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LEGEND STRATEGY INTERNATIONAL HOLDINGS GROUP COMPANY LIMITED
枌濬國際集團控股有限公司
(a company incorporated in the Cayman Islands with limited liability)
(Stock Code: 1355)

PLACING OF CONVERTIBLE BONDS UNDER GENERAL MANDATE

Placing Agent

盛源證券有限公司
SHENG YUAN SECURITIES LIMITED

On 25 May 2016 (after trading hours), the Company entered into the Placing Agreement with, among others, the Placing Agent, pursuant to which the Company has conditionally agreed to issue and the Placing Agent has conditionally agreed to procure, on a best effort basis, not less than six Placees to subscribe for the Convertible Bonds with an aggregate principal amount of up to HK$51,000,000 at the Placing Price.

Assuming the Convertible Bonds are fully placed, based on the initial Conversion Price of HK$0.930 per Conversion Share, 54,838,709 Conversion Shares will be allotted and issued by the Company upon exercise in full of the conversion rights attaching to the Convertible Bonds, representing: (a) approximately 13.94% of the existing issued share capital of the Company; and (b) approximately 12.23% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares (assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Convertible Bonds).

The initial Conversion Price of HK$0.930 per Conversion Share represents (i) a premium of approximately 16.25% over the closing price of HK$0.800 per Share as quoted on the Stock Exchange on the date of signing of the Placing Agreement; and (ii) a premium of approximately 16.54% over the average closing price of HK$0.798 per Share as quoted on the Stock Exchange for the last five trading days up to and including the date of signing of the Placing Agreement.

Assuming the Convertible Bonds are fully placed by the Placing Agent and based on the placing commission in the amount of approximately HK$1,000,000, the gross and net proceeds from the Placing are estimated to be HK$51,000,000 and approximately HK$50,000,000, respectively. The Company intends to use the net proceeds from the Placing for financing the Group's potential acquisitions opportunities as and when appropriate. The Placing is not subject to the Shareholders' approval as the Conversion Shares falling to be issued upon conversion of the Convertible Bonds will be issued under the General Mandate.

Shareholders and potential investors should note that the Placing is subject to the fulfillment of the conditions precedent set out in the Placing Agreement, and may or may not proceed. Shareholders and investors should exercise caution when dealing in the Shares.

THE PLACING AGREEMENT

On 25 May 2016 (after trading hours), the Company and Mr. Ding Yifan (as guarantor) entered into the Placing Agreement with the Placing Agent, pursuant to which the Company has conditionally agreed to issue and the Placing Agent has conditionally agreed to procure, on a best effort basis, not less than six Placees to subscribe for the Convertible Bonds with an aggregate principal amount of up to HK$51,000,000 at the Placing Price.

Details of the Placing Agreement and the Placing of the Convertible Bonds are summarized as follow:

Date

25 May 2016 (after trading hours)

Parties

(1) The Company (as the issuer);

(2) The Placing Agent (as the placing agent); and

(3) Mr. Ding Yifan (as guarantor).

To the best knowledge, information and belief of the Board, having made all reasonable enquiries, the Placing Agent, its associates and their respective ultimate beneficial owner(s) are Independent Third Parties. As at the date of this announcement, the Placing Agent is not interested in any Shares.

Placing of the Convertible Bonds

The Placing Agent has conditionally agreed to procure, on a best effort basis, not less than six Placees to subscribe for the Convertible Bonds with an aggregate principal amount of up to HK$51,000,000 at the Placing Price.

The Placees

The Placing Agent shall ensure that the Placees (being individual, professional or institutional investors) and their ultimate beneficial owners are Independent Third Parties and not connected persons of the Company and that none of the Placees will become a substantial shareholder of the Company as a result of the placing of the Convertible Bonds subscribed by him/her/it on fully converted basis as at the date of completion of the Placing (taking into account other securities held by such Placee at the time of his/her/its subscription of the Convertible Bonds).

Placing Commission

The Placing Agent will receive a placing commission for the Placing of 2% of the aggregate Placing Price successfully placed by the Placing Agent to the Placees. The commission rate was determined after arm's length negotiations between the Company and the Placing Agent with reference to market rates.

Principal terms of the Convertible Bonds

Issuer	:	The Company
Total principal amount	:	Up to an aggregate principal amount of HK$51,000,000
Guarantor	:	Mr. Ding Yifan, the controlling shareholder of the Company, shall guarantee the due payment of all sums expressed to be payable by the Company under the terms and conditions of the Convertible Bonds and pursuant to a personal guarantee to be given by Mr. Ding Yifan.

