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澳門博彩控股有限公司
SJM Holdings Limited

(incorporated in Hong Kong with limited liability under the Companies Ordinance)
(Stock Code: 880)

ANNOUNCEMENT
PROPOSED ISSUE BY

CHAMPION PATH HOLDINGS LIMITED

(incorporated in the British Virgin Islands with limited liability)

OF

HK DOLLAR DENOMINATED ZERO COUPON
GUARANTEED CONVERTIBLE BONDS DUE 2015
CONVERTIBLE INTO THE SHARES OF SJM HOLDINGS LIMITED

Sole Lead Manager and Sole Bookrunner

Deutsche Bank 

On 24 September 2009, the Company and the Issuer entered into the Subscription Agreement with the Lead Manager, whereby the Lead Manager has agreed to subscribe and pay for, or procure subscribers to subscribe and pay for, the Bonds to be issued by the Issuer at the Issue Price in an aggregate principal amount of HK\$2,000,000,000. The Company agrees to guarantee payment of all sums payable in relation to such Bonds.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$5.35, the Bonds will be convertible into 373,831,776 Shares, representing approximately 7.5% of the existing issued share capital of the Company as at the date of this announcement and approximately 7.0% of the issued share capital of the Company as enlarged by the conversion of the Bonds into Shares. The Conversion Shares will rank *pari passu* and carry the same rights and privileges in all respects with the Shares then in issue on the relevant conversion date.

COMPLETION OF THE SUBSCRIPTION AGREEMENT IS SUBJECT TO THE SATISFACTION AND/OR WAIVER OF THE CONDITIONS PRECEDENT THEREIN. IN ADDITION, THE SUBSCRIPTION AGREEMENT MAY BE TERMINATED UNDER CERTAIN CIRCUMSTANCES. PLEASE REFER TO THE SECTION HEADED “SUBSCRIPTION AGREEMENT” BELOW FOR FURTHER INFORMATION. AS THE SUBSCRIPTION AGREEMENT MAY OR MAY NOT COMPLETE, SHAREHOLDERS AND POTENTIAL INVESTORS ARE ADVISED TO EXERCISE CAUTION WHEN DEALING IN THE SECURITIES OF THE COMPANY.

The proceeds from the Bond Issue, after deduction of the commissions and the estimated expenses relating to the Bond Issue, are expected to amount to approximately HK\$1,955,000,000, which will be used for capital expenditure related to the Company’s developments in Macau and for general corporate purposes.

The Conversion Shares will be issued and allotted pursuant to the General Mandate. The issue of the Bonds is not subject to the approval of the Shareholders. As at the date of this announcement, there has been no issue of Shares under the General Mandate granted.

The Company and the Issuer intend to apply for the listing of the Bonds as selectively marketed securities on the SGX-ST. The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

PROPOSED ISSUE OF BONDS

Subscription Agreement

Date: 24 September 2009

Parties: The Company (as guarantor);

The Issuer; and

The Lead Manager

Subject to the fulfilment of the conditions set out below under the section headed “Conditions Precedent”, the Lead Manager has agreed to subscribe and pay for, or procure subscribers to subscribe and pay for, the Bonds at the Issue Price. The Company agrees to guarantee payment of all sums payable in relation to such Bonds. The aggregate principal amount of the Bonds to be issued will be HK\$2,000,000,000.

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiry, the Lead Manager and its ultimate beneficial owners are independent of and not connected with the Company and any of its connected persons.

The Bonds will be offered and sold in offshore transactions outside the United States in reliance upon Regulation S to persons whose ordinary business involves buying, selling or investing in securities. None of the Bonds will be offered to the public in Hong Kong nor will they be placed to any connected persons of the Company.

The Bonds will be offered and sold to not less than six investors, who, to the best of the Directors’ knowledge, information and belief, having made all reasonable enquiry, are independent of and not connected with the Company and any of its connected person.

