



*(Incorporated in the Cayman Islands with Limited Liability)*

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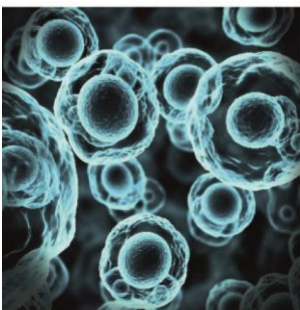
## ANNOUNCEMENT



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### PLACING OF EXISTING SHARES AND TOP-UP SUBSCRIPTION OF NEW SHARES UNDER THE GENERAL MANDATE

PLACING AGENT



BOC INTERNATIONAL



## **PLACING AND SUBSCRIPTION**

The Board is pleased to announce that after trading hours on 29 March 2017, the Vendor, the Company and the Placing Agent entered into the Placing and Subscription Agreement, pursuant to which: (i) the Vendor has appointed the Placing Agent, and the Placing Agent, as the placing agent of the Vendor, has agreed to act as agent for the Vendor to procure, on a best efforts basis, Placees to purchase up to 100,000,000 Placing Shares at the Placing Price of HK\$0.405 per Placing Share; and (ii) the Vendor conditionally agreed to subscribe for the Subscription Shares at the Subscription Price of HK\$0.405 per Subscription Share which is equivalent to the Placing Price.

The Placing Shares are expected to be placed to not less than six Placees who will be professional, institutional and other investors selected and procured by or on behalf of the Placing Agent who and whose ultimate beneficial owners will be third parties: (i) independent of and not acting in concert with the Vendor or any of his associates; (ii) independent of and not connected with the Company or any of its subsidiaries or the directors, chief executives or substantial shareholders of the Company or any of its subsidiaries, or any of their respective associates; and (iii) who are not, and who will not become after completion of the Placing, a substantial shareholder or other connected person of the Company. The maximum number of Placing Shares (being 100,000,000 Placing Shares) represents: (i) approximately 5.76 per cent. of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 5.44 per cent. of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares (assuming there is no other change in the issued share capital of the Company from the date of this announcement and up to the completion of the Subscription). The maximum aggregate nominal value of the Placing Shares under the Placing will be US\$1 million.

The number of Subscription Shares will be equal to the number of Placing Shares. Completion of the Subscription is conditional upon: (i) the Listing Committee of the Exchange granting listing of, and permission to deal in, all the Subscription Shares (and such listing and permission not being subsequently revoked prior to the delivery of definitive share certificate(s) representing the Subscription Shares pursuant to the Placing and Subscription Agreement); (ii) no representation, warranty or undertaking under the Placing and Subscription Agreement having been breached in any material respect by the Company or is otherwise rendered inaccurate, untrue or misleading in any material respect, in each case on or prior to the Closing Date; and (iii) completion of the Placing having occurred pursuant to the terms of the Placing and Subscription Agreement. Assuming the maximum number of 100,000,000 Placing Shares

is placed to the Placees in full and the equivalent number of Subscription Shares is subscribed for under the Subscription, the maximum gross proceeds from the Subscription will be approximately HK\$40.5 million and the maximum net proceeds from the Subscription will be approximately HK\$38.48 million. It is intended that the net proceeds from the Subscription will be used to: (i) fund the New Drug Application process with the FDA, together with the continued commercial manufacturing scale up of Fortacin™; (ii) fund the build out of the Group's healthcare and life sciences platform by investing in further identified and unidentified investments in the sector; and, in respect of the balance (iii) provide general working capital for the Group. The maximum aggregate nominal value of the Subscription Shares under the Placing will be US\$1 million.

### **ISSUE OF SUBSCRIPTION SHARES UNDER THE GENERAL MANDATE**

The Subscription Shares will be allotted and issued pursuant to the General Mandate granted to the Directors at the AGM, as adjusted for the Share Consolidation. The allotment and issue of the Subscription Shares are not subject to any additional Shareholders' approval.

Application will be made to the Listing Committee of the Exchange for the listing of, and permission to deal in, the Subscription Shares to be issued.