Interest	:	8% per annum on the outstanding principal amount thereof, which will be payable by the Company yearly in arrears. The first payment will be made on the first anniversary date of the date of issue of the Convertible Bonds. Where the holder of the Convertible Bonds has converted the whole of the principal amount of the Convertible Bond, such holder of the Convertible Bonds will be entitled to interest in respect of the principal amount being converted for the period from the date of issue of the Convertible Bonds up to the Conversion Date. In the case that the Maturity Date is extended or postponed, the holders of the Convertible Bonds shall be entitled to interest in respect of the principal amount of the Convertible Bonds converted for the period from the date of issue of the Convertible Bonds up to the Conversion Date.
Maturity Date	:	One year from the date of issue of Convertible Bonds or if such date is not a business day, the next business day. Subject to the mutual agreement between the Issuer and all the Placees, the Maturity Date may be extended for another year.
Redemption and Maturity	:	Unless previously redeemed, converted or cancelled, upon maturity of the Convertible Bonds in accordance with the terms and conditions of the Convertible Bonds, the Company shall pay to the holder of the Convertible Bonds an amount equal to the aggregate of (i) 100% of the principal amount of the Convertible Bonds outstanding; (ii) interest accrued and outstanding pursuant to terms and conditions of the Convertible Bonds; and (iii) a premium of 7% per annum of the principal amount of the Convertible Bonds outstanding. In the case that the Maturity Date is extended or postponed pursuant to the terms and conditions of the Convertible Bonds, upon maturity of the Convertible Bonds on such extended maturity date, the

Company shall pay to the holders of the Convertible Bonds an amount equal to the aggregate of (i) 100% of the principal amount of the Convertible Bonds outstanding; (ii) interest accrued and outstanding pursuant to the terms and conditions of the Convertible Bonds; and (iii) a premium of 15% of the principal amount of the Convertible Bonds outstanding. For the avoidance of doubt and in the absence of any Events of Default, the Company shall not be liable to pay any premium to the holder of the Convertible Bonds if the relevant Convertible Bonds are redeemed, converted or cancelled prior to the Maturity Date (whether extended or postponed).

Conversion Period : The period commencing on the Vesting Date and expiring on the business day immediately prior to the Maturity Date (both days inclusive).

Conversion rights : Holders of the Convertible Bonds will have the right to convert in whole but not in part of the principal amount of the Convertible Bonds into Conversion Shares at the initial Conversion Price of HK$0.930 per Conversion Share at any time during the Conversion Period provided that the conversion of the Convertible Bonds (i) does not trigger any mandatory offer obligation under Rule 26 of the Takeovers Code on the part of the holders of the Convertible Bonds which exercised the conversion rights, namely, more than 30% (or such other percentage as stated in Rule 26 of the Takeovers Code in effect from time to time) of the then issued ordinary share capital of the Company or otherwise pursuant to other provisions of the Takeovers Code; and (ii) does not reduce the public float of the Shares to less than 25% (or any given percentage as required by the Listing Rules) of the issued Shares.

Fractions of the Conversion Shares will not be issued on conversion and no cash adjustments will be made in respect thereof.

Conversion Shares	:	Assuming the Convertible Bonds are fully placed, based on the initial Conversion Price of HK$0.930 per Conversion Share, 54,838,709 Conversion Shares will be allotted and issued by the Company upon exercise in full of the conversion rights attaching to the Convertible Bonds, representing: (a) approximately 13.94% of the existing issued share capital of the Company; and (b) approximately 12.23% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares (assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Convertible Bonds). The maximum aggregate nominal value of the Conversion Shares is HK$548,387. The Conversion Shares shall be allotted and issued pursuant to the General Mandate.
Conversion Price	:	The initial Conversion Price of HK$0.930 per Conversion Share represents (i) a premium of approximately 16.25% over the closing price of HK$0.800 per Share as quoted on the Stock Exchange on the date of signing of the Placing Agreement; and (ii) a premium of approximately 16.54% over the average closing price of HK$0.798 per Share as quoted on the Stock Exchange for the last five trading days up to and including the date of signing of the Placing Agreement. The Conversion Price is subject to adjustments upon occurrence of certain "Adjustment Events" as described below. The Conversion Price was determined after arm's length negotiations between the Company and the Placing Agent, with reference to the recent performance of the Shares, the Group's existing financial position and current market conditions.

