

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

This announcement is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for any securities of the Company. Neither this announcement nor any copy hereof may be taken into or distributed, directly or indirectly, in or into the United States.

This is not an offer or solicitation of securities for sale in the United States or to or for the account or benefit of any “U.S. person” (within the meaning of the US Securities Act of 1933, as amended) (the “Securities Act”) and securities may not be offered or sold in the United States or to a “U.S. person” absent registration or an exemption from registration. Any public offering of securities to be made in the United States or to a “U.S. person” is required to be made by means of a prospectus that may be obtained from the Company and that contains detailed information about the Company and its management, as well as financial statements. The Shares mentioned in this announcement have not been and will not be registered under the Securities Act and may not be offered or sold in the United States except pursuant to registration or an exemption from the registration requirements of the Securities Act. No public offering of the Shares will be made in the United States.



Logan Property Holdings Company Limited

龍光地產控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 3380)

PLACING OF EXISTING SHARES AND SUBSCRIPTION FOR NEW SHARES UNDER THE GENERAL MANDATE

Placing Agents



NOMURA



PLACING AND SUBSCRIPTION

On 25 November 2015 (after trading hours), the Vendors, the Company and the Placing Agents entered into the Placing and Subscription Agreement pursuant to which (a) the Vendors have appointed the Placing Agents and the Placing Agents have agreed to act as the Placing Agents for the Vendors to procure Placees on a best efforts basis, to purchase up to 557,554,000 Placing Shares held by the Vendors at the Placing Price of HK\$2.78 per Share; and (b) the Vendors have conditionally agreed to subscribe for up to 557,554,000 Subscription Shares, at the Subscription Price of HK\$2.78 per Share, which is equivalent to the Placing Price.

The 557,554,000 Placing Shares represent (i) approximately 11.15% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 10.03% of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares (assuming that there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Subscription save for the issue of the Subscription Shares).

Completion of the Subscription is conditional on certain conditions as more particularly set out in the Placing and Subscription Agreement. The Placing Agents also reserve the right to terminate the Placing in case of the occurrence of certain force majeure events.

The gross proceeds of the Subscription will be approximately HK\$1,550 million. The net proceeds (after deducting all applicable costs and expenses of the Subscription) of approximately HK\$1,541 million from the Subscription are intended to be applied towards the Group's business development and as general working capital of the Group. The net price of each Subscription Share will be approximately HK\$2.76.

General Mandate

The issue of the Subscription Shares will not be subject to the approval by the Shareholders and the Subscription Shares will be issued under the General Mandate granted to the Directors at the AGM. Pursuant to the General Mandate, the total number of new Shares that the Company is authorized to issue is 1,000,000,000 Shares, representing 20% of the issued nominal capital of the Company as at the date of the AGM.

Since the date of the AGM and up to the date of this announcement, no new Shares have been allotted and issued by the Company under the General Mandate.

Application will be made to the Stock Exchange for the listing of and permission to deal in the Subscription Shares.

On 25 November 2015 (after trading hours), the First Investor undertook to the Company that it shall purchase 278,777,000 Placing Shares at the Placing Price in the Placing and to procure the Second Investor to procure the Second Investor Investment Funds to purchase 83,633,000 Placing Shares at the Placing Price in the Placing.

WARNING

Pursuant to the termination provisions contained in the Placing and Subscription Agreement in respect of the Placing, the Placing Agents have the right in certain circumstances to terminate its obligations under the Placing and Subscription Agreement at any time prior to completion on the Closing Date. Completion of the Subscription is subject to a number of conditions mentioned herein. Accordingly, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

Set out below is a summary of certain key terms of the Placing and Subscription Agreement.

THE PLACING AND SUBSCRIPTION AGREEMENT

Date

25 November 2015

Parties

- (i) Dragon Jubilee (as one of the Vendors of the relevant Placing Shares and as one of the subscribers of the relevant Subscription Shares);
- (ii) Gao Run (as one of the Vendors of the relevant Placing Shares and as one of the subscribers of the relevant Subscription Shares);
- (iii) Thrive Ally (as one of the Vendors of the relevant Placing Shares and as one of the subscribers of the relevant Subscription Shares);
- (iv) Junxi Investments;
- (v) the Company (as the issuer of the Subscription Shares); and
- (vi) the Placing Agents (as the placing agents of the Vendors).

