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SUCCESS DRAGON INTERNATIONAL HOLDINGS LIMITED

勝龍國際控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 1182)

ISSUE OF CONVERTIBLE BONDS UNDER GENERAL MANDATE

PLACING AGREEMENTS AND ISSUE OF CONVERTIBLE BONDS

On 1 June 2016 (after trading hours), the Company entered into separate placing agreements, with identical terms, with each of the Placing Agents pursuant to which the Company has conditionally agreed to issue and the Placing Agents have conditionally agreed to procure the Placee(s) to subscribe for the Convertible Bonds of up to an aggregate principal amount of HK\$220,000,000 (based on the Conversion Price of HK\$0.83 per Conversion Share) on a best effort basis. The Convertible Bonds shall be offered to the Placee(s) in principal amount of any multiple of HK\$1,000,000. Details terms of the Convertible Bonds are set out in the paragraph headed “Principal terms of the Convertible Bonds” below.

The maximum net proceeds from the issue of the Convertible Bonds of approximately HK\$211,013,000 will be used for the development and expansion of the Group’s business, investment and general working capital of the Group. A maximum of 265,060,240 Conversion Shares will be allotted and issued upon the full exercise of the conversion rights attaching to the Convertible Bonds, representing (i) approximately 15.71% of the existing issued share capital of the Company, and (ii) approximately 13.58% of the issued share capital as enlarged by the issue of the Conversion Shares in full (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).

GENERAL MANDATE

Upon exercise in full of the conversion rights attaching to the Convertible Bonds, a maximum of 265,060,240 Conversion Shares shall be allotted and issued under the General Mandate. The General Mandate entitles the Directors to allot, issue and deal with Shares not exceeding 20% of the issued capital of the Company as at the date of the annual general meeting of the Company held on 15 July 2015 approving the General Mandate. The maximum number of Shares allowed to be allotted and issued under the General Mandate was 265,164,642 Shares. Accordingly, the Placing is not subject to the Shareholders’ approval.

Shareholders and potential investors should note that Completion of the Placing is subject to fulfillment of the conditions as set out in the section headed “Conditions precedent” below. As the Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

The Board is pleased to announce that on 1 June 2016 (after trading hours), the Company entered into separate placing agreements, with identical terms, with each of the Placing Agents, the principal terms of which are summarised below collectively.

THE PLACING AGREEMENTS

Date: 1 June 2016

Parties: (a) The Company
(b) Each of the Placing Agents

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, the Placing Agents and its ultimate beneficial owner are Independent Third Parties.

Pursuant to the Placing Agreements, each of the Placing Agents has conditionally agreed to procure, on a best effort basis, the Placee(s) to subscribe for the Convertible Bonds of up to an aggregate principal amount of HK\$220,000,000 (based on the Conversion Price of HK\$0.83 per Conversion Share) due on the third anniversary of the date of issue, with the conversion rights to convert at the Conversion Price per Conversion Share. The Convertible Bonds shall be offered in principal amount of any multiple of HK\$1,000,000.

Placee(s)

The Placing Agents shall ensure that the Placee(s) and their ultimate beneficial owners shall be Independent Third Parties and not connected persons of the Company and that none of the Placee(s) and their associates 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 (taking into account other securities held by such Placee at the time of his/her/its subscription of the Convertible Bonds), on a best-effort basis.

Placing Commission

Each of the Placing Agents will receive a placing commission for the Placing of 3.7% of the principal amount of the Convertible Bonds being successfully placed. The placing commission for the Placing was determined after arm’s length negotiations between the Company and each of the Placing Agents.

Conditions precedent

Completion of the Placing shall be conditional upon:

- (a) the Listing Committee of the Stock Exchange having granted listing of and permission to deal in the Conversion Shares;
- (b) the Stock Exchange having approved the issue of the Convertible Bonds, or the Company not having received any objection from the Stock Exchange to the issue of the Convertible Bonds; and
- (c) none of the representations, warranties or undertakings contained in the Placing Agreements being or having become untrue, inaccurate or misleading in any respect at any time before the Placing Agreements would otherwise become unconditional and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any respect if it was repeated as at the time of Completion.

The Placing Agents may waive or extend the time for fulfilment of all or any or any part of the conditions precedent above by notice in writing to the Company prior to the date falling 45 days after the date of the Placing Agreements (“**Long Stop Date**”).

If the conditions precedent above are not fulfilled or become incapable of being fulfilled prior to the Long Stop Date, the Placing Agreements shall terminate and the Placing Agreements shall cease to have effect.