Conditions Precedent

Completion of the Subscription Agreement is conditional upon;

- (i) **Due Diligence:** the Lead Manager in its opinion being satisfied that nothing has arisen with respect to the results of its due diligence investigations that would have a Material Adverse Effect and the Offering Circular shall have been prepared in form and content satisfactory to the Lead Manager;
- (ii) **Other Contracts:** the execution and delivery (on or before the Closing Date) of the Trust Deed and a paying and conversion agency agreement in respect of the Bonds, each in a form reasonably satisfactory to the Lead Manager, by the respective parties;
- (iii) **Lock-up:** STDMI having executed a lock-up undertaking in the prescribed form on or before the Closing Date;
- (iv) **Auditors’ Letters:** upon the Publication Date and on the Closing Date, there having been delivered to the Lead Manager letters, in form and substance satisfactory to the Lead Manager, dated the applicable dates and addressed to the Lead Manager from Deloitte Touche Tohmatsu and H.C. Watt & Company Limited, certified public accountants to the Company;
- (v) **Compliance:** at the Closing Date:
 - (a) the representations and warranties of the Issuer and the Company in the Subscription Agreement being true, accurate and correct at, and as if made on, such date;
 - (b) the Issuer and the Company having performed all of their respective obligations under the Subscription Agreement to be performed on or before such date; and

- (c) there having been delivered to the Lead Manager a certificate confirming no material adverse change, dated as of such date, of a duly authorised officer of each of the Issuer and the Company to such effect;
- (vi) **Material Adverse Change:** after the date of the Subscription Agreement or, if earlier, the dates as of which information is given in the Offering Circular up to and at the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the condition (financial or other), prospects, results of operations, properties or general affairs of the Issuer, the Company or of the Group, which, in the opinion of the Lead Manager, is material and adverse in the context of the issue and Offering of the Bonds;
- (vii) **Other consents:** on or prior to the Closing Date there shall have been delivered to the Lead Manager copies of all consents and approvals required in relation to the issue of the Bonds and the performance of the Issuer's and the Company's obligations under the Trust Deed, the paying and conversion agency agreement, and the Bonds (including the consents and approvals required from all lenders);
- (viii) **Listing:** the Stock Exchange having agreed to list the Conversion Shares upon conversion of the Bonds and the SGX-ST having agreed, subject to any conditions reasonably satisfactory to the Lead Manager, to list the Bonds (or, in each case, the Lead Manager being reasonably satisfied that such listing will be granted); and
- (ix) **Legal opinions:** on or before the Closing Date, there having been delivered to the Lead Manager certain opinions, in form and substance satisfactory to the Lead Manager, dated the Closing Date, and such other resolutions, consents, authorities and documents relating to the Bond Issue, as the Lead Manager may reasonably require.

Except for (ii) above, the Lead Manager may, at its discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of the above conditions.

Termination

The Lead Manager may, by notice to the Issuer and the Company given at any time prior to payment of the net subscription monies for the Bonds to the Issuer, terminate the Subscription Agreement in any of the following circumstances:

- (i) if any of the abovementioned conditions precedent has not been satisfied or waived by the Lead Manager on or prior to the Closing Date;
- (ii) if there shall have come to the notice of the Lead Manager any breach of, or any event rendering untrue or incorrect in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure by the Issuer or the Company to perform any of its undertakings or agreements in the Subscription Agreement;
- (iii) if there shall have occurred any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions or currency exchange rates or foreign exchange controls which would in the view of the Lead Manager be likely to prejudice materially the success of the Offering or the distribution of the Bonds or dealings in the Bonds in the secondary market;
- (iv) if there shall have occurred a general moratorium on commercial banking activities in the PRC or the United Kingdom or the United States or Hong Kong or Macau by any PRC, United Kingdom, New York State, United States Federal, Hong Kong or Macau authorities which would in the view of the Lead Manager be likely to prejudice materially the success of the Offering and distribution of the Bonds or dealings in the Bonds in the secondary market;
- (v) if, in the opinion of the Lead Manager, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice materially the success of the Offering and distribution of the Bonds or dealings in the Bonds in the secondary market; or
- (vi) if on or after the date of the Subscription Agreement, there shall have occurred either of the following: (i) a suspension or a material limitation of trading in securities generally on the New York Stock Exchange, the Nasdaq Stock Market, Inc., the London Stock Exchange plc, or the Stock Exchange; or (ii) a suspension in trading in the Company's securities on the Stock Exchange, which would in the Lead Manager's view be likely to prejudice materially the success of the Offering or the distribution of the Bonds or dealings in the Bonds in the secondary market.

Lock-up Undertaking

Neither the Issuer, the Company nor any person acting on its or their behalf will (a) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Lead Manager between the date of the Subscription Agreement and the date which is 90 days after the Closing Date; except for the Bonds and Conversion Shares upon conversion of the Bonds and Shares issued under the Share Option Scheme.

