area 4,182.75 (four thousand one hundred and eighty two point seventy five) square meters (71.5 meters × 19.5 meters each floor × 3 levels).

As at the date of the Land Acquisition Agreement, a sole and exclusive license was granted to Ming Fai Asia Pacific for the use of the Land and Properties pursuant to the terms of the Co-operation Agreement.

THE VIE STRUCTURE

Pursuant to the Laws on Investment of Cambodia and the Sub Decree on the Implementation of the Law on the Amendment of the Law on Investment of Cambodia, foreign investors are prohibited from directly or indirectly owning land and real properties (the “**Foreign Ownership Restrictions**”).

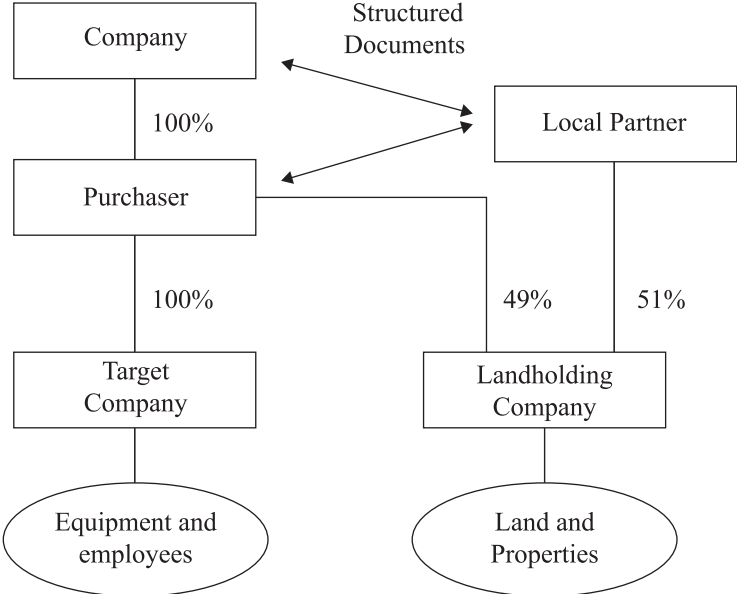
As advised by the Cambodia legal advisers to the Company, if a foreign investor legally lend to a local partner of a sum of money equivalent to the value of the local partner’s shares in, and for the sole purpose of equity contribution to, a company holding land and real properties with the condition that the repayment of the loan shall be only by way of transferring the relevant shares back to the foreign investor, such arrangement does not violate the Foreign Ownership Restrictions or any other laws of Cambodia.

Therefore, the parties to the Land Acquisition Agreement agreed that (i) the Landholding Company will be incorporated under the laws of Cambodia and to be owned as to 49% by the Purchaser and 51% by a local partner who is a Cambodian individual and an Independent Third Party (the “**Local Partner**”); and (ii) the Land and Properties will be transferred to the Landholding Company before Land Acquisition Completion.

In order to provide the Group with effective control over and the right to enjoy the economic benefits in the Land and Properties, the following documents to reflect the VIE Structure (the “**Structured Documents**”) will be entered into between the Group and the Local Partner:

- (i) a loan agreement pursuant to which the Local Partner will borrow a sum of money equivalent to the value of his/her relevant shares in the Landholding Company from the Purchaser to invest in the Landholding Company as his/her equity contribution and the Purchaser will agree to lend the money to the Local Partner for the sole purpose of the equity contribution with the condition that the repayment of the loan shall be only by way of transferring of the relevant shares in the Landholding Company (the “**Loan Agreement**”);
- (ii) a power of attorney and proxy (the “**POA**”) in which the Local Partner will give full and irrevocable power of attorney to the Directors (and their successors including liquidator) to deal with all aspects of the management and operations of the Landholding Company including the disposal or acquisition of assets, appointment of officers and employees, day-to-day business decisions, maintenance of records, declaration of profits, voting shares as proxy at any shareholders meeting and board meeting, signing minutes, filing documents with the relevant companies registry, and all other issues concerning the Landholding Company, and, for and on behalf of the Purchaser, to receive all dividends or profits declared to him/her as a shareholder of the Company;
- (iii) a blank shareholders resolution of the Landholding Company pre-signed and thumb-printed by the Local Partner approving the disposal any immovable property(ies) of the Landholding Company;
- (iv) blank share transfer documents that can be completed and filed with the MOC in relation to the relevant shares in the Landholding Company to be held by the Local Partner;
- (v) a share pledge agreement (the “**Share Pledge Agreement**”) pursuant to which the Local Partner will pledge the relevant shares in the Landholding Company to the Purchaser as collateral to secure the liabilities as described in the Loan Agreement; and
- (vi) a contract for indemnification pursuant to which, among other things, the Landholding Company will indemnify and hold free from any liability the Local Partner for all debts and liabilities of the Landholding Company and indemnify the Local Partner for any illegal or negligent actions on the part of the Landholding Company and hold him/her free from all responsibility or liability in any litigation concerning the Landholding Company’s activities during the subsistence of the POA, Loan Agreement and Share Pledge Agreement.