As at the date of this announcement, the Vendors collectively are holding 850,000,000 Shares which represents approximately 17% of the issued ordinary share capital of the Company as at the date of this announcement.

The Placing

Placing Agents

At the request of the Company, the Vendors have appointed the Placing Agents and the Placing Agents have agreed to act as agents for the Vendors to procure not less than six Placees on a best efforts basis, to purchase up to 557,554,000 Placing Shares held by the Vendors at the Placing Price of HK\$2.78 per Share.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, the Placing Agents and their respective ultimate owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

Placees

To the best of the Directors' knowledge, information and belief, all of the Placees and their ultimate beneficial owners will not be connected persons of the Company, or the Vendors. The Placees are also expected to be independent of the Vendors or any of their respective or the Company's directors, chief executive (as defined in the Listing Rules) or substantial shareholders (as defined in the Listing Rules), or any of their respective associates (as defined in the Listing Rules). It is also expected that the Placing Shares will be placed to not less than six Placees which are professional, institutional and/or other investors. The Company currently anticipates that none of the Placees will become a substantial shareholder of the Company as a result of the Placing.

Placing Shares

As at the date of this announcement, the authorized share capital of the Company is HK\$10,000,000,000 divided into 100,000,000,000 Shares of which 5,000,000,000 Shares have been issued and are fully paid up.

The 557,554,000 Placing Shares represent (i) approximately 11.15% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 10.03% of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares (assuming that there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Subscription save for the issue of the Subscription Shares).

Rights of the Placing Shares

The Placing Shares will be sold free from any lien, charge, option, warrant, pre-emptive right, or other encumbrance or third party right whatsoever and together with all rights attaching thereto and will rank pari passu with all other issued Shares in all respects as at the date of the Placing and Subscription Agreement.

The Placing Price

The Placing Price is HK\$2.78 per Share. The Placing Price represents:

- (i) a discount of approximately 13.4% to the closing price of HK\$3.21 per Share as quoted on the Stock Exchange on the date of the Placing and Subscription Agreement;
- (ii) a discount of approximately 14.5% to the average of the closing prices of approximately HK\$3.25 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day; and

- (iii) a discount of approximately 13.9% to the average of the closing prices of approximately HK\$3.23 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day.

The Placing Price was negotiated on an arm's length basis between the Company, the Vendors and the Placing Agents and was determined with reference to the prevailing market price of the Shares and the recent trading volume of the Shares.

Completion of the Placing

Completion of the Placing will take place on the Closing Date, being 30 November 2015 or such other time or date as the Vendors and the Placing Agents may agree in writing.

Termination of the Placing and Subscription Agreement

The Placing Agents may in their sole discretion elect to either: (i) terminate the Placing and Subscription Agreement without liability by giving notice in writing to the Vendors and the Company; or (ii) purchase or procure purchasers to purchase of such lesser number of Sale Shares as the Placing Agents in their sole discretion may determine at the agreed purchase price per share, but such partial purchase shall not relieve the Vendors from liability for any of its default of its obligations under the Placing and Subscription Agreement, if at any time prior to the Completion on the Closing Date:

(A) there occur:

- (i) any material breach of, or any event rendering untrue, incorrect or breached in any respect, any of the representations, warranties or undertakings referred to in the Placing and Subscription Agreement; or
- (ii) any material breach of, or any failure to perform, any of the other obligations of the Company or the Vendors which are required to be performed at or before Completion;

(B) there develops, occurs or comes into force of:

- (i) any event, or series of events beyond the reasonable control of the Placing Agents (including, without limitation, any calamity, act of government, strike, labour dispute, lock-out, fire, explosion, flooding, earthquake, civil commotion, economic sanctions, epidemic, pandemic, outbreak of infectious disease, terrorism, outbreak or escalation of hostilities (whether local, national or international), act of war and act of God);
- (ii) any change, or development (whether or not permanent) involving a prospective change, in or affecting the business, general affairs, management, prospects, assets and liabilities, shareholders' equity, results of operations or position, financial or otherwise, of the Company or the Group as a whole, whether or not arising in the ordinary course of business;