Early Redemption	:	Neither the Company nor the holders of the Convertible Bonds may demand early redemption of the Convertible Bonds in any event.
Adjustments Events	:	The Conversion Price will be subject to adjustment upon the occurrence of the following events: (i) an alteration of the nominal value of the Shares by reason of consolidation, subdivision, reclassification or otherwise; and (ii) an issue of Shares credited as fully paid to Shareholders by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve), other than Shares paid up out of profits or reserves and issued in lieu (in whole or in part) of a cash dividend, being a dividend which the Shareholders concerned would or could otherwise have received.
Events of Default	:	For so long as any Convertible Bond remains outstanding, if any of the following events ("**Events of Default**") occurs, unless prior written consent is obtained from the Majority Bondholders, the Majority Bondholders will be entitled to give a notice in writing to the Company that the Convertible Bonds held by all holders are immediately due and payable at its principal amount then outstanding together with any accrued and unpaid interest and premium under the terms and conditions of the Convertible Bonds calculated up to and excluding the date of payment: (i) there is a failure by the Company to pay the principal of or any interest on the Convertible Bonds when due and such failure continues for a period of fifteen days; or

(ii) there is any failure by the Company to deliver any Shares following conversion of Convertible Bonds as and when the Shares are required to be delivered pursuant to the terms and conditions of the Convertible Bonds; or there is a material breach or default by the Company or Mr. Ding Yifan in the performance or observance of or compliance with any obligations, covenants, undertakings or other terms under any of the Placing Agreement, the terms and conditions of the Convertible Bonds, the personal guarantee to be made by Mr. Ding Yifan and any other documents relating to the Placing and such breach or default is incapable of remedy or, if capable of remedy, is not remedied in full within twenty (20) business days from the date on which such breach or default occurs; or

(iii) any representation, warranty, certification or statement made by or on behalf of the Company or Mr. Ding Yifan under any of the Placing Agreement, the terms and conditions of the Convertible Bonds, the personal guarantee to be made by Mr. Ding Yifan and any other documents relating to the Placing was or has become incorrect, misleading or false in any material respect; or

(iv) there is, or is agreed to be, any dispose of all or substantially all of the assets of the Group as a whole; or

(v) Mr. Ding Yifan ceases to own and/or control directly or indirectly or in combination (through controlled entities) at least 30% of the voting rights of the Company (after taking into account any dilution effect by issuance of any new Shares by the Company, including but not limited to the issuance of the Conversion Shares); or

(vi) there has been any material breach of and non-compliance with any applicable law, regulation or Listing Rules by any member of the Group which will result in a material adverse effect; or

(vii) the Shares cease to be listed on the Stock Exchange or are suspended from trading on the Stock Exchange for a continuous period of thirty (30) trading days due to the default of or the non-compliance with the law or regulations (including without limitation the Listing Rules) on part of the Company or any of its subsidiaries; or

(viii) it is unlawful for the Company to perform or comply with any one or more of its covenants, conditions, provisions or obligations under any of the Convertible Bonds; or

(ix) the Company does not perform or comply with any one or more of its other obligations under the Convertible Bonds which default is incapable of remedy, or is not remedied within 30 days after notice requiring the same to be remedied is served by the Majority Bondholders on the Company; or

(x) a distress, attachment, execution or other legal process as finally adjudged by a competent court is levied, enforced or sued out on or against the whole or a material part of the property, assets or revenues of the Company or any subsidiary of the Company as of the issue date of the Convertible Bonds falling within the meaning of Rule 13.25(2) of the Listing Rules (the "**Major Subsidiary**") held by the Company or such Major Subsidiary and is not discharged or stayed within 45 days (or such longer period as the Majority Bondholders may consider appropriate); or

(xi) an encumbrancer takes possession or a receiver, manager or other similar officer is appointed of the whole or a material part of the assets or undertaking of the Company or any Major Subsidiary and is not discharged within 45 days of taking such possession or, as the case may be, appointment; or

(xii) the Company or any Major Subsidiary is insolvent or bankrupt or unable to pay its debts as and when they fall due or proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of the Company or any Major Subsidiary; or

(xiii) an order is made or an effective resolution passed for winding-up or dissolution of the Company or any Major Subsidiary, or the Company or any Major Subsidiary ceases or threatens to cease to carry on all or a material part of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganization, merger or consolidation; or

(xiv) proceedings are initiated against the Company or any Major Subsidiary under any applicable bankruptcy or insolvency law and such proceedings are not discharged or stayed within a period of 45 days; or

(xv) Mr. Ding Yifan or any of his Major Subsidiary is insolvent or bankrupt or unable to pay its debts as and when they fall due or proposes or makes a general assignment to or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of Mr. Ding Yifan or any of his Major Subsidiary; or

(xvi) Analogous Events: any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (xii) to (xvii) (both inclusive) above.

