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

PLACING OF NEW SHARES UNDER GENERAL MANDATE

Placing Agent
Cheong Lee Securities Limited

On 8 September 2025 (after trading hours), the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Company was desirous of appointing the Placing Agent on sole and exclusive basis to place and procure subscriptions for the Placing Shares on a best effort basis subject to the terms and conditions set out in the Placing Agreement. The Placing Agent shall procure not less than six Placees to subscribe for up to 198,840,000 Placing Shares at the Placing Price of HK$0.063 per Placing Share.

The maximum number of 198,840,000 Placing Shares represent (i) approximately 19.99% of the total number of issued Shares as at the date of the Placing Agreement; and (ii) approximately 16.66% of the total number of issued Shares as enlarged by the allotment and issue of the 198,840,000 Placing Shares.

The Placing Price of HK$0.063 per Placing Share represents (i) a discount of approximately 11.27% to the closing price of HK$0.071 per Share as quoted on the Stock Exchange on the date of the Placing Agreement; and (ii) a discount of approximately 19.23% to the average of the closing prices for the five consecutive trading days immediately prior to the date of the Placing Agreement as quoted on the Stock Exchange of HK$0.078 per Share.

Assuming all the Placing Shares are successfully placed by the Placing Agent, the maximum gross proceeds from the Placing will be HK$12,526,920. The maximum net proceeds from the Placing (after deducting the documentary and placing fee payable to the Placing Agent, professional fees and other related costs and expenses incurred in the Placing) will be approximately HK$12.37 million which will be used for further development of the healthcare and beauty business segment of the Group.

The Placing is not subject to the Shareholders' approval as the Placing Shares will be allotted and issued under the General Mandate.

Shareholders and potential investors of the Company should note that the Completion is subject to the fulfilment of the conditions precedent under the Placing Agreement. As the Completion may or may not proceed, Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

On 8 September 2025 (after trading hours), the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Company was desirous of appointing the Placing Agent on sole and exclusive basis to place and procure subscriptions for the Placing Shares on a best effort basis subject to the terms and conditions set out in the Placing Agreement. The Placing Agent shall procure not less than six Placees to subscribe for up to 198,840,000 Placing Shares at the Placing Price of HK$0.063 per Placing Share.

THE PLACING AGREEMENT

Date

8 September 2025 (after trading hours)

Issuer

The Company

Placing Agent

Cheong Lee Securities Limited

(each a "**Party**" and collectively, the "**Parties**")

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of the Placing Agreement, the Placing Agent and its ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons.

Placees

The Placing Agent will act as agent of the Company to procure not less than six Placees to subscribe for the Placing Shares on a best effort basis. The Placee(s) shall be any investor who is an individual, institutional or professional investor selected and/or procured by or on behalf of the Placing Agent as contemplated by the Placing Agreement and is (i) independent of the Company (and the Group), its connected person(s) and their respective associate(s), and (ii) independent of and not parties acting in concert with any persons, other Placee(s) or Shareholders to the effect that any Placing to such investor shall not trigger any mandatory offer obligation under Rule 26.1 of the Takeovers Code, procured by the Placing Agent to subscribe for the Placing Shares pursuant to the Placing Agent's obligations under the Placing Agreement. No Placee(s) shall become a substantial Shareholder (as defined in the Listing Rules) of the Company forthwith upon the Completion.

Placing Shares

The maximum number of 198,840,000 Placing Shares represent (i) approximately 19.99% of the total number of issued Shares as at the date of the Placing Agreement; and (ii) approximately 16.66% of the total number of issued Shares as enlarged by the allotment and issue of the 198,840,000 Placing Shares. The aggregate nominal value of the maximum number of the Placing Shares under the Placing will be HK$1,988,400.

The Placing Shares shall rank *pari passu* in all respects with the Shares then in issue, including the right to receive all dividends and/or distributions declared, made or paid on or after the Completion.

Placing Price

The Placing Price of HK$0.063 per Placing Share represents (i) a discount of approximately 11.27% to the closing price of HK$0.071 per Share as quoted on the Stock Exchange on the date of the Placing Agreement; and (ii) a discount of approximately 19.23% to the average of the closing prices for the last five consecutive trading days immediately prior to the date of the Placing Agreement as quoted on the Stock Exchange of HK$0.078 per Share.

The net Placing Price (after deducting the documentary and placing fee payable to the Placing Agent, professional fees and other related costs and expenses incurred in the Placing) is approximately HK$0.0622 per Share.