- (iii) any change (whether or not permanent) or any development (whether or not permanent) involving a prospective change or any crisis in local, national or international financial, political, economic, legal, military, industrial, fiscal, regulatory, currency or market conditions (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, interbank markets and credit markets and conditions with respect to interest rates in Hong Kong or otherwise) or foreign exchange controls in or affecting Hong Kong or elsewhere or any occurrence of a combination of any such changes or developments or crises or any deterioration of any such conditions;
- (iv) the commencement by any state, governmental, judicial, regulatory or political body or organisation of any action against any director of the Company or an announcement by any state, governmental, judicial, regulatory or political body or organisation that it intends to take any such action; or
- (v) the introduction of any new law or regulation or any change (whether or not permanent) or development (whether or not permanent) involving a prospective change in existing laws or regulations or the interpretation or application thereof by any court or other competent authority,

which individually or together, in the sole opinion of the Placing Agents, prejudices or is likely to prejudice materially the success of the Placing or dealings in the Placing Shares in the secondary market or makes it or is likely to make it impracticable or inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated herein; or

(C) there develops, occurs or comes into force of:

- (i) the imposition of any moratorium, suspension or material restriction on trading in shares or securities generally on the Stock Exchange, or in any securities of the Company on any stock exchange or over the counter market; or
- (ii) any material disruption in securities settlement, payment or clearance services in Hong Kong or the People's Republic of China, the United Kingdom or the United States; or
- (iii) the imposition of any moratorium on commercial banking activities by the authorities in Hong Kong or the People's Republic of China or the United Kingdom or the United States Federal or New York State authorities.

If any Placing Agent elects to partially purchase the Sale Shares pursuant to the provisions set out above, the Vendors shall be obliged to sell to such Placing Agent (or purchasers procured by the Placing Agents) such number of Sale Shares as elected by the Placing Agent at the agreed purchase price per Share subject to the terms and conditions of the Placing and Subscription Agreement and, for the avoidance of doubt, such partial sale and purchase shall not relieve any of the Vendors or the Company from liability for any breach of its obligations, representations or warranties under the Placing and Subscription Agreement.

In the event that the Placing Agents terminate the Placing and Subscription Agreement in accordance with the provisions set out above, all obligations of each of the parties under the Placing and Subscription Agreement shall cease and determine and no party shall have any claim against any other party in respect of any matter arising out of or in connection with the Placing and Subscription Agreement except for: (i) any antecedent breach of any obligation under the Placing and Subscription Agreement; and (ii) liabilities of the Vendors and the Company for the costs and expenses of its own legal and other professional advisers and out-of-pocket expenses incurred in connection with the Placing to the extent already incurred, and the Company and the Vendors shall remain liable for any expenses which have already been incurred or are incurred in consequence of such termination.

The Subscription

Each of Dragon Jubilee, Gao Run and Thrive Ally has conditionally agreed to subscribe for and the Company has conditionally agreed to allot and issue up to 557,554,000 Subscription Shares.

The Subscription Price

The Subscription Price is HK\$2.78 per Share, which is the same as the Placing Price.

The Subscription Price of the Subscription Shares will be paid to the Company in full on application.

Number of Subscription Shares

The Vendors will subscribe for and the Company will allot and issue a total of up to 557,554,000 new Shares with an aggregate nominal value of HK\$1,550,000,120.

The 557,554,000 Subscription Shares represent (i) approximately 11.15% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 10.03% of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares (assuming that there is no change in the issued share capital of the Company from the date of this announcement to the completion of the Subscription save for the issue of the Subscription Shares).

Ranking of Subscription Shares

The Subscription Shares, when issued and fully paid, will rank pari passu in all respects among themselves and with the issued Shares as at the date of allotment of the Subscription Shares.

Conditions of the Subscription

Completion of the Subscription is conditional on:

- (1) the Listing Committee of the Stock Exchange granting listing of and permission to deal in the Subscription Shares (and such listing and permission not subsequently revoked prior to the delivery of definitive share certificate(s) representing the Subscription Shares); and
- (2) completion of the Placing having occurred pursuant to the terms of the Placing and Subscription Agreement.