Set forth below is an organisation chart illustrating the VIE Structure following the signing of the Structured Documents and immediately upon the Land Acquisition Completion:



The Cambodia legal advisers to the Company have confirmed that the use of the Structured Documents does not constitute a breach to the laws and regulations of Cambodia which prohibit foreign companies to directly or indirectly owning land and real properties and will not be deemed invalid or ineffective under those laws and regulations.

In the event of death, bankruptcy or loss of capacity of the Local Partner, the Structured Documents provided that the successors of the Local Partner shall be treated as parties to the Structured Documents and the successors shall succeed or bear all rights and obligations under the Structured Documents.

Based on the above mechanism and the advice from the Cambodia legal advisers to the Company, the Directors are of the view that the Purchaser’s interests in the Landholding Company, the Land and the Properties are sufficiently protected in the event of death, bankruptcy or loss of capacity of the Local Partner and any practical difficulties in enforcing Structured Documents are avoided.

The Cambodia legal advisers to the Company have further confirmed that, with the arrangements under the Structured Documents in place, the control and economic benefits from the Landholding Company, the Land and the Properties will be conferred to the Group upon the Land Acquisition Completion.

Notwithstanding the above, the Group intends that and the terms of the Structured Documents have provided that the VIE Structure will be unwinded and the Group will directly hold 100% equity interests in the Landholding Company and/or the Land and the Properties when the Foreign Ownership Restrictions no longer exist.

REASONS FOR AND BENEFITS OF THE ACQUISITIONS

The Group is principally engaged in the manufacturing and sales of amenity products and accessories and the distribution and retail business of cosmetics and fashion accessories in the PRC.

As disclosed in the 2017 interim report of the Company, the revenue and gross profit of the Group's hospitality supplies business increased for the six months ended 30 June 2017. The Group will continue to weighing on its core hospitality business which is the dominant catalyst in terms of revenue contribution. In spite of the existing product line in Shenzhen, Guangdong Province, the PRC, the Group also eyes more product lines in other destinations in Asia to compliment product scenarios and enhance productivity.

Based on the above development strategy in the hospitality supplies business, the Group has entered into the Co-operation Agreement with the Target Company pursuant to which the Target Company agreed to (i) lease all its equipment and employees to Ming Fai Asia Pacific, and (ii) grant a sole and exclusive license to Ming Fai Asia Pacific to use the Land and Properties for a period of three months (or such longer period as the parties may agree) from 1 September 2017. The Group has been utilising the equipment and employees of the Target Company on the Land and Properties to operate its hospitality supplies business since 1 September 2017. As the Vendors and the Landholding Vendor are desirous to sell their interests in the Target Company and the Land and Properties and the Group is desirous to continue to use the equipment and employees of the Target Company and the Land and the Property for its hospitality supplies business in the long term, the Vendors and the Group started the negotiation for the Acquisitions and agreed that the Group would not be required to pay any rental or licence fee for the use of the equipment, employees and Land and Properties but would instead only be required to pay a refundable Initial Deposit pursuant to the initial terms of the Co-operation Agreement. The Board consider that the Acquisitions represent a good investment opportunity for the Group while at the same time be able to meet its production facility requirement.