**Since completion of the Placing and the Subscription is subject to the fulfilment of certain obligations and conditions as set out in the Placing and Subscription Agreement, the Placing and the Subscription may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.**

The Board is pleased to announce that after trading hours on 29 March 2017, the Vendor, the Company and the Placing Agent entered into the Placing and Subscription Agreement, the principal terms of which are summarised below. Pursuant to the Placing and Subscription Agreement: (i) the Vendor has appointed the Placing Agent, and the Placing Agent, as the placing agent of the Vendor, has agreed to act as agent for the Vendor to procure, on a best efforts basis, Placees to purchase for up to 100,000,000 Placing Shares at the Placing Price of HK\$0.405 per Placing Share; and (ii) the Vendor conditionally agreed to subscribe for the Subscription Shares at the Subscription Price of HK\$0.405 per Subscription Share which is equivalent to the Placing Price.

## THE PLACING AND SUBSCRIPTION AGREEMENT

### Date:

29 March 2017

### Parties:

- (1) the Vendor;
- (2) the Company; and
- (3) the Placing Agent.

### Vendor:

The Vendor is the Chairman and a substantial shareholder of the Company and the beneficial owner of 387,386,211 Shares as at the date of this announcement, representing approximately 22.30 per cent. of the existing Shares.

### Placing Agent:

The Placing Agent has conditionally agreed to procure, on a best efforts basis, Placees to purchase for up to 100,000,000 Placing Shares from the Vendor. The Placing Agent will receive a placing commission of 5 per cent. of the aggregate Placing Price for the Placing Shares actually placed by the Placing Agent on behalf of the Vendor with investors pursuant to its obligations under the Placing and Subscription Agreement. Such placing commission was arrived at after arm's length negotiations between the Vendor, the Company and the Placing Agent under normal commercial terms and with reference to the prevailing market conditions.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, the Placing Agent and its ultimate beneficial owners are independent of and not connected with the Vendor, the Company and their respective associates and connected persons, and are not acting in concert with the Vendor (or parties acting in concert with him) or his associates.

Pursuant to the Placing and Subscription Agreement, the Vendor has agreed to: (i) sell, through the Placing Agent, 100,000,000 Placing Shares to the Placees at a price of HK\$0.405 per Share; and (ii) subscribe for the Subscription Shares at a price of HK\$0.405 per Subscription Share.

Details of the Placing and the Subscription are set out below.

## 1. Placing

### Placees:

The Placing Shares are to be placed on a best efforts basis to not less than six Placees, being professional, institutional or other investors selected and procured by or on behalf of the Placing Agent who and whose ultimate beneficial owners will be third parties: (i) independent of and not acting in concert with the Vendor or any of his associates; (ii) independent of and not connected with the Company or any of its subsidiaries or the directors, chief executives or substantial shareholders of the Company or any of its subsidiaries, or any of their respective associates; and (iii) who are not, and who will not become after completion of the Placing, a substantial shareholder or other connected person of the Company.

### Placing Price:

The Placing Price of HK\$0.405 per Placing Share represents:

- (i) a discount of approximately 19 per cent. to the closing price of HK\$0.50 per Share as quoted on the Exchange on 29 March 2017, being the Last Trading Day; and
- (ii) a discount of approximately 19.16 per cent. to the average closing price of approximately HK\$0.501 per Share as quoted on the Exchange for the five consecutive trading days immediately prior to the Last Trading Day.

The Placing Price (or the Subscription Price) was determined after arm's length negotiations between the Vendor, the Company and the Placing Agent with reference to, among other matters, the prevailing market prices of the Shares. The Directors (including the Independent Non-Executive Directors) consider that the terms of the Placing and Subscription Agreement (including the Placing Price and the placing commission) are fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole. The net Placing Price, after deduction of the relevant expenses, is approximately HK\$0.3848 per Placing Share.