The Company shall, as soon as is reasonably practicable, apply to the Stock Exchange for the granting of listing of, and permission to deal in, the Subscription Shares after the signing of the Placing and Subscription Agreement.

The Placing and Subscription Agreement does not provide for any party to waive any of the above conditions.

Completion of the Subscription

Completion of the Subscription shall take place on the second Business Day after the date upon which the last of the conditions to be satisfied shall have been so satisfied provided that it shall take place on a date no later than a date falling 14 days after the date of the Placing and Subscription Agreement or such other time and/or date as the Vendors and the Company may agree in writing and subject to compliance with the Listing Rules.

If the conditions set out above in the paragraph headed “Conditions of the Subscription” are not fulfilled within 14 days after the date of the Placing and Subscription Agreement or such later date as may be agreed between the Company and the Vendors and subject to compliance with the Listing Rules, the obligations and liabilities of the Vendors and the Company under the Subscription shall be null and void and neither the Company nor the Vendors shall have any claim against the other for costs, damages, compensation or otherwise provided that the Company shall reimburse the Vendors any legal fees and out-of-pocket expenses which the Vendors shall be obliged to pay in connection with the Placing.

Vendors' Undertaking

Each of the Vendors undertakes to the Placing Agents that (except for the sale of the Placing Shares pursuant to the Placing and Subscription Agreement) from the date of the Placing and Subscription Agreement and on or prior to the date being six months 180 days after the date of the Placing and Subscription Agreement, it will not and will procure that none of its nominees, companies controlled by it or trusts associated with it (whether individually or together and whether directly or indirectly) will (without the prior written consent of the Placing Agents) (i) offer, lend, pledge, issue, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Shares (including the Subscription Shares) or any interests therein or any securities convertible into or exercisable or exchangeable for or substantially similar to any such Shares or interests or (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of such Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise or (iii) announce any intention to enter into or effect any such transaction described in (i) or (ii) above; provided that any such consent given by the Placing Agents pursuant to this undertaking shall not permit any of the Vendors selling, transferring or otherwise disposing any Shares (including the Subscription Shares) at an effective consideration of less than the Placing Price.

Company's Undertaking

The Company undertakes to the Placing Agents that (except for the Subscription Shares and save for the issue of Shares pursuant to the exercise of the options granted under the Share Option Scheme and that are existing at the date of the Placing and Subscription Agreement) from the date hereof and on and prior to the date being 180 days after the date of the Placing and Subscription Agreement, it will not (without the prior written consent of the Placing Agents and such consent shall not be unreasonably withheld or delayed) (i) allot or issue or offer to allot or issue or grant any option, right or warrant to subscribe (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Shares or any interests in Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to any Shares or interest in Shares or (ii) agree (conditionally or unconditionally) to enter into or effect any such transaction with the same economic effect as any of the transaction described in (i) above or (iii) announce any intention to enter into or effect any such transaction described in (i) or (ii) above; provided that any such consent given by the Placing Agents pursuant to this undertaking shall not permit the Company allotting, issuing or offering to allot or issue or granting any option, right or warrant to subscribe any Shares or any interests in Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to any Shares or interest in Shares at an effective consideration of less than the Placing Price.

Junxi Investments' Undertaking

Junxi Investments undertakes to the Placing Agents that from the date hereof and on or prior to the date being 180 days after the date of the Placing and Subscription Agreement it will not and will procure that none of its nominees, companies controlled by it or trusts associated with it (whether individually or together and whether directly or indirectly) will (without the prior written consent of the Placing Agents) (i) offer, lend, pledge, issue, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Shares or any interests therein or any securities convertible into or exercisable or exchangeable for or substantially similar to any such Shares or interests or (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of such Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise or (iii) announce any intention to enter into or effect any such transaction described in (i) or (ii) above, provided that nothing in this undertaking shall restrict Junxi Investments from selling, transferring or otherwise disposing any Shares at an effective consideration of not less than the Placing Price.

Expenses

Each of the Vendors shall be liable for the costs and expenses of its own legal and other professional advisers and out-of-pocket expenses incurred in connection with the Placing, which shall be reimbursed by the Company upon completion of the Subscription.

GENERAL MANDATE TO ISSUE THE SUBSCRIPTION SHARES

The issue of the Subscription Shares will not be subject to the approval by the Shareholders and the Subscription Shares will be issued under the General Mandate granted to the Directors at the AGM. Pursuant to the General Mandate, the total number of new Shares that the Company is authorized to issue is 1,000,000,000 Shares, representing 20% of the issued nominal capital of the Company as at the date of the AGM.

Since the date of the AGM and up to the date of this announcement, no new Shares have been allotted and issued by the Company under the General Mandate.

APPLICATION FOR LISTING

Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares.

SUBSCRIPTION BY THE FIRST INVESTOR AND THE SECOND INVESTOR INVESTMENT FUNDS

On 25 November 2015 (after trading hours), the First Investor undertook to the Company that it shall purchase 278,777,000 Placing Shares (the “**First Investor Shares**”) at the Placing Price in the Placing and shall procure the Second Investor to procure the Second Investor Investment Funds to purchase 83,633,000 Placing Shares (the “**Second Investor Shares**”) at the Placing Price in the Placing. The First Investor Shares and the Second Investor Shares represent, respectively, 5.6% and 1.7% of the entire issued share capital of the Company as at the date of this announcement and 5.0% and 1.5% of the issued share capital of the Company as enlarged by the Subscription Shares.

To the best of the Directors’ knowledge, information and belief, after having made all reasonable enquiries, the Investors and their respective ultimate beneficial owners are independent of the Company and its connected persons.

Lock-up undertaking by the First Investor

Subject to completion of the Placing, the First Investor undertook to the Company that without the prior written consent of the Company, it shall not, whether directly or indirectly, during the period of 180 days of and including the date of completion of the Placing (the “**Completion Date**”):

- (a) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any of the First Investor Shares or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any of the First Investor Shares), or deposit any of the First Investor Shares with a depositary in connection with the issue of depositary receipts;
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the First Investor Shares or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any of the First Investor Shares); or
- (c) enter into any arrangement with the same economic effect as any transaction specified in (a) or (b) above,

save for the First Investor may, upon not less than seven (7) days' prior written notice to the Company, mortgage, charge, pledge or create an encumbrance over the Investor Shares (the "Charged Shares") in favour of licensed banks registered in Hong Kong, Singapore or the United States of America to secure genuine commercial loans each of a term of more than 180 days of the First Investor or its close associate (as defined in the Listing Rules), and provided that the First Investor shall procure that such licensed banks shall:

- (i) only take such Charged Shares as security for the loans provided to the Investor and shall not enter into any security transactions, including but not limited to, any margin trading or short-selling transactions with the Charged Shares; and
- (ii) acknowledge and confirm that it shall comply with the restrictions in paragraphs (a) to (c) above as if it were the Investor.

EFFECTS ON SHAREHOLDING STRUCTURE OF THE COMPANY

Set out below is the shareholding structure of the Company (i) as at the date of this announcement, (ii) immediately after the Placing but before the Subscription, and (iii) immediately after completion of the Placing and the Subscription:

Shareholders	Shareholding as at the date of this announcement		Shareholding immediately after the Placing but before the Subscription (assuming the Placing Shares are placed in full)		Shareholding immediately after completion of the Placing and the Subscription (assuming the Placing Shares are placed in full)	
	Number of Shares	%	Number of Shares	%	Number of Shares	%
Substantial Shareholders						
Junxi Investments (note 1)	3,400,000,000	68%	3,400,000,000	68%	3,400,000,000	61.18%
Dragon Jubilee (note 2)	425,000,000	8.5%	92,446,000	1.85%	425,000,000	7.65%
Gao Run (note 2)	212,500,000	4.25%	100,000,000	2%	212,500,000	3.82%
Thrive Ally (note 2)	212,500,000	4.25%	100,000,000	2%	212,500,000	3.82%
Placees						
First Investor	–	0%	278,777,000	5.58%	278,777,000	5.02%
Second Investor Investment Funds	–	0%	83,633,000	1.67%	83,633,000	1.50%
Other Placees	–	0%	195,144,000	3.90%	195,144,000	3.51%
Public shareholders	<u>750,000,000</u>	<u>15%</u>	<u>750,000,000</u>	<u>15%</u>	<u>750,000,000</u>	<u>13.50%</u>
Total	<u>5,000,000,000</u>	<u>100%</u>	<u>5,000,000,000</u>	<u>100%</u>	<u>5,557,554,000</u>	<u>100%</u>

Notes:

1. Ms. Kei Perenna Hoi Ting is the settlor and a beneficiary of a family trust, which is a trust set up to hold the interest of Ms. Kei Perenna Hoi Ting and her family in the Company. The family trust is interested in the entire interest of Kei Family United Limited which in turns hold the entire interest in Junxi Investments. Further, Mr. Kei Hoi Pang who is also a beneficiary of the family trust is also considered to be interested in the shares of the Company through Junxi Investments Limited and Ms. Kei Perenna Hoi Ting as (i) Junxi Investments is a company which is entirely owned by a family trust to which Ms. Kei Perenna Hoi Ting and Mr. Kei Hoi Pang are beneficiaries and (ii) Ms. Kei Perenna Hoi Ting being a person accustomed to act in accordance with Mr. Kei Hoi Pang's directions.
2. Ms. Kei Perenna Hoi Ting is indirectly interested in the Company through Dragon Jubilee, Gao Run and Thrive Ally Limited, which owned collectively 17% interests in the Company.
3. The aggregate of the percentage figures in the above table may not add up to 100% due to rounding of the percentage figures to two decimal places.

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has not conducted any equity fund raising activities in the past twelve months before the date of this announcement.

REASONS FOR THE SUBSCRIPTION AND USE OF PROCEEDS

The Directors consider that the Subscription offer a good opportunity to raise additional funds to strengthen the financial position, broaden the shareholder base and capital base of the Group so as to facilitate its future development. The Directors consider that the terms of the Placing and Subscription Agreement are fair and reasonable, on normal and commercial terms and are in the interests of the Company and the Shareholders as a whole.

The gross proceeds of the Subscription will be approximately HK\$1,550 million. The net proceeds (after deducting all applicable costs and expenses of the Subscription) of approximately HK\$1,541 million from the Subscription are intended to be applied towards the Group's business development and as general working capital of the Group. The net price of each Subscription Share will be approximately HK\$2.76.

INFORMATION ON THE INVESTORS

The First Investor is a company incorporated in the Cayman Islands and is a wholly-owned subsidiary of RRJ Capital Master Fund III, L.P. which was established by RRJ Capital. RRJ Capital is an Asian-based investment firm which focuses on long-term investments in China and Southeast Asia.

The Second Investor is a wholly-owned subsidiary of Value Partners Group Limited, a company listed on the Stock Exchange of Hong Kong Limited (Stock Code: 806). The Second Investor (together with other subsidiaries under Value Partners Group Limited, “**Value Partners**”) was established in 1999. It acts as investment manager or investment advisor to certain investment funds. Value Partners is one of Asia’s largest independent asset management firms headquartered in Hong Kong. Value Partners manages absolute return long-biased funds, long-short hedge funds, exchange-traded funds, quantitative funds, as well as fixed income products for institutional and individual clients in the Asia Pacific, Europe and the United States.

GENERAL

The Group is principally engaged in property development, property investment and property construction in the PRC.

Each of Dragon Jubilee, Gao Run, Thrive Ally and Junxi Investments is an investment holding company.

WARNING

Pursuant to the termination provisions contained in the Placing and Subscription Agreement in respect of the Placing, the Placing Agents have the right in certain circumstances to terminate its obligations under the Placing and Subscription Agreement at any time prior to completion on the Closing Date. Completion of the Subscription is subject to a number of conditions mentioned herein. Accordingly, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the expressions below have the meanings assigned:

“ABCI”	ABCI Securities Company Limited, a corporation licensed to carry out type 1 regulated activity (dealing in securities) and type 4 (advising on securities) under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“AGM”	the annual general meeting of the Company held on 28 May 2015
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Business Day(s)”	any day (excluding a Saturday) on which banks are generally open for business in Hong Kong

“Closing Date”	30 November 2015 or such other date as the Vendors and the Placing Agents may agree in writing
“Company”	Logan Property Holdings Company Limited (龍光地產控股有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Directors”	directors of the Company
“Dragon Jubilee”	Dragon Jubilee Investments Limited, a company incorporated in British Virgin Islands with limited liability
“First Investor”	Archer Asset Holding Ltd., a company incorporated in the Cayman Island with limited liability
“Gao Run”	Gao Run Holdings Limited, a company incorporated in British Virgin Islands with limited liability
“General Mandate”	the general mandate granted to the Directors pursuant to an ordinary resolution of the Company passed at the AGM to allot, issue and deal with up to 20% of the then issued share capital of the Company as at the date of the AGM
“Group”	the Company and its subsidiaries
“Haitong International”	Haitong International Securities Company Limited, a corporation licensed to carry out type 1 (dealing in securities), type 3 (leveraged foreign exchange trading) and type 4 (advising on securities) of regulated activity under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong for the time being
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Junxi Investments”	Junxi Investments Limited, a company incorporated in the British Virgin Islands with limited liability
“Last Trading Day”	25 November 2015, being the trading date immediately prior to the date of the Placing and Subscription Agreement

“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Nomura International”	Nomura International (Hong Kong) Limited, a corporation licensed to carry out type 1 (dealing in securities), type 2 (dealing in future contracts), type 4 (advising on securities), type 5 (advising on future contracts) and type 6 (advising on corporate finance) of regulated activity under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“Placee(s)”	any professional, institutional and/or other investors procured by or on behalf of the Placing Agents on a best effort basis to purchase any of the Placing Shares pursuant to the Placing Agents’ obligations under the Placing and Subscription Agreement
“Placing”	the placing of the Placing Shares by the Vendors through the Placing Agents pursuant to the terms of the Placing and Subscription Agreement
“Placing Agents”	UBS, Nomura International, ABCI and Haitong International
“Placing and Subscription Agreement”	the placing and subscription agreement dated 25 November 2015 entered into among the Vendors, the Company, Junxi Investments and the Placing Agent in relation to the Placing and the Subscription
“Placing Price”	HK\$2.78 per Placing Share (without taking account of any Hong Kong stamp duty, Stock Exchange trading fee, brokerage and the SFC transaction levy which are or may be payable by the Placees)
“Placing Shares(s)”	up to 557,554,000 existing Shares held by the Vendors
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes Hong Kong, the Macao Special Administrative Region of the People’s Republic of China and Taiwan
“Second Investor”	Value Partners Hong Kong Limited, a company incorporated in the Hong Kong with limited liability
“Second Investor Investment Funds”	certain investment funds or managed accounts that the Second Investor or its subsidiary advises or manages
“SFC”	the Securities and Futures Commission of Hong Kong
“Share(s)”	ordinary share(s) of par value of HK\$0.10 each in the share capital of the Company

“Share Option Scheme”	the share option scheme of the Company as adopted by the written resolutions of the shareholders of the Company passed on 18 November 2013
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription for the Subscription Shares by the Vendors pursuant to the terms and conditions of the Placing and Subscription Agreement
“Subscription Price”	HK\$2.78 per Subscription Share, which is equal to the Placing Price
“Subscription Shares”	up to 557,554,000 new Shares that is equal to the number of Placing Shares to be sold by the Vendors
“substantial shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Thrive Ally”	Thrive Ally Limited, a company incorporated in the British Virgin Islands with limited liability
“UBS”	UBS AG Hong Kong Branch a corporation licensed to carry out type 1 regulated activity (dealing in securities), type 4 (advising on securities), type 7 regulated activity (providing automated trading services) and type 9 regulated activity (asset management) under the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“Vendors”	Dragon Jubilee, Gao Run and Thrive Ally
“%”	per cent.

By Order of the Board of
Logan Property Holdings Company Limited
Kei Hoi Pang
Chairman

Hong Kong, 26 November 2015

As at the date of this announcement, the executive Directors are Mr. Kei Hoipang, Mr. Ji Jiande, Mr. Xiao Xu and Mr. Lai Zhuobin; the non-executive Director is Ms. Kei Perenna Hoi Ting; and the independent non-executive Directors are Mr. Zhang Huaqiao, Ms. Liu Ka Ying, Rebecca and Mr. Cai Suisheng.