(xvii) The terms and conditions to the Convertible Bonds may be amended from time to time by mutual consent of the Company and the Majority Bondholders, provided that the Company is either satisfied that (a) the amendment does not materially and adversely affect the rights of the Company compared to those already disclosed to the Shareholders in procuring Shareholders' approval for the issue of these Convertible Bonds; or (b) such amendments are subject to full re-compliance of the Listing Rules, including without limitation any requirement to obtain Shareholders' approval.

Provided that the Company is not regarded as having triggered any event of default in the event of the occurrence of any events or incidents which take place beyond the control of the Company without gross negligence, wilful default or omission of the Company or which flows from natural or reasonably anticipated development of events which have been fully and fairly disclosed by the Company by way of public announcements or circulars or financial reports published by the Company.

Transferability : The Convertible Bonds are not transferable (in whole or in part) by the holder of the Convertible Bonds to any person unless the prior written consent of the Company has been obtained, provided that such transfer shall comply with the Listing Rules and relevant laws and regulations.

Voting : Holders of the Convertible Bonds shall not be entitled to attend or vote at any meetings of the Company by reason only of its being a holder of the Convertible Bonds.

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

Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be allotted and issued upon the exercise of the conversion rights attached to the Convertible Bonds.

Ranking of the Conversion Shares	:	The Conversion Shares will, when issued and allotted, rank pari passu in all respects with all the fully paid Shares in issue on the date of issue of the Conversion Shares.

Conditions precedent to the Placing

Completion of the Placing is conditional upon the fulfillment of the following conditions:

(i) the execution (where necessary) and delivery of each of the Placing Agreement, Convertible Bond certificate, the terms and conditions of the Convertible Bonds and the personal guarantee to be made by Mr. Ding Yifan by the respective parties;

(ii) the Listing Committee of the Stock Exchange granting to the Company an approval for the listing of, and permission to deal in, the Conversion Shares;

(iii) all necessary consents, approvals, authorizations and/or waivers having been obtained by the Company and/or Mr. Ding Yifan to effect the execution, completion and performance of the obligations and other terms of the Placing Agreement and the personal guarantee, if applicable;

(iv) as at the date of the Placing Agreement and the placing completion date, there being no occurrence of events which have a material adverse effect or would (had the Convertible Bonds been issued) constitute an event of default under the terms and conditions of the Convertible Bonds; and

(v) no representation, warranty or undertaking under the Placing Agreement having been breached in any material respect by the Company or Mr. Ding Yifan or rendered inaccurate, untrue or misleading in any material respect, in each case on or prior to the placing completion date.

If the conditions precedent in respect of the Placing are not fulfilled on or before the fifteenth business day from the date of the Placing Agreement (or such other date as may be agreed between the Placing Agent and the Company), all rights, obligations and liabilities of the parties in respect of the Placing shall cease and determine and none of the parties therein shall have any claim against any other in respect of the Placing, save for any liability arising out of any antecedent breaches of the Placing Agreement.

Completion of the Placing

Subject to termination of the Placing Agreement, completion of the Placing shall take place at or before 4:00 p.m. on the fifth business day after the date on which all the conditions precedent to the Placing have been fulfilled but in any event no later than the fifteenth business day from the date of the Placing Agreement (or such other time and date as may be agreed between the Placing Agent and the Company).

Termination of the Placing Agreement

Upon the occurrence of the following events:

(A) there develops, occurs or comes into force:

(i) any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date hereof) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions; or

(ii) the imposition of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise; or

(iii) any change in conditions of local, national or international securities markets; or

(iv) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group; or

(v) a change or development involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong or elsewhere; or

(vi) any litigation or claim being instigated against any member of the Group which would have a material adverse effect of the Group; or

(vii) any suspension in the trading of Shares on the Stock Exchange for a continuous period of fifteen business days; or

(B) Mr. Ding Yifan ceases to own and control directly or indirectly or in combination (through controlled entities) at least 30% of the voting rights of the Company; or

(C) any breach of any of the representations and warranties comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date hereof and prior to the placing completion date which if it had occurred or arisen before the date hereof would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of the Placing Agreement; or

(D) there is any adverse material change in the financial or business or trading position of the Company,

then and in any such case, the Placing Agent may after consultation with the Company terminate the Placing Agreement without any liability to the Company by giving notice in writing to the Company and Mr. Ding Yifan, provided that such notice is received prior to 9:30 a.m. on the date of completion of the Placing.