The Issuer will procure that STDMI has executed a 60-day lock-up agreement in prescribed form on or before the Closing Date whereby it undertakes not to sell any Shares or enter into other transactions with a similar effect for a period from the date of the Subscription Agreement up to 60 days after the Closing Date.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds, which will be constituted by the Trust Deed, are summarised as follows:

Issuer

Champion Path Holdings Limited

Guarantor

SJM Holdings Limited

Principal Amount

The Bonds are in an aggregate principal amount of HK\$2,000,000,000.

Issue Price

100% of the principal amount of the Bonds.

Interest

No interest (save for default interest, if applicable) is payable under the Bonds.

Conversion Period

Subject to the relevant Bondholder complying with the relevant conversion procedures, the Bonds are convertible into Shares at any time on or after 8 December 2009 up to the close of business on the 7th day prior to the Maturity Date (both days inclusive), or if such Bonds shall have been called for redemption by the Issuer before the Maturity Date, then up to the close of business on a date no later than 7 days (both days inclusive) prior to the date fixed for redemption thereof or if notice requiring redemption has been given by the Bondholders, then up to the close of business on the day prior to the giving of such notice.

Conversion Price

The Bonds will be convertible into Shares at the initial Conversion Price of HK\$5.35 per Share, subject to adjustments. The initial Conversion Price of HK\$5.35 per Share represents:

- (i) a premium of 20.0% to the closing price of HK\$4.46 per Share as quoted on the Stock Exchange on 24 September 2009 (being the last full Trading Day prior to the release of this announcement);
- (ii) a premium of approximately 17.4% to the average closing price of approximately HK\$4.56 per Share as quoted on the Stock Exchange for the last 5 Trading Days up to and including 24 September 2009;
- (iii) a premium of approximately 21.2% to the average closing price of approximately HK\$4.42 per Share as quoted on the Stock Exchange for the last 10 Trading Days up to and including 24 September 2009; and
- (iv) a premium of approximately 46.8% to the average closing price of approximately HK\$3.64 per Share as quoted on the Stock Exchange for the last 30 Trading Days up to and including 24 September 2009.

The initial Conversion Price was determined after arm's length negotiation between the Company and the Lead Manager with reference to the market price of the Shares.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$5.35, the Bonds will be convertible into 373,831,776 Shares, representing approximately 7.5% of the existing issued share capital of the Company as at the date of this announcement and approximately 7.0% of the issued share capital of the Company as enlarged by the conversion of all the Bonds into Shares.

Adjustment to Conversion Price

The Conversion Price will be subject to adjustment upon occurrence of certain prescribed events including, among others, consolidation, subdivision or reclassification of Shares; capitalisation of profits or reserves; capital distribution; rights issue of Shares, options over Shares or other securities; issue of Shares, or options to subscribe for Shares or other securities convertible into Shares, at less than a certain level of the then current market price; modification of rights of certain convertible securities; other offers to Shareholders and other anti-dilution adjustment events. The Conversion Price may not be reduced so that the Conversion Shares would fall to be issued at a discount to their par value.

No adjustment will be made to the Conversion Price when Shares are issued to employees (including Directors) of the Group pursuant to any employee's share scheme or plan (including the Share Option Scheme) unless any grant or issue of such share scheme options would result in the total number of Shares which may be issued upon exercise of such share scheme options granted, during any 12-month period up to and including the date of such grant representing, in aggregate, over 5% of the average number of issued and outstanding Shares during such 12-month period excluding 166,700,000 Shares to be issued under the options granted on 13 July 2009 pursuant to the Share Option Scheme and an additional 4,300,000 Shares which may be issued under options which have yet to be granted pursuant to the Share Option Scheme but have been approved by the Board on 13 July 2009.

No adjustment involving an increase in Conversion Price will be made except in the case of a consolidation or reclassification of the Shares.

If a Change of Control occurs, the Conversion Price shall be adjusted in accordance with the following formula:

$$\text{NCP} = \frac{\text{OCP}}{1 + (\text{CP} \times c/t)}$$

Where:

NCP is the Conversion Price after such adjustment.

OCP is the Conversion Price in force immediately before such adjustment.

Conversion Premium ("CP") is 20 per cent. expressed as a fraction.

c is the number of days from and including the first day of the Change of Control Conversion Period to but excluding the Maturity Date.

t is the number of days from and including the Closing Date to but excluding the Maturity Date,

Ranking of Conversion Shares

The Shares issued upon conversion of the Bonds will be fully-paid and in all respects rank *pari passu* with the Shares in issue on the date the relevant Bondholder is registered as a Shareholder in the Company's register of members.

