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LEGEND STRATEGY INTERNATIONAL HOLDINGS GROUP COMPANY LIMITED

枋濬國際集團控股有限公司

(a company incorporated in the Cayman Islands with limited liability)

(Stock Code: 1355)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “EGM”) of Legend Strategy International Holdings Group Company Limited (the “**Company**”) will be held at Suite 1705, 17/F, World-Wide House, No. 19 Des Voeux Road Central, Central, Hong Kong on Monday, 20 April 2020 at 11:30 a.m. for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed with or without amendment as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. “THAT:

- (i) the conditional agreement dated 24 January 2020 (the “**Chengdu Agreement**”) entered into between 深圳枋濬酒店管理有限公司 (transliterated as Shenzhen Legend Strategy Hotel Management Company Limited*), an indirect wholly-owned subsidiary of the Company (“**Shenzhen Subsidiary**”) and Ms. Liao Zihan (廖子涵) (“**Chengdu Partner**”) in relation to, among other things, the provision of capital in the maximum amount of RMB21.00 million to a company, namely 成都力之浚酒店管理有限公司 (transliterated as Chengdu Legend Strategy Hotel Development Co., Ltd.* “**Chengdu JV**”), jointly established by Shenzhen Subsidiary and Chengdu Partner according to their proportional interests (i.e. 51% and 49% respectively) in Chengdu JV (subject to the terms and conditions of the Chengdu Agreement) for the development of hotel business in Chengdu, the People’s Republic of China (the “**PRC**”) (a copy of which has been produced to the EGM marked “A” and initialed by the

chairman of the EGM for identification purpose) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (ii) any one or more directors of the Company be and are hereby authorised to sign, execute, perfect, deliver and do all such documents, deeds, acts, matters and things, as the case may be, as they may in their discretion consider necessary, appropriate, desirable or expedient to carry out and implement the Chengdu Agreement and all the transactions contemplated thereunder into full effect and to agree to such variation, amendment or waiver as are in the reasonable opinion of the directors of the Company in the interests of the Company and its shareholders as a whole provided that such variation, amendment or waiver shall not be fundamentally different from the terms as provided in the Chengdu Agreement.”

2. **“THAT:**

- (i) the conditional agreement dated 24 January 2020 (the **“Wuhan Agreement”**) entered into between Shenzhen Subsidiary and Mr. Sun Taishan (孫太山) (**“Wuhan Partner”**) in relation to, among other things, the provision of capital in the maximum amount of RMB20.90 million to a company, namely 武漢枋浚酒店管理有限公司 (transliterated as Wuhan Legend Strategy Hotel Development Co., Ltd.* **“Wuhan JV”**), jointly established by Shenzhen Subsidiary and Wuhan Partner according to their proportional interests (i.e. 51% and 49% respectively) in Wuhan JV (subject to the terms and conditions of the Wuhan Agreement) for the development of hotel business in Wuhan, the PRC (a copy of which has been produced to the EGM marked “B” and initialed by the chairman of the EGM for identification purpose) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (ii) any one or more directors of the Company be and are hereby authorised to sign, execute, perfect, deliver and do all such documents, deeds, acts, matters and things, as the case may be, as they may in their discretion consider necessary, appropriate, desirable or expedient to carry out and implement the Wuhan Agreement and all the transactions contemplated thereunder into full effect and to agree to such variation, amendment or waiver as are in the reasonable opinion of the directors of the Company in the interests of the Company and its shareholders as a whole provided that such variation, amendment or waiver shall not be fundamentally different from the terms as provided in the Wuhan Agreement.”

3. **“THAT:**

- (i) the conditional agreement dated 24 January 2020 entered into among Shenzhen Subsidiary, Chengdu Partner and 成都洋洋摩爾百貨有限公司(transliterated as Chengdu Yangyang Mall Department Store Co., Ltd.*) in relation to the lease of a portion of 10/F and entire 9/F, 55 Dongyu Street, Jinjiang District, Chengdu, Sichuan Province, the PRC (the **“Chengdu Tenancy Agreement”**) as amended and supplemented by two agreements (the **“Supplemental Chengdu Tenancy Agreements”**) dated 4 February 2020 and 17 March 2020 respectively entered into among the same parties and an agreement (the **“Transfer Agreement”**) dated 23 March 2020 entered into among Shenzhen Subsidiary, Chengdu JV, Chengdu Partner and 成都洋洋摩爾百貨有限公司 (transliterated as Chengdu Yangyang Mall Department Store Co., Ltd.*) to transfer rights and obligations of Shenzhen Subsidiary and Chengdu Partner, as previous tenants, to Chengdu JV (a copy of the Chengdu Tenancy Agreement has been produced to the EGM marked “C1”, a copy of the Supplemental Chengdu Tenancy Agreements has been produced to the EGM marked “C2” and a copy of the Transfer Agreement has been produced to the EGM marked “C3”, all initialed by the chairman of the EGM for identification purpose) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (ii) any one or more directors of the Company be and are hereby authorised to sign, execute, perfect, deliver and do all such documents, deeds, acts, matters and things, as the case may be, as they may in their discretion consider necessary, appropriate, desirable or expedient to carry out and implement the Chengdu Tenancy Agreement, the Supplemental Chengdu Tenancy Agreements, the Transfer Agreement and all the transactions contemplated thereunder into full effect and to agree to such variation, amendment or waiver as are in the reasonable opinion of the directors of the Company in the interests of the Company and its shareholders as a whole provided that such variation, amendment or waiver shall not be fundamentally different from the terms as provided in the Chengdu Tenancy Agreement (as amended and supplemented by the Supplemental Chengdu Tenancy Agreements) and the Transfer Agreement.”