The Placing Price was determined after arm's length negotiations between the Parties on the date of the Placing Agreement with reference to, among others, the prevailing market price of the Shares. The Directors consider that the terms of the Placing Agreement (including the Placing Price) are fair and reasonable and that the Placing is in the interests of the Company and the Shareholders as a whole.

Conditions precedent of the Placing Agreement

Completion of the Placing shall be conditional upon the satisfaction or fulfilment of the conditions precedent as set out hereunder:

(a) the Listing Committee having granted approval for the listing of, and permission to deal in, the Placing Shares, and such approval not having been revoked, suspended, withdrawn or cancelled, or threatened with any revocation, suspension, withdrawal or cancellation at any time prior to the Long Stop Date;

(b) the Shares remaining listed on the main board of the Stock Exchange, and that the listing status of the Shares not being subject to or threatened with any revocation, suspension, withdrawal or cancellation at any time prior to the Long Stop Date;

(c) (if required) the Company having obtained the necessary consent, approval, authorisation, permission, or confirmation from any third party to which the Company have entered into any agreement or arrangement; and

(d) the Company's representations and warranties made pursuant to the Placing Agreement being true and accurate and not misleading up to the Completion.

The conditions precedent (a) to (c) cannot be waived by any Party. The Placing Agent may at any time prior to the Long Stop Date unilaterally waive the condition precedent (d) above by notifying the Company in writing. As soon as practicable after the execution of the Placing Agreement and in any event, by the Long Stop Date, the Company shall use its best endeavours to procure the satisfaction of the conditions precedent (a) to (c) above as well as (d) (in case the condition precedent (d) above has not been waived by the Placing Agent).

If any one or more of the conditions precedent shall not have been satisfied or fulfilled by the Long Stop Date or any of the force majeure event set out below shall have occurred, subject to the terms in relation to failure to complete or lapse or termination of the Placing as set out in the Placing Agreement, all obligations and responsibilities of the Placing Agent and those of the Company under the Placing Agreement shall cease and determine forthwith and no Party shall have any claim whatsoever against the other Party in relation thereto save for any antecedent breach of the Placing Agreement and without prejudice to the accrued rights and liabilities of each Party.

Force majeure to the Placing Agreement

If at any time between the execution of the Placing Agreement and on the Business Day immediately prior to the Completion Date, there occurs:

(a) the introduction of any new law or regulation or any change in existing law or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Company;

(b) the occurrence of any local, national or international event or change occurring after the date of the Placing Agreement of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not sui generis with any of the foregoing), or in the nature of any local, national, international outbreak or escalation of hostilities or armed conflict, or affecting local securities market or the occurrence of any combination of circumstances which may, in the reasonable opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Company or adversely prejudices the success of the Placing (such success being the completion of the placing of the Placing Shares to potential investor(s)) or otherwise makes it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Placing;

(c) any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction on trading in securities) occurs after the date of the Placing Agreement which materially and adversely affects the success of the Placing (such success being the completion of the placing of the Placing Shares to potential investor(s)) or otherwise in the reasonable opinion of the Placing Agent make it inexpedient or inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Placing;

(d) the Company commits any material breach of or omits or fails to observe any of its obligations or undertakings under the Placing Agreement; or

(e) any of the representations or warranties contained in the Placing Agreement was, when given or deemed to be repeated under the Placing Agreement, untrue or inaccurate in any material respect or would in any material respect be untrue or inaccurate, or if repeated the Placing Agent shall determine in its reasonable opinion that any such untrue representation or warranty represents or is likely to represent a material adverse change in the financial or trading position or prospects of the Company or will otherwise likely to have a material prejudicial effect on the Placing;

then the Placing Agent may upon giving notice to the Company terminate the Placing Agreement with immediate effect. If the Placing Agreement shall be terminated pursuant to the abovementioned force majeure, the obligations of the Placing Agent shall cease and determine and the Company shall not have any recourse whatsoever against the Placing Agent, but the Company shall have to settle and discharge the documentary and placing fee, and the Placing Agent may recover the same from the Company as if the aggregate amount of the documentary and placing fee were a debt due and owing by the Company to the Placing Agent.

Completion

Subject to the fulfilment of the abovementioned conditions precedent of the Placing Agreement, the Completion shall take place on the Completion Date.