Subsequently, following further negotiation with the Vendors and during the course of finalising the terms and conditions of the Agreements, the Vendors and the Group agreed to (i) include terms in the Agreements, and (ii) amend and supplement the Co-operation Agreement by entering into the Supplemental Agreement, to the effect that, among other things:

- (i) the term of the Co-operation Agreement shall continue until the earlier of the Share Acquisition Completion, or the termination of the Share Acquisition Agreement or the Land Acquisition Agreement before the Share Acquisition Completion;
- (ii) part of the consideration under the Share Acquisition Agreement payable by the Purchaser to the Vendors at Share Acquisition Completion shall be partially set off by the Initial Deposit; and
- (iii) upon termination of the Co-operation Agreement (for any reason other than due to the Share Acquisition Completion), Ming Fai Asia Pacific shall pay the Target Company a sum of US\$68,535 per month (the “**Rental and Licence Fees**”) which would reflect the value of equipment and employees leased and the license to use the Land and Properties granted by the Target Company to Ming Fai Asia Pacific during the term of the Co-operation Agreement; and Ming Fai Asia Pacific shall be responsible for the costs and expenses in relation to the dismissal of certain existing personnel of the Target Company.

Given the fact that the Group has been utilising the equipment and employees of the Target Company on the Land and Properties since 1 September 2017 without paying any rental or licence fee other than the Initial Deposit (which is refundable should the Share Acquisition not occur, or to be set-off against the consideration under the Share Acquisition Agreement should the Share Acquisition occur) and in contemplation of the Acquisitions, the Board considers that the terms of the Co-operation Agreement as supplemented by the Supplemental Agreement, including addition of the term in relation to the Rental and Licence Fees, fair and reasonable, and to the interests of the Company and its Shareholders as a whole.

In relation to the VIE Structure, based on arrangement under the Structured Documents and the advice given by the Company’s Cambodian legal advisers, the Directors are of the view that the control and economic benefits from the Landholding Company, the Land and the Properties will be conferred to the Group upon the Land Acquisition Completion.

The Directors are also of the view that the fact that the Share Acquisition Completion and the Land Acquisition Completion are part and parcel and are inter-conditional with each other would ensure that the Group will receive full benefit from the synergy of the usage of the equipment and employees of the Target Company and the Land and Properties.

Having regards to the reasons and benefits for the Acquisitions, the Directors are of the view that the terms of the Agreements are fair and reasonable, and the Acquisitions are in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATION

As one or more of the applicable percentage ratio for the Acquisitions under the Listing Rules is more than 5% and less than 25%, the Acquisitions constitute a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, the following expressions shall, unless the context requires otherwise, have the following meanings:

“Acquisitions”	the Share Acquisition and the Land Acquisition
“Agreements”	the Share Acquisition Agreement and the Land Acquisition Agreement
“Board”	the board of Directors
“Business Day”	any day (excluding Saturday, Sunday or public holidays) when commercial banks in Cambodia and Hong Kong are open for the transaction of normal banking business
“Cambodia”	the Kingdom of Cambodia
“CDC”	the Council for the Development of Cambodia
“Co-operation Agreement”	the co-operation agreement dated 28 August 2017 entered into between Ming Fai Asia Pacific and the Target Company pursuant to which the Target Company agreed to (i) lease all its equipment and employees to Ming Fai Asia Pacific, and (ii) grant a sole and exclusive license to Ming Fai Asia Pacific to use the Land and Properties for a period of three months (or such longer period as the parties may agree) from 1 September 2017 in consideration of the Initial Deposit (as amended and supplemented by the Supplemental Agreement)
“Company”	Ming Fai International Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange

“Company Due Diligence Investigation”	the due diligence investigation on the Target Company as described in the section headed “Due Diligence Investigation” in this announcement
“connected persons”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Due Diligence Investigation”	the Company Due Diligence Investigation and the Properties Due Diligence Investigation
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	independent third party(ies) who is/are not connected person(s) of the Company and is/are independent of and not connected with the Company and Directors, chief executive, controlling shareholders and substantial shareholders of the Company or any of its subsidiaries or their respective associates
“Initial Deposit”	the amount of US\$500,000 paid by Ming Fai Asia Pacific to the Target Company pursuant to the Co-operation Agreement
“Land”	a land parcel with the area of approximately 53,235 (fifty three thousand two hundred and thirty five) square meters which would be carved out of and registered under a new subdivided certificate of ownership from the main plot of land with the total land area of 106,470 (one hundred and six thousand four hundred and seventy) square meters, located at Vealvong Village, Sen Dei Commune, Samroung Tong District, Kampong Speu, Cambodia, as registered under the certificate of ownership no. 007670 issued by Kampong Speu Provincial Department of Land Management, Urban Planning and Construction of Cambodia
“Land Acquisition”	acquisition of the Land and the Properties pursuant to the terms and conditions of the Land Acquisition Agreement