Completion

Completion shall take place on or before the third Business Day following the date on which the conditions precedent above are fulfilled or waived (or such other date as the parties thereto shall agree).

Termination

- (1) If at any time prior to Completion:
 - (a) the Company fails to comply with its obligations under the Placing Agreements, or the Listing Rules;
 - (b) it comes to the notice of the Placing Agents that any statement contained in any document issued in connection with the Placing has become (or would if then repeated be) untrue, incorrect or misleading in any material respect or that matters have arisen which would, if the Placing were made at that time, constitute a material omission therefrom; or

- (c) any of the warranties under the Placing Agreement is not, or has ceased to be, true, accurate and not misleading in any material respect (or would not be true, accurate and not misleading in any material respect if then repeated) by reference to the facts subsisting at the time when the notice referred to below is given,

and such matter is considered by the Placing Agents to be material in the context of the Placing then the Placing Agents may in their absolute discretion by giving notice in writing to the Company terminate the Placing Agents' obligations under the Placing Agreements.

- (2) If, on or at any time before Completion, any national or international, political, military, diplomatic, monetary, economic or financial crisis or situation occurs or there occurs any change in national or international, military, diplomatic, monetary, economic, political, financial or market conditions which, in the opinion of the Placing Agents arrived at in good faith, renders the Placing temporarily or permanently impracticable or inadvisable, or any event or omission occurs or comes to the Placing Agents' notice which, in the opinion of the Placing Agents arrived at in good faith, will or may be materially prejudicial to the Company or the Placing, then the Placing Agents will consult with the Company to the extent practicable but may, in its absolute discretion, by notice in writing to the Company, terminate the Placing Agreements.

PRINCIPAL TERMS OF THE CONVERTIBLE BONDS

The principal terms of the Convertible Bonds are arrived at after arm's length negotiations between the Company and the Placing Agents and are summarised below:

- Principal amount : Up to an aggregate principal amount of HK220,000,000, provided that the Convertible Bonds shall be offered in principal amount of any multiple of HK\$1,000,000.
- Maturity date : the third anniversary of the date of issue of the Convertible Bonds
- Interest: : 9.8% per annum of the principal amount of the Convertible Bonds outstanding and payable in arrears at the end of each six-month period, the first of which shall be six months after the date of issue of the Convertible Bonds.
- Conversion Price : The Conversion Price is HK\$0.83 per Conversion Share, subject to and in accordance with the terms and conditions of the Convertible Bonds.
The Conversion Price of HK\$0.83 per Conversion Share represents:
- (i) a premium of approximately 16.90% over the closing price of HK\$0.710 per Share as quoted on the Stock Exchange on the date of signing of the Placing Agreements;

- (ii) a premium of approximately 14.64% over the average closing price of HK\$0.724 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of signing of the Placing Agreements; and
- (iii) a premium of approximately 14.01% over the average closing price of HK\$0.728 per Share as quoted on the Stock Exchange for the last ten consecutive trading days immediately prior to the date of signing of the Placing Agreement.

The Board considers the basis of determination of the Conversion Price to be fair and reasonable and in the best interest of the Company and the Shareholders as a whole.

Conversion Shares : A maximum number of 265,060,240 Conversion Shares shall be allotted and issued upon exercise in full of the conversion rights attaching to the Convertible Bonds, which represent:

- (i) approximately 15.71% of the existing issued share capital of the Company; and
- (ii) approximately 13.58% of the issue share capital of the Company as enlarged by the issue of the Conversion Shares upon exercise in full of the conversion right attaching to the Convertible Bonds.

The maximum aggregate nominal value of the Conversion Shares is HK\$2,650,602.

The Conversion Shares shall be allotted and issued pursuant to the General Mandate.

Conversion Period : The period commencing on the first Business Day immediately following the expiry of the third month of the date of issue of the Convertible Bonds up to and including the date falling on the tenth Business Day prior to the Maturity Date and if such date is not a Stock Exchange Business Day, the Stock Exchange Business Day immediately preceding this date.

Conversion Rights : Bondholders' conversion rights:

The Bondholders will have the right to convert the whole or part of the principal amount of the Convertible Bonds into Conversion Shares at the Conversion Price at any time during the conversion period.

The conversion rights can only be exercised in respect of a minimum principal amount of HK\$1,000,000 or any higher integral multiples thereof, save that if at any time, the outstanding principal amount of the Convertible Bonds is less than HK\$1,000,000, the whole (but not part only) of the outstanding principal amount of the Convertible Bonds may be converted.