### **Placing commission:**

Upon completion of the Placing, the Placing Agent will receive a placing commission of 5 per cent. of the amount equal to the Placing Price multiplied by the number of Placing Shares actually placed by the Placing Agent on behalf of the Vendor with investors pursuant to its obligations under the Placing and Subscription Agreement. The Company will be responsible for the costs, fees and expenses of the Placing, including the placing commission, the Vendor's share of the stamp duty, SFC transaction levy and Exchange trading fee payable in relation to the transfer of the Placing Shares. Such costs, fees and expenses will, to the extent borne ultimately by the Vendor, be deducted from the aggregate Subscription Price payable by the Vendor.

The placing commission was determined after arm's length negotiation between the Vendor, the Company and the Placing Agent. The Directors (including the Independent Non-Executive Directors) are of the view that the placing commission of 5 per cent. is on normal commercial terms and is fair and reasonable so far as the Shareholders are concerned.

### **Number of Placing Shares:**

The maximum number of Placing Shares (being 100,000,000 Placing Shares) represents: (i) approximately 5.76 per cent. of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 5.44 per cent. of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares (assuming there is no other change in the issued share capital of the Company from the date of this announcement and up to the completion of the Subscription). The maximum aggregate nominal value of the Placing Shares under the Placing will be US\$1 million.

### **Rights of the Placing Shares:**

The Placing Shares are fully paid, rank *pari passu* in all respects with the Shares in issue and were allotted and issued by the Company more than six months prior to the date of the Placing and Subscription Agreement, and will be sold free from all Liens and together with all rights attaching thereto as at the date of the Placing and Subscription Agreement, including the right to receive all dividends declared, made or paid on or after the date of the Placing and Subscription Agreement.

### **Conditions of the Placing:**

The obligation on the Placing Agent to proceed with completion of the Placing is conditional on the Company and the Vendor delivering to the Placing Agent on or before 9:30am on the Closing Date:

- (i) certificates confirming the accuracy of the representations and warranties given under the Placing and Subscription Agreement at and as of the Closing Date and confirming the performance of all obligations thereunder to be performed at or prior to the Closing Date; and
- (ii) certified board resolutions approving the Placing and the Subscription and the entering into of the Placing and Subscription Agreement.

### **Completion of the Placing:**

Completion of the Placing shall take place on the third Business Day following the date of the Placing and Subscription Agreement or on such other date as the Vendor, the Company and the Placing Agent may agree in writing.

## **2. Subscription**

### **Subscription Shares:**

The Vendor has conditionally agreed to subscribe for 100,000,000 Subscription Shares, representing, in aggregate: (i) approximately 5.76 per cent. of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 5.44 per cent. of the issued share capital of the Company as enlarged by the Subscription and the allotment and issue of the Subscription Shares as a result of the Subscription (assuming there is no other change in the issued share capital of the Company). The maximum aggregate nominal value of the Subscription Shares under the Subscription will be US\$1 million.

### **Subscription Price:**

The Subscription Price of HK\$0.405 per Subscription Share represents:

- (i) a discount of approximately 19 per cent. to the closing price of HK\$0.50 per Share as quoted on the Exchange on 29 March 2017, being the Last Trading Day;

- (ii) a discount of approximately 19.16 per cent. to the average closing price of approximately HK\$0.501 per Share as quoted on the Exchange for the five consecutive trading days immediately prior to the Last Trading Day; and
- (iii) is equal to the Placing Price.

The Subscription Price was determined after arm's length negotiations between the Vendor, the Company and the Placing Agent with reference to, among other matters, the prevailing market prices of the Shares. The Directors (including the Independent Non-Executive Directors) consider that the terms of the Placing and Subscription Agreement (including the Subscription Price) are fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming the maximum number of 100,000,000 Placing Shares is placed to the Placees in full and the equivalent number of Subscription Shares is subscribed for under the Subscription, the maximum gross proceeds from the Subscription will be approximately HK\$40.5 million and the maximum net proceeds from the Subscription will be approximately HK\$38.48 million. On such basis, the net issue price will be approximately HK\$0.3848 per Subscription Share.