“Land Acquisition Agreement”	the conditional sale and purchase agreement dated 21 October 2017 entered into between the Landholding Vendor and the Purchaser in relation to the Land Acquisition
“Land Acquisition Completion”	completion of the Land Acquisition
“Landholding Company”	a company to be incorporated under the laws of Cambodia and owned as to 49% by the Purchaser and 51% by the Local Partner which will hold the Land and Properties before Land Acquisition Completion
“Landholding Vendor”	Hendrix Investment (Cambodia) Limited, a company registered under the laws of Cambodia, principally engaged in holding the Land and Properties and wholly owned by Vendor A and her family member
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	18 April 2018, being the date that the Agreements shall be terminated if the conditions precedent contained therein are not satisfied (or waived, as the case may be)
“Ming Fai Asia Pacific”	Ming Fai Asia Pacific Company Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company
“MOC”	the Ministry of Commerce of Cambodia
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“Properties”	the properties consisting of (i) three block factory buildings, each with 3,780 (three thousand seven hundred and eighty) square meters of floor area and with 420 (four hundred and twenty) square meters penthouse area; (ii) a dormitory building with an area 3,042 (three thousand forty two) square meters (52 meters × 19.5 meters each floor × 3 levels); and (iii) an office building with an area 4,182.75 (four thousand one hundred and eighty two point seventy five) square meters (71.5 meters × 19.5 meters each floor × 3 levels) on the Land
“Properties Due Diligence Investigation”	the due diligence investigation on the Land and Properties as described in the section headed “Due Diligence Investigation” in this announcement

“Purchaser”	Ming Fai Holdings Limited, a company incorporated in the British Virgin Islands with limited liability and a direct wholly owned subsidiary of the Company
“Sale Loan”	the shareholders’ loan which amounted to approximately US\$3,500,000 owed by the Target Company to the Vendors as at the date of this announcement
“Share Acquisition”	acquisition of the entire issued share capital in, and the Sale Loan owed by, the Target Company pursuant to the terms and conditions of the Share Acquisition Agreement
“Share Acquisition Agreement”	the conditional sale and purchase agreement dated 21 October 2017 entered into among the Vendors and the Purchaser in relation to the Share Acquisition
“Share Acquisition Completion”	completion of the Share Acquisition
“Shareholder(s)”	holder(s) of the issued Share(s)
“Shares”	ordinary share(s) of HK\$0.01 each in the issued share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Structured Documents”	the structured documents as described in the section headed “The VIE Structure” in this announcement for the purposes of establishing the VIE Structure
“Supplemental Agreement”	the supplemental agreement dated 21 October 2017 and entered into between Ming Fai Asia Pacific and the Target Company
“Target Company”	Teng Xun Limited, a private limited company registered under the laws of Cambodia
“Vendor A”	Cheng So Chun, an Independent Third Party
“Vendor B”	Cheng Siu Yin, an Independent Third Party
“Vendors”	Vendor A and Vendor B

“VIE Structure”	the structure established pursuant to the Structured Documents
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“US\$”	United States dollars, the lawful currency of the United States of America
“%”	per cent.

For the purpose of this announcement, unless otherwise indicated, conversion of US\$ into HK\$ is calculated at the approximate exchange rate of US\$1.00 to HK\$7.80. This exchange rate is adopted for illustration purpose only and does not constitute a representation that any amounts have been, could have been, or may be, exchanged at this rate or any other rate at all.

By order of the Board
Ming Fai International Holdings Limited
CHING Chi Fai
Chairman

Hong Kong, 22 October 2017

As at the date of this announcement, the executive directors of the Company are Mr. CHING Chi Fai, Mr. CHING Chi Keung, Mr. LIU Zigang, Mr. CHING Tsun Wah and Mr. KEUNG Kwok Hung; the non-executive director of the Company is Ms. CHAN Yim Ching; and the independent non-executive directors of the Company are Mr. HUNG Kam Hung Allan, Mr. MA Chun Fung Horace, Mr. NG Bo Kwong and Mr. SUN Yung Tson Eric.