The Bondholders shall not have the right to convert the whole or part of the principal amount of the Convertible Bonds to the extent that immediately after such conversion, there will not be sufficient public float of Shares as required under the Listing Rules.

The Company shall not be required to issue any Conversion Shares, if, as a result of the relevant exercise of the conversion rights attached to the Convertible Bonds, (i) the Bondholders and parties acting in concert with it will trigger a mandatory offer obligation under the Takeovers Code or (ii) the Bondholder and its associates shall become a substantial shareholder of the Company.

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

Company's conversion rights:

During the conversion period and for as long as the average closing price per Share for the immediately preceding 25 consecutive trading days (the "25 Days' Average Market Price") is higher than or equals to 200% of the Conversion Price, the Company has the right by giving at least five (5) Business Days' written conversion notice to the Bondholders to require all (but not some only) of the Convertible Bonds to be converted into the Conversion Shares. If the 25 Days' Average Market Price drops below 200% of the Conversion Price during the written conversion notice period the Company shall no longer be entitled to compel conversion and the written notice is deemed withdrawn.

Redemption at Maturity : Unless previously purchased or converted for Conversion Shares, the Company shall on the Maturity Date redeem the outstanding principal amount of the Convertible Bonds together with all outstanding interest accrued.

Early Redemption Prior to the Maturity Date, the Company may compulsorily redeem the remaining Convertible Bonds if at least 90% of the Convertible Bonds originally issued have been redeemed or converted.

The Bondholders shall have the right to redeem the Convertible Bonds at any time before the Maturity Date if:

- (i) an offer to the Shareholders is made pursuant to the Takeovers Code; or
- (ii) the Shares (as a class) cease to be listed or admitted to trading on the Stock Exchange or any alternative stock exchange acceptable to the Bondholders.

Ranking : The obligations of the Company arising under the Convertible Bonds constitute direct, unconditional, unsecured and subordinated obligations of the Company, and rank pari passu among each of the Convertible Bonds but subordinated in right of payment to all other present and future unsecured obligations of the Company and to obligations accorded preference by mandatory provisions of applicable law.

Transferability : Subject to other terms and conditions of the Convertible Bonds, the Convertible Bonds may be transferred to any person with the approval of the Company.

Application for listing : No application will be made by the Company to the Stock Exchange for listing of the Convertible Bonds. Application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares.

Adjustments to the Conversion Price : The Conversion Price of the Convertible Bonds shall from time to time be subject to adjustment upon occurrence of certain events, among others:

- (a) any alteration to the nominal value of the Shares as a result of consolidation, subdivision or reclassification;
- (b) issue of any Shares credited as fully paid to Shareholders by way of capitalisation 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;
- (c) any capital distribution to the Shareholders;
- (d) issue of Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase any Shares, in each case at less than 90% of the market price per Share on the last Stock Exchange Business Day preceding the date of announcement of the

terms of such issue or grant;

- (e) issue of any securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares) to all or substantially all Shareholders as a class by way of rights, or grant to all or substantially all Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase any securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares);
- (f) issue (otherwise than as mentioned in paragraph (d) above) wholly for cash any Shares (other than Shares issued on the exercise of the conversion rights or on the exercise of any other rights of conversion into, or conversion or subscription for, Shares) or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares, in each case at a price per Share which is less than 90% of the market price per Share on the last Stock Exchange Business Day preceding the date of announcement of the terms of such issue;
- (g) issue of any Shares for the acquisition of asset at a total effective consideration per Share which is less than 90% of the market price per Share at the date of the announcement of the terms of such issue;
- (h) issue wholly for cash any securities (other than the Convertible Bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Company upon conversion, exchange or subscription at a consideration per Share which is less than 90% of the market price per Share on the last Stock Exchange Business Day preceding the date of announcement of the terms of issue of such securities;
- (i) any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in paragraph (h) above (other than in accordance with the terms applicable to such securities) so that the consideration per Share is less than 90% of the market price per Share on the last Stock Exchange Business Day preceding the date of announcement of the proposals for such modification;

- (j) any offer of securities in connection with which offer the Shareholders generally (meaning for these purposes the holders of at least 70% of the Shares outstanding at the time such offer is made) are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under paragraph (d) or paragraph (e)); or
- (k) If the Company determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to above (a) to (j).