In the event the Placing Agent terminates the Placing Agreement in accordance with the terms therein, all obligations of each of the parties under the Placing Agreement shall cease and determine and no party therein shall have any claim against the other party therein in respect of any matter arising out of or in connection with the Placing Agreement except for any antecedent breach of any obligation under the Placing Agreement.

GENERAL MANDATE

The Placing is not subject to the Shareholders' approval as the Conversion Shares falling to be issued upon conversion of the Convertible Bonds will be issued under the General Mandate, which was granted to the Directors pursuant to a resolution passed by the Shareholders at the annual general meeting of the Company held on 29 May 2015. Under the General Mandate, the Company is authorized to allot, issue and otherwise deal with new Shares (including the issue of any securities convertible into Shares, or options, warrants or similar rights to subscribe for any Shares) of up to 20% of the aggregate nominal amount of the issued share capital of the Company as at the date of the aforesaid annual general meeting, which as at the date of the Placing Agreement amounts to 62,814,000 new Shares. As at the date of this announcement, the General Mandate has not been utilized since it was granted.

REASONS FOR THE PLACING AND USE OF PROCEEDS

The Company is an investment holding company. The Group is principally engaged in the budget hotel operations.

As disclosed in the annual report 2015, the management of the Group is looking for investment opportunities and explore new hotel business in the PRC, Hong Kong or overseas, so as to optimize the overall hotel assets structure, improve efficiency and get rid of the drag brought by existing hotel business.

Assuming the Convertible Bonds are fully placed by the Placing Agent and based on the placing commission the amount of approximately HK$1,000,000, the gross and net proceeds from the Placing are estimated to be HK$51,000,000 and approximately HK$50,000,000, respectively. Therefore, assuming the Convertible Bonds are fully placed and the conversion rights of all the Convertible Bonds are exercised, the net price for the Placing is approximately HK$0.9114 per Conversion Share. The Company intends to use the net proceeds from the Placing for financing the Group's potential acquisition opportunities as and when appropriate.

The terms of the Convertible Bonds and the Placing (including the Conversion Price) were determined after arm's length negotiations between the Company and the Placing Agent with reference to the recent performance of the Shares, the Group's existing financial position and current market conditions. The placing commission was arrived at after arm's length negotiations between the Company and the Placing Agent with reference to prevailing market rates. The Directors consider that the terms of the Placing Agreement and the Convertible Bonds (including the interest rate, the Conversion Price and the placing commission) are on normal commercial terms, fair and reasonable, and in the interests of the Company and its Shareholders as a whole.

FUND RAISING ACTIVITIES OF THE COMPANY IN THE PAST TWELVE MONTHS

The Company has conducted the following equity fund raising exercises in the past twelve months immediately preceding the date of this announcement.

Date of announcement	Equity fund raising exercise	Net proceeds raised	Intended use of proceeds	Actual use of proceeds
28 August 2015	Open offer for a minimum of 78,704,999 shares at a price of HK$0.80 per offer share on the basis of one (1) offer share for every four (4) existing share held on 21 September 2015. The open offer was completed on 15 October 2015 whereby a total of 78,704,999 offer shares have been successfully subscribed.	Approximately HK$63 million	General working capital and financing investment activities	Used as intended

EFFECTS ON SHAREHOLDING STRUCTURE OF THE COMPANY

Assuming (a) there is no change in the issued share capital of the Company from the date of this announcement and up to the date of full conversion of the Convertible Bonds at the initial Conversion Price (other than as a result of the allotment and issue of the Conversion Shares); and (b) all of the HK$51,000,000 Convertible Bonds are placed in full, the shareholding structures of the Company (i) as at the date of this announcement and (ii) immediately after the allotment and issue of all the Conversion Shares are summarized as follows:

	As at the date of this announcement		**Immediately upon full conversion of the Convertible Bonds at the initial Conversion Price**	
Shareholders	*No. of Shares*	*Approximate %*	*No. of Shares*	*Approximate %*
China Medical Overseas Limited *(Note 1)*	201,503,082	51.20%	201,503,082	44.94%
Existing Public Shareholders	192,021,918	48.80%	192,021,918	42.83%
The Placees	—	0.00%	54,838,709	12.23%
	393,525,000	100.00%	448,363,709	100.00%

Note:

1. China Medical Overseas Limited is owned by Mr. Ding Yifan and Mr. Huang Yun as to 90% and 10% equity interest respectively.

Shareholders and potential investors should note that the Placing is subject to the fulfillment or waiver of the conditions precedent set out in the Placing Agreement, and may or may not proceed. Shareholders and investors should exercise caution when dealing in the Shares.

DEFINITIONS

The following terms have the following meanings in this announcement unless the context otherwise requires:

"Board"	the board of Directors

"business day"	a day on which banks in Hong Kong are open for business, other than a Saturday or a Sunday, or a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon
"Company"	Legend Strategy International Holdings Group Company Limited, a company incorporated in the Cayman Islands with limited liability and whose Shares are listed on the Main Board of the Stock Exchange with stock code 1355
"connected person(s)"	having the meaning ascribed thereto under the Listing Rules
"Conversion Date"	means a business day on which the conversion notice is received by the Company, pursuant to which the conversion rights of the Convertible Bonds are exercised in accordance with the terms and conditions of the Convertible Bonds and the earliest Conversion Date shall be the 21st business day from the Vesting Date in accordance with the terms and conditions of the Convertible Bonds
"Conversion Period"	the period commencing on the Vesting Date and expiring on the business day immediately prior to the Maturity Date (both days inclusive)
"Conversion Price"	initially being HK$0.930 per Conversion Share, subject to adjustments and the terms and conditions of the Convertible Bonds
"Conversion Share(s)"	the new Share(s) to be allotted and issued by the Company upon conversion of the Convertible Bonds
"Convertible Bonds"	the 8% per annum coupon convertible bonds proposed to be issued by the Company in the aggregate principal amount of up to HK$51,000,000 due on the Maturity Date, to be placed under the Placing
"Directors"	the directors of the Company

"General Mandate"	the general mandate which was granted to the Directors pursuant to an ordinary resolution passed at the Company's annual general meeting on 29 May 2015 to issue and allot up to 62,814,000 Shares, representing 20% of the aggregate nominal value of the share capital of the Company in issue on the date of passing such resolution
"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
"Independent Third Party(ies)"	persons who themselves (and in the case of any corporate entities, their ultimate beneficial owners) are, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, third parties independent of, and not connected with, the Company and its connected persons
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Maturity Date"	One year from the date of issue of Convertible Bonds. Subject to the mutual consent between the Company and the Placees, the Maturity Date may be extended or postponed for another year
"Majority Bondholder(s)"	a holder or a group of holders of Convertible Bonds in aggregate holding not less than 50% of the outstanding principal amount of the Convertible Bonds for the time being
"Placees"	any independent individual, professional or institutional investors whom the Placing Agent and/or any of their sub-placing agent(s) have procured to subscribe for any of the Convertible Bonds under the Placing
"Placing"	the placing of the Convertible Bonds in accordance with the terms and conditions of the Placing Agreement

"Placing Agent"	Sheng Yuan Securities Limited, a company licensed to carry on type 1 (dealing in securities), type 2 (dealing in futures contracts) and type 4 (advising on securities) regulated activities under the SFO
"Placing Agreement"	the conditional placing agreement entered into between the Company, among others, the Placing Agent dated 25 May 2016 in relation to the Placing
"Placing Price"	the subscription price of the Convertible Bonds, being the face value of the principal amount of such portion of the Convertible Bonds
"SFO"	Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong
"Shareholder(s)"	holder(s) of the Shares
"Share(s)"	ordinary share(s) of HK$0.01 each in the share capital of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"substantial shareholder(s)"	having the meaning ascribed thereto under the Listing Rules
"Takeovers Code"	The Hong Kong Code on Takeovers and Mergers
"Vesting Date"	the date of issue of the Convertible Bonds (which must be a business day and if not, the business day immediately following)
"%"	per cent

By Order of the Board
Legend Strategy International Holdings Group Company Limited
Huang Yun
Executive Director

Hong Kong, 25 May 2016

As at the date of this announcement, the Board of the Company comprises:

Executive Directors:
Mr. Huang Yun
Mr. Dai Lifeng

Non-executive Director:
Mr. Law Fei Shing

Independent non-executive Directors:
Mr. Chung Wai Man
Mr. Leung Siu Hong
Mr. Tso Hon Sai, Bosco