#### **Rights and Ranking of the Subscription Shares:**

The Subscription Shares will, when fully paid, rank *pari passu* in all respects with the other Shares in issue or to be issued by the Company on or prior to the date of completion of the Subscription, including rights to all dividends and other distributions declared, made or paid at any time after the date of allotment.

#### **General Mandate to issue the Subscription Shares:**

The Subscription Shares will be allotted and issued pursuant to the General Mandate granted to the Directors at the AGM, as adjusted for the Share Consolidation. Under the General Mandate (as adjusted), the Company is authorised to allot and issue up to 347,450,236 Shares until the revocation, variation or expiration of the General Mandate. The Company has not exercised the power to allot and issue any new Shares pursuant to the General Mandate as at the date of this announcement. The Company has not repurchased any Shares within the last thirty (30) days prior to the date of this announcement.

The allotment and issue of the Subscription Shares are not subject to any additional Shareholders' approval.



### **Conditions of the Subscription:**

The Subscription is conditional upon:

- (a) the Listing Committee of the Exchange having granted 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 as contemplated in the Placing and Subscription Agreement);
- (b) no representation, warranty or undertaking under the Placing and Subscription Agreement having been breached in any material respect by the Company or is otherwise rendered inaccurate, untrue or misleading in any material respect, in each case on or prior to the Closing Date; and
- (c) completion of the Placing having occurred pursuant to the terms of the Placing and Subscription Agreement.

Application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Subscription Shares. The Placing and Subscription Agreement has not provided for the right of the parties to waive the above conditions.

If the 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 Vendor, the obligations and liabilities of the Vendor and the Company under the Subscription shall be null and void, save for any antecedent breaches of the Placing and Subscription Agreement, and neither the Company nor the Vendor shall have any claim against the other for costs, damages, compensation or otherwise provided that the Company shall reimburse the Vendor any legal fees and out-of-pocket expenses which the Vendor shall be obliged to pay in connection with the Subscription.

### **Completion of the Subscription:**

Completion of the Subscription will take place on the third Business Day after the date upon which the last of the conditions of the Subscription shall have been 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 Vendor and the Company may agree in writing).

### 3. Lock Up Undertakings

The Company has undertaken to the Placing Agent that for a period of 30 days from the Closing Date, the Company will not, except for the Subscription Shares and save pursuant to (1) the terms of any employee share option scheme of the Company (both in respect of the grant of options and the issue of Shares issuable pursuant to the exercise of such options); or (2) bonus or scrip dividend or similar arrangements which provide for the allotment of Shares in lieu of the whole or part of a dividend on Shares of the Company in accordance with its articles of association:

- (i) allot, or issue or offer to allot or issue or grant any option, right or warrant to subscribe for (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Share(s) or any interests in Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to Shares or interest in Shares, in each case at a price of, or equivalent to, less than the Placing Price;
- (ii) agree (conditionally or unconditionally) to enter into or effect any such transaction with the same economic effect as any of the transactions described in paragraph (i) above; or
- (iii) announce any intention to enter into or effect any such transaction described in paragraphs (i) and (ii) above,

without first having obtained the written consent of the Placing Agent .

The Vendor undertakes to the Placing Agent that for a period of 30 days from the Closing Date, he will not and will procure that none of his nominees and companies controlled by him and trusts associated with him (whether individually or together and whether directly or indirectly) will:

- (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 of his Shares (including any of his Subscription Shares) or any interests therein beneficially owned or held by the Vendor 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 his Shares,

whether any such transaction described in paragraphs (i) and (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 paragraphs (i) and (ii) above,

unless with the prior written consent of the Placing Agent.

#### **4. Termination of the Placing and Subscription Agreement**

If at any time prior to 9.30am (Hong Kong time) on the Closing Date:

- (i) there develops, occurs or comes into force:
  - (a) any new law or regulation or any change or development involving a prospective change in existing laws or regulations in any relevant jurisdiction which in the sole and absolute opinion of the Placing Agent (acting reasonably) has or is likely to have a material adverse effect on the financial position, business affairs, prospects, profits, losses or the financial or trading position or performance of the Company and/or of the Group as a whole; or
  - (b) any significant event, development or change or prospective change (whether or