Transferability

The Bonds are generally transferable other than during certain prescribed register-closed periods, subject to the terms of the paying and conversion agency agreement in respect of the Bonds.

Maturity Date

Unless previously redeemed, converted or purchased and cancelled as provided herein, the Issuer will redeem each Bond at 112.68 per cent. of its principal amount on 28 October 2015.

Redemption for Taxation Reasons

The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, at the applicable Early Redemption Amount in the event of certain changes in taxation laws and regulations, or general application or official interpretation of such laws and regulations, in the British Virgin Islands or Hong Kong, as a result of which the Issuer or the Company, as the case may be, will become obliged to pay additional amount in relation to the Bonds, provided certain conditions are met and subject to certain limitations.

Redemption at the Option of the Issuer

On or at any time after 28 April 2011 and prior to the Maturity Date, the Issuer may redeem all, but not some only, of the Bonds at a redemption price equal to the applicable Early Redemption Amount if:

- (i) the closing price of the Shares for each of the 20 consecutive Trading Days, the last day of which 20 Trading Day period falls within 5 Trading Days prior to the date upon which notice of such redemption is given, was at least 115% of the applicable Early Redemption Amount divided by the conversion ratio, being the principal amount of each Bond divided by the Conversion Price; or
- (ii) at least 90% in principal amount of the Bonds has already been converted, redeemed or purchased and cancelled.

Redemption at the Option of the Bondholders

The Issuer will, at the option of the Bondholder, redeem all, or some only, of such Bondholder's Bonds on 28 April 2011 at the applicable Early Redemption Amount.

Redemption for Delisting or Change of Control

Following the occurrence of a Change of Control or delisting of the Company (including suspension of trading of the Shares on the Stock Exchange for more than 45 consecutive Trading Days), the Bondholders will have the right to require the Issuer to redeem all, or some only, of such Bondholders' Bonds at their applicable Early Redemption Amount.

Event of Default

Upon occurrence of any of the events of default specified in the Bonds, the Bonds shall become immediately due and repayable at the applicable Early Redemption Amount upon the trustee exercising its right to accelerate repayment of the Bonds according to the terms of the Bonds. In some circumstances, the Issuer may also be required to pay an additional default cure amount, calculated with reference to the Share price, to the Bondholders.

Form of the Bonds and Denomination

The Bonds are issued in registered form in the denomination of HK\$100,000 each or integral multiples thereof without coupons attached.

Ranking of the Bonds

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

Listing

The Issuer and the Company have authorised the Lead Manager to make or cause to be made an application on their behalf for the Bonds to be listed on the SGX-ST. The Issuer and the Company will make or cause to be made an application for the Shares to be issued upon the conversion of the Bonds to be listed on the Stock Exchange.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

The shareholding structure of the Company before and after the issue of the Conversion Shares upon conversion of the Bonds in full are summarised as follows (assuming there is no change of the issued share capital of the Company (other than the issue of Shares upon conversion of the relevant Bonds)):

	Note	As at the date of this announcement		After conversion of the Bonds in full	
		No. of Shares	Approximate % of issued share capital of the Company	No. of Shares	Approximate % of issued share capital of the Company
<i>Shareholders</i>					
STDM-Investments Limited	(i)	3,049,987,500	61.000%	3,049,987,500	56.756%
Dr. Ho Hung Sun, Stanley		381,262,500	7.625%	381,262,500	7.095%
Other directors	(ii)	255,000,000	5.1%	255,000,000	4.745%
<i>Sub-total</i>		<u>3,686,250,000</u>	<u>73.725%</u>	<u>3,686,250,000</u>	<u>68.596%</u>
Public					
Bondholders	(iii)	—	0.000%	373,831,776	6.957%
Other public Shareholders		1,313,750,000	26.275%	1,313,750,000	24.447%
<i>Sub-total</i>		<u>1,313,750,000</u>	<u>26.275%</u>	<u>1,687,581,776</u>	<u>31.404%</u>
Total		<u><u>5,000,000,000</u></u>	<u><u>100%</u></u>	<u><u>5,373,831,776</u></u>	<u><u>100%</u></u>

Notes:

- (i) STDMI is held as to 99.99% by STDM and 0.01% by Dr. Ho Hung Sun, Stanley. Dr. Ho Hung Sun, Stanley is taken to be interested in 3,049,987,500 ordinary shares in STDMI. Approximately 31.66% of the equity share capital STDM is owned by Dr. Ho Hung Sun, Stanley directly and indirectly (through Lanceford Co. Ltd., a company wholly-owned by Dr. Ho Hung Sun, Stanley).
- (ii) The other directors are Dr. So Shu Fai, Mr. Ng Chi Sing, Mr. Rui José da Cunha and Ms. Leong On Kei, Angela.
- (iii) The number of Shares to be held by Bondholders are calculated on the basis that the Bonds with an aggregate principal amount of HK\$2,000,000,000 have been converted in full at the Conversion Price of HK\$5.35 into Shares, assuming that the Bondholders do not and will not hold any Shares, other than the Conversion Shares upon full conversion of the Bonds.