4. **“THAT:**

- (i) the conditional agreement dated 24 January 2020 entered into between Wuhan JV and 武漢公民酒店發展有限公司 (transliterated as Wuhan Citizen Hotel Development Co., Ltd.*) in relation to the lease of the entire 5–8/F and a portion of the commercial podium on 4/F, Building B, Phase 1, Runwin International Hotel, 31 Xin Cheng Yi Road, Dongxihu District, Wuhan, Hubei Province, the PRC (the **“Wuhan Tenancy Agreement”**) as amended and supplemented by an agreement (the **“Supplemental Wuhan Tenancy Agreement”**) dated 17 March 2020 entered into among the same parties (a copy of the Wuhan Tenancy Agreement has been produced to the EGM marked “D1” and a copy of the Supplemental Wuhan Tenancy Agreement has been produced to the EGM marked

“D2”), both initialed by the chairman of the EGM for identification purpose) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (ii) any one or more directors of the Company be and are hereby authorised to sign, execute, perfect, deliver and do all such documents, deeds, acts, matters and things, as the case may be, as they may in their discretion consider necessary, appropriate, desirable or expedient to carry out and implement the Wuhan Tenancy Agreement, the Supplemental Wuhan Tenancy Agreement and all the transactions contemplated thereunder into full effect and to agree to such variation, amendment or waiver as are in the reasonable opinion of the directors of the Company in the interests of the Company and its shareholders as a whole provided that such variation, amendment or waiver shall not be fundamentally different from the terms as provided in the Wuhan Tenancy Agreement (as amended and supplemented by the Supplemental Wuhan Tenancy Agreement).”

Yours faithfully,

By order of the board of directors of

Legend Strategy International Holdings Group Company Limited

Yuan Fuer

Chairman

Hong Kong, 26 March 2020

Registered office:

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Hutchins Drive
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Cayman Islands

*Headquarters and principal place
of business in Hong Kong:*

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19 Des Voeux Road Central
Central
Hong Kong

Notes:

1. A member entitled to attend and vote at the EGM is entitled to appoint more than one proxy to attend and vote in his stead. A proxy need not be a member of the Company.
2. In order to be valid, form(s) of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority, must be deposited at the office of the Company’s share registrar, Union Registrars Limited, at Suites 3301–04, 33/F, Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong, not less than 48 hours before the time fixed for the holding of the EGM or any adjournment thereof.
3. The Register of Members of the Company will be closed from Wednesday, 15 April 2020 to Monday, 20 April 2020, both days inclusive, for the purpose of determining its shareholders’ entitlement to attend and vote at the EGM, during which period no transfer of Shares will be registered. In order to qualify for attending and voting at the EGM, Shareholders should ensure that all transfer documents,

accompanied by the relevant share certificates, are lodged with the Company's share registrar, Union Registrars Limited, at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, by no later than 4:00 p.m. on Tuesday, 14 April 2020.

4. Where there are joint registered holders of any share, any one of such persons may vote at the EGM, either personally or by proxy, in respect of such share as if he/she were solely entitled thereto; but should there be more than one of such joint holders present at the EGM personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof.
5. All resolutions set out in this notice of the EGM will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited and the Company in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
6. A form of proxy in respect of the EGM is enclosed. Whether or not you intend to attend the EGM in person, you are urged to complete and return the form of proxy in accordance with the instructions printed thereon. Completion and return of the form of proxy will not preclude you from attending the EGM and voting in person if you so wish. In the event that you attend the EGM after having lodged the form of proxy, it will be deemed to have been revoked.
7. If Typhoon Signal No. 8 or above remains hoisted at or at any time after 9:00 a.m. on the date of the EGM, the EGM will be postponed or adjourned. The Company will post an announcement on the Company's website at www.legend-strategy.com and the HKExnews website at www.hkexnews.hk to notify shareholders of the date, time and place of the rescheduled meeting.

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

Executive Directors:

Mr. Chen Wu (*Chief Executive Officer*)

Mr. Chung Tin Yan

Non-executive Directors:

Mr. Yuan Fuer (*Chairman*)

Mr. Hu Xinglong

Independent non-executive Directors:

Mr. Wu Jilin

Mr. Du Hongwei

Ms. Li Zhou

* *For identification purposes only*