Documentary and placing fee

The Company shall pay HK$120,000 to the Placing Agent as non-refundable documentary and placing fee.

Based on the maximum number of the Placing Shares and assuming fully placed, the documentary and placing fee represents approximately 0.96% of the maximum gross proceeds of the Placing. The Directors consider that the documentary and placing fee is fair and reasonable and is in the interests of the Company and the Shareholders as a whole.

General Mandate

The Placing Shares will be allotted and issued under the General Mandate. As at the date of the Placing Agreement, the General Mandate has not been utilised since it was granted and the maximum number of new Shares that could be issued by the Company under the General Mandate is 198,845,032 Shares. As such, the General Mandate is sufficient for the allotment and issue of the Placing Shares.

Application for listing

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Placing Shares.

REASONS FOR AND BENEFITS OF THE PLACING AND USE OF PROCEEDS

The Group is principally engaged in accommodation operations, provision of accommodation consultations and property facilities management services and other related business.

Assuming all the Placing Shares are successfully placed by the Placing Agent, the maximum gross proceeds from the Placing will be HK$12,526,920. The maximum net proceeds from the Placing (after deducting the documentary and placing fee payable to the Placing Agent, professional fees and other related costs and expenses incurred in the Placing) will be approximately HK$12.37 million which will be used for further development of the healthcare and beauty business segment of the Group.

The Directors are of the view that (i) the Placing can strengthen the capital base and financial position of the Company; (ii) the Placing can broaden the shareholder base of the Company; (iii) the Placing will not increase the burden on interest payment as compared with debt financing; and (iv) the Placing Agreement is entered into upon normal commercial terms following arm's length negotiations between the Parties. Accordingly, the Directors consider that the terms of the Placing Agreement (including the Placing Price and the documentary and placing fee) are fair and reasonable and that the Placing is in the interests of the Company and the Shareholders as a whole.

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has conducted the following equity fund raising activities in the past 12 months prior to the date of this announcement:

Date of announcement	Fund-raising activity	Net proceeds (approximate)	Intended use of net proceeds as announced	Actual/designated use of net proceeds
2 September 2024	Placing of new shares under general mandate	HK$15.0 million	Approximately HK$5.0 million for renovation of accommodation facilities and approximately HK$10.0 million for general working capital of the Group	Approximately HK$5.0 million for renovation of accommodation facilities and approximately HK$10.0 million for general working capital of the Group
21 November 2024 and 26 March 2025	1 for 1 rights issue of new shares	HK$39.1 million	Approximately HK$20.3 million for developing the healthcare and beauty business and approximately HK$18.8 million for general working capital of the Group	Approximately HK$20.3 million for developing the healthcare and beauty business and approximately HK$18.8 million for general working capital of the Group

Save as disclosed above, the Company had not conducted any equity fund raising-activities in the past twelve months immediately preceding the date of this announcement.

EFFECT ON SHAREHOLDING STRUCTURE OF THE COMPANY

The table below illustrates the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately upon the allotment and issue of the Placing Shares (assuming the Placing Shares are placed in full and there will be no change in the total number of issued Shares between the date of this announcement and up to the Completion Date):

Shareholders	**(i) as at the date of this announcement**		**(ii) immediately upon the allotment and issue of the Placing Shares (assuming the Placing Shares are placed in full and there will be no change in the total number of issued Shares between the date of this announcement and up to the Completion Date)**	
	Number of Shares	*Approximate %*	*Number of Shares*	*Approximate %*
Director				
Yuan Fuer ("**Mr. Yuan**") *(Note 1)*	539,129,020	54.23%	539,129,020	45.19%
Placees	–	–	198,840,000	16.66%
Public Shareholders	455,096,140	45.77%	455,096,140	38.15%
Total	994,225,160	100.00%	1,193,065,160	100.00%

Note:

1. These 539,129,020 shares were registered in the name of Hehui International Development Limited ("**Hehui**"). Mr. Yuan held the entire issued share capital of Hehui and was deemed to be interested in the 539,129,020 shares in which Hehui was interested pursuant to the SFO. These 539,129,020 Shares were charged in favour of Osibao Cosmetics International Limited which is a company incorporated in Hong Kong ("**Osibao Cosmetics HK**"). Mr. Cheung Ching Mo held the entire issued share capital of Osibao Cosmetics Holding Limited which is a company incorporated in the British Virgin Islands ("**Osibao Cosmetics BVI**") and Osibao Cosmetics BVI held the entire issued share capital of Osibao Cosmetics HK.

GENERAL

The Placing is not subject to Shareholders' approval as the Placing Shares will be allotted and issued under the General Mandate.

Shareholders and potential investors of the Company should note that the Completion is subject to the fulfilment of the conditions precedent under the Placing Agreement. As the Completion may or may not proceed, Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

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

"acting in concert"	has the meaning ascribed thereto in the Takeovers Code
"AGM"	the annual general meeting of the Company held on 26 May 2025
"associate(s)"	has the meaning ascribed thereto in the Listing Rules
"Board"	the board of Directors
"Business Day(s)"	any day (other than a Saturday, Sunday or public holiday or a day on which a typhoon signal no. 8 or above or black rainstorm signal is hoisted or the Extreme Conditions is announced in Hong Kong between 9:00 a.m. to 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
"Company"	Legend Strategy International Holdings Group Company Limited, an exempted company incorporated in the Cayman Islands with limited liability, with its Shares listed on the main board of the Stock Exchange

"Completion"	the overall completion of the Placing, which shall take place on the Completion Date
"Completion Date"	the date of Completion, which shall be any Business Day falling within three (3) Business Days after the Long Stop Date, and the Parties may postpone the Completion Date in writing
"connected person(s)"	shall have the meaning ascribed thereto in the Listing Rules
"Director(s)"	director(s) of the Company
"Extreme Conditions"	the extreme conditions as announced by any Hong Kong Government department or body or otherwise, whether or not under or pursuant to the revised "Code of Practice in Times of Typhoons and Rainstorms" issued by the Labour Department in June 2019 in the event of serious disruption of public transport services or government services, extensive flooding, major landslides or large-scale power outrage after typhoons or incidents similar in seriousness or nature
"General Mandate"	refers to the general mandate granted by the Shareholders at the AGM for the Directors to allot, issue and deal with no more than 198,845,032 new Shares prior to the next annual general meeting of the Company
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China

"Listing Committee"	the listing committee appointed by the Stock Exchange for considering applications for listing and approving the listing of and dealing with securities on the Stock Exchange
"Listing Rules"	the Rules Governing the Listing of Securities on the main board of the Stock Exchange
"Long Stop Date"	23 September 2025 or such later date as the Parties may agree in writing, being the date on which all the conditions precedent have been satisfied or fulfilled, and if such a date is not a Business Day, the Long Stop Date shall be postponed to the following Business Day
"Placee(s)"	any investor who is an individual, institutional or professional investor selected and/or procured by or on behalf of the Placing Agent as contemplated by the Placing Agreement and is (i) independent of the Company (and the Group), its connected person(s) and their respective associate(s), and (ii) independent of and not parties acting in concert with any persons, other Placee(s) or Shareholders to the effect that any Placing to such investor shall not trigger any mandatory offer obligation under Rule 26.1 of the Takeovers Code, procured by the Placing Agent to subscribe for the Placing Shares pursuant to the Placing Agent's obligations under the Placing Agreement
"Placing"	the placing of the Placing Shares under and in accordance with the Placing Agreement
"Placing Agent"	Cheong Lee Securities Limited, a licensed corporation by the SFC to carry out and conduct type 1 (dealing in securities) and type 4 (advising on securities) regulated activities under and pursuant to the SFO

"Placing Agreement"	the placing agreement entered into between the Company and the Placing Agent dated 8 September 2025 in respect of the Placing
"Placing Price"	HK$0.063 per Placing Share
"Placing Share(s)"	up to 198,840,000 new Shares to be allotted and issued by the Company under the General Mandate and pursuant to the Placing Agreement on the Completion Date, and the Placing Shares shall rank *pari passu* in all respects with the other Shares then in issue
"SFC"	the Securities and Futures Commission of Hong Kong
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share(s)"	the ordinary share(s) of HK$0.01 per share of the Company
"Shareholder(s)"	holder(s) of the Shares from time to time
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"%"	per cent.

By order of the Board
Legend Strategy International Holdings Group Company Limited
Yuan Fuer
Chairman

Hong Kong, 8 September 2025

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

Executive Director:
Ms. Lee Tsz Yan

Non-executive Directors:
Mr. Yuan Fuer *(Chairman)*
Mr. Hu Xinglong

Independent non-executive Directors:
Mr. Wu Jilin
Mr. Lam Cheung Shing Richard
Mr. So Yin Wai