As at the date of this announcement, the Company has no outstanding convertible securities or options which are convertible into Shares, save for the options granted under the Share Option Scheme.

USE OF PROCEEDS

The proceeds from the Bond Issue, after deduction of the commissions and the estimated expenses relating to the Bond Issue, are expected to amount to approximately HK\$1,955,000,000, which will be used for capital expenditure related to the Company's developments in Macau and for general corporate purposes.

REASONS FOR AND BENEFITS OF THE ISSUE OF BONDS

In view of current market conditions, the Board considers that the issue of Bonds would further strengthen the Company's financial position.

The terms of the Subscription Agreement and the Bonds were negotiated on an arm's length basis and the Directors are of the view that the terms of the Subscription Agreement and the Bonds are fair and reasonable and in the interest of the Group and the Shareholders as a whole.

GENERAL MANDATE TO ISSUE THE CONVERSION SHARES

The Conversion Shares will be issued under the General Mandate, under which the Directors have been authorized by the Shareholders to allot and issue up to 1,000,000,000 Shares. The Directors have not exercised the power to allot and issue any new Shares pursuant to the General Mandate prior to the date of this announcement.

ISSUE OF SECURITIES AND CAPITAL RAISING ACTIVITIES IN THE PREVIOUS 12-MONTH PERIOD

Save for the Shares issued upon exercise of share options granted under the Share Option Scheme, the Company has not issued any securities in the previous 12-month period. The Company has not carried out any capital raising activities in the 12 months immediately preceding the date of this announcement.

INFORMATION RELATING TO THE GROUP

The Group's core business is the operation of casinos and related facilities in Macau.

COMPLETION OF THE SUBSCRIPTION AGREEMENT IS SUBJECT TO THE SATISFACTION AND/OR WAIVER OF THE CONDITIONS PRECEDENT THEREIN. IN ADDITION, THE SUBSCRIPTION AGREEMENT MAY BE TERMINATED UNDER CERTAIN CIRCUMSTANCES. PLEASE REFER TO THE SECTION HEADED "SUBSCRIPTION AGREEMENT" ABOVE FOR FURTHER INFORMATION. AS THE SUBSCRIPTION AGREEMENT MAY OR MAY NOT COMPLETE, SHAREHOLDERS AND POTENTIAL INVESTORS ARE ADVISED TO EXERCISE CAUTION WHEN DEALING IN THE SECURITIES OF THE COMPANY.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms have the meanings set opposite to them below

Board	board of directors of the Company;
Bonds	the zero coupon guaranteed convertible bonds due 2015 in the aggregate principal amount of HK\$2,000,000,000 to be issued by the Issuer;
Bond Issue	the issue of the Bonds;
Bondholder(s)	holder(s) of the Bonds from time to time;
Change of Control	<ul style="list-style-type: none">(i) any person or persons (other than one or more Existing Major Shareholder(s)) acting together acquires Control;(ii) the Company consolidates with or merges into or sells or transfers all or substantially all of the assets of the Company to any other person, unless the consolidation, merger, sale or transfer will not result in the other person or persons acquiring Control over the Company or the successor entity; or(iii) one or more persons (other than any Existing Major Shareholders) acquires the legal or beneficial ownership of all or substantially all of the issued share capital of the Company;
Change of Control Conversion Period	A period of 30 days following a Change of Control, or if later, 30 days following the date on which a notice of the Change of Control is given to Bondholders;
Closing Date	28 October 2009;
Company	SJM Holdings Limited, a company incorporated in Hong Kong with limited liability whose shares are listed on the Main Board of the Stock Exchange;
connected persons	has the same meaning ascribed to it under the Listing Rules;
Control	the acquisition or control of more than 50 per cent. of the voting rights of the issued share capital of the Company or the right to appoint and/or remove all or the majority of the members of the Board, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise;