Voting : The Bondholder shall not be entitled to attend or vote at any meetings of the Company by reason only of its being a Bondholder.

Ranking of Conversion Shares : The Conversion Shares will rank pari passu in all respects among themselves and with other Shares in issue on the conversion date of the Convertible Bonds.

GENERAL MANDATE TO ISSUE THE CONVERTIBLE BONDS AND TO ALLOT AND ISSUE THE CONVERSION SHARES UPON CONVERSION OF THE CONVERTIBLE BONDS

At the annual general meeting of the Company held on 15 July 2015, a resolution of the Shareholders was passed to grant to the Directors a general mandate (“**General Mandate**”) to allot, issue and otherwise deal with new Shares not exceeding 20% of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing such resolution. The Company is authorised to allot and issue a maximum of 265,164,642 new Shares under the General Mandate.

As at the date of this announcement, the Company has not exercised the power to allot and issue any new Shares pursuant to the General Mandate prior to the Placing. Upon exercise in full of the conversion rights attaching to the Convertible Bonds, the Conversion Shares will be allotted and issued under the General Mandate. Accordingly, the Placing is not subject to the Shareholders’ approval.

CHANGES TO SHAREHOLDING AS A RESULT OF THE FULL CONVERSION OF THE CONVERTIBLE BONDS

Assuming the maximum amount of the Convertible Bonds is placed under the Placing, the shareholding in the Company (a) as at the date of this announcement; and (b) immediately after full conversion of the Convertible Bonds (assuming there is no other change in the issued share capital of the Company from the date of this announcement to the date upon which the Convertible Bonds are fully converted) are as follows:

	As at the date of this announcement		Immediately upon full conversion of the Convertible Bonds at the initial Conversion Price	
	<i>No. of Shares</i>	<i>%</i>	<i>No. of Shares</i>	<i>%</i>
<i>Connected persons and substantial Shareholders</i>				
Mr. Yong Khong Yoong Mark (Note 1)	472,241,153	28.00	472,241,153	24.20
Hillsong Global Limited (Note 2)	174,217,758	10.33	174,217,758	8.93
Mr. Goh Hoon Leum and his spouse (Note 3)	1,800,000	0.11	1,800,000	0.09
Mr. Yong Peng Tak (Note 4)	800,000	0.05	800,000	0.04
Mr. Leung Po Hon (Note 5)	200,000	0.01	200,000	0.01
Dato Poh Po Lian (Note 6)	23,310,000	1.38	23,310,000	1.19
Mr. Lai Hock Meng (Note 7)	7,000,000	0.41	7,000,000	0.36
Mr. Io Rudy Cheok Kei (Note 8)	1,800,000	0.11	1,800,000	0.09
Sub-total:	681,368,911	40.39	681,368,911	34.91
<i>Public</i>				
The bondholders	-	-	265,060,240	13.58
Other public Shareholders	1,005,504,303	59.61	1,005,504,303	51.51
Sub-total:	1,005,504,303	59.61	1,270,564,543	65.09
Total	<u>1,686,873,214</u>	<u>100.00</u>	<u>1,951,933,454</u>	<u>100.00</u>

Notes:

1. *Among such 472,241,153 Shares, (i) 465,691,153 Shares held by Declan Investments Inc which is wholly owned by Mr. Yong Khong Yoong Mark and (ii) 6,550,000 Shares which are beneficially owned by Mr. Yong Khong Yoong Mark. By virtue of the SFO, Ms. Hwang Mei Chen Emily, the spouse of Mr. Yong Khong Yoong Mark, is deemed to be interested in such 472,241,153 Shares.*
2. *The entire issued share capital of Hillsong Global Limited is owned by Ms. Zhang Lin Lin.*
3. *Among the 1,800,000 Shares, (i) 1,000,000 Shares beneficially owned by Mr. Goh Hoon Leum and (ii) 800,000 Shares owned by his spouse. Mr. GOH Hoon Leum is a connected person of the Company by virtue of him being an executive Director.*
4. *Mr. Yong Peng Tak is a connected person of the Company by virtue of him being an independent non-executive Director.*
5. *Mr. Leung Po Hon is a connected person of the Company by virtue of him being an independent non-executive Director.*
6. *Dato Poh Po Lian is a connected person of the Company by virtue of him being a former executive Director who has resigned on 11 June 2015.*
7. *Mr. Lai Hock Meng is a connected person of the Company by virtue of him being a former executive Director who has resigned on 2 October 2015.*
8. *The shareholding information set out above is prepared based on the disclosure of interest notice (the “DI Notice”) filed by Mr. Io Rudy Cheok Kei on 16 July 2015 under Part XV of the SFO in respect of his interests in Shares and underlying Shares as of 14 July 2015, being the last DI Notice filed by him in respect of his interests in Shares and underlying Shares. Mr. Io Rudy Cheok Kei is a connected person of the Company by virtue of him being a former independent non-executive Director who has resigned on 16 July 2015.*

REASON FOR THE PLACING AND USE OF PROCEEDS

The principal activities of the Group are the provision of outsourced business process management for electronic gaming machines in Macau, provision of information technology services to Vietnam pari-mutuel sector and trading of packaging products.

The Board considers that the issue of Convertible Bonds will further strengthen the capital base and financial position of the Group, which will benefit the long-term development of the Group. It also represents a good opportunity to provide immediate funding for the Group without immediate dilution on shareholding of the Shareholders.

The maximum net proceeds of the Placing, after deduction of the placing commission and related expenses of approximately HK\$8,987,000, is estimated to be of approximately HK\$211,013,000. 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\$0.796 per Conversion Share. The Company intends to apply the net proceeds to be raised from the Placing for the development and expansion of the Group’s business, investment and general working capital of the Group.

The terms of the Convertible Bonds and the Placing were determined after arm's length negotiations between the Company and the Placing Agents 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 Agents with reference to prevailing market rates. The Directors consider that the terms of each of the Placing Agreements and the Convertible Bonds (including 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 IN THE PAST TWELVE MONTHS PRIOR TO THE DATE OF THIS ANNOUNCEMENT

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

Shareholders and potential investors should note that Completion of the Placing is subject to fulfillment of the conditions as set out in the section headed "Conditions precedent" in this announcement. As the Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the meaning ascribed to them below:

“associates”	has the meaning ascribed thereto in the Listing Rules
“Board”	board of the Directors
“Bondholder(s)”	holder(s) of the Convertible Bonds
“Business Day”	means a day (other than a Saturday or Sunday) on which banks in Hong Kong are open for business;
“Company”	Success Dragon International Holdings Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the main board of the Stock Exchange
“Completion”	completion of the Placing
“connected persons”	has the meaning ascribed thereto in the Listing Rules
“Conversion Price”	HK\$0.83 per Conversion Share
“Conversion Shares”	the Shares which may fall to be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds
“Convertible Bonds”	the 9.8% coupon subordinated convertible bonds up to an aggregate principal amount of HK\$220,000,000 due on the Maturity <u>Date</u> to be issued by the Company to be placed under the Placing
“Directors”	directors of the Company
“General Mandate”	the general mandate granted to the Directors by the Shareholders pursuant to an ordinary resolution passed at the annual general meeting of the Company held on 15 July 2015 to allot, issue and deal with up to 265,164,642 Shares
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China

“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons
“Listing Committee”	the listing committee of the Stock Exchange for considering applications for listing and the granting of listing
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Maturity Date”	the date falling the third anniversary of the date of issue of the Convertible Bonds
“Placee(s)”	professional, institutional and other investors selected and procured by or on behalf of the Placing Agents to subscribe for the Convertible Bonds pursuant to the provisions as contemplated by the Placing Agreements
“Placing Agents”	<p>Kingsway Financial Services Group Limited, a licensed corporation to carry on Type 1 (dealing in securities), Type 2 (dealing in future contracts), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO;</p> <p>BaoQiao Partners Capital Limited, a licensed corporation to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO; and</p> <p>Opus Capital Limited, a licensed corporation to carry on Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO</p>
“Placing”	the placing of the Convertible Bonds by the Placing Agents pursuant to the terms of the Placing Agreements
“Placing Agreements”	separate placing agreements, with identical terms, dated 1 June 2016 and entered into between the Company and each of the Placing Agents separately in relation to the Placing
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Stock Exchange Business Day”	any day (other than a Saturday or Sunday) on which the Stock Exchange is open for business
“Takeovers Code”	The Code on Takeovers and Mergers
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

By order of the Board
Success Dragon International Holdings Limited
Carlos Luis SALAS PORRAS
Chairman and executive Director

Hong Kong, 1 June 2016

As at the date of this announcement, the executive Directors are Mr. Carlos Luis SALAS PORRAS and Mr. GOH Hoon Leum; the independent non-executive Directors are Mr. YONG Peng Tak, Mr. ER Kwong Wah and Mr. LEUNG Po Hon.