Conversion Price	the price per Share at which the Bonds may be converted into Shares;
Conversion Shares	Shares to be allotted and issued by the Company upon conversion of the Bonds;
Directors	directors of the Company;
Early Redemption Amount	an amount calculated with reference to the principal amount of the relevant Bonds generally representing for the Bondholders a gross yield of 2 per cent. per annum (calculated on a semi-annual basis) as provided in the Bonds;
Existing Major Shareholders	(a) STDMI, STDM and/or Dr. Ho Hung Sun, Stanley or, (b) if STDMI, STDM and/or Dr. Ho Hung Sun, Stanley ceases to have Control, any of STDM's shareholders as set out on page 86 of the Company's prospectus dated 26 June 2008 and/or any trusts established for the benefit of such shareholders and/or their immediate family members ("related trusts") and/or any of their associates (as defined in the Listing Rules) and/or any of their executors, administrators, personal representatives or similar representatives and/or beneficiaries of their estates and/or companies controlled by them, their immediate family members or related trusts and such companies' direct or indirect subsidiaries;
General Mandate	the general mandate granted by the Shareholders to the Directors at the annual general meeting of the Company held on 13 May 2009 ("AGM") to allot, issue and deal with Shares not exceeding 20% of the aggregate number of Shares in issue as at the date of the passing of the relevant ordinary resolution passed at the AGM plus the number of Shares repurchased by the Company subsequent to the passing of the said resolution (up to a maximum number equal to 10% of the aggregate number of Shares in issue as at the date of the AGM), as approved by a separate ordinary resolution at the AGM;
Group	the Company and its subsidiaries;
HK\$	Hong Kong dollar(s), the lawful currency of Hong Kong;
Hong Kong	the Hong Kong Special Administrative Region of the PRC;
Issuer	Champion Path Holdings Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company;
Issue Price	with respect to the Bonds, 100% of the principal amount thereof;

Listing Rules	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
Lead Manager	Deutsche Bank AG, Hong Kong Branch;
Material Adverse Effect	with respect to the Issuer, the Company or any member of the Group, where such event individually or in the aggregate has a material adverse effect on the condition (financial or otherwise), prospects, results of operations, general affairs or properties of the Issuer, the Company or the Group taken as a whole, or would adversely affect the ability of the Issuer or the Company to perform its obligations under the Contracts or the Bonds or the Guarantee, or which are otherwise material in the context of the issue, offering and distribution of the Bonds;
Maturity Date	28 October 2015;
Offering	the offering of the Bonds outside the United States in offshore transactions in reliance on Regulation S;
Offering Circular	the offering circular to be prepared for use in connection with the Bond Issue and the listing of the Bonds on the SGX-ST;
PRC	the Peoples' Republic of China;
Publication Date	the date of the Offering Circular;
Regulation S	Regulation S of the US Securities Act of 1933 (as amended);
SGX-ST	Singapore Exchange Securities Trading Limited;
Share(s)	ordinary shares of HK\$1.00 each in the capital of the Company, which are listed on the Stock Exchange;
Shareholder(s)	holder(s) of the Shares;
Stock Exchange	The Stock Exchange of Hong Kong Limited;
Share Option Scheme	the share option scheme of the Company approved and adopted by the Shareholders on 13 May 2009;
STDM	Sociedade de Turismo e Diversões de Macau, S.A., a joint stock company incorporated under the laws of Macau;
STDMI	STDM-Investments Limited, or Investimentos-STDM, Limitada, a limited liability company by quotas (" <i>sociedade por quotas</i> ") incorporated under the laws of Macau;

Subscription Agreement	a conditional subscription agreement entered into between the Company, the Issuer and the Lead Manager on 24 September 2009 in connection with the issue by the Issuer of the Bonds;
Trading Day	a day on which the Stock Exchange is open for business;
Trust Deed	a trust deed to be entered into between the Issuer, the Company and a trustee to be appointed and constituting the Bonds;
United States	the United States of America; and
%	per cent.

By order of the Board
SJM Holdings Limited
So Shu Fai
*Executive Director and
Chief Executive Officer*

Hong Kong, 24 September 2009

As at the date of this announcement, the executive Directors are Dr. Ho Hung Sun, Stanley, Dr. So Shu Fai, Mr. Ng Chi Sing, Mr. Rui José da Cunha, Ms. Leong On Kei, Angela and Mr. Shum Hong Kuen, David, the non-executive Director is Dato' Dr. Cheng Yu Tung and the independent non-executive Directors are Mr. Chau Tak Hay, Mr. Lan Hong Tsung, David, Mr. Shek Lai Him, Abraham and Mr. Tse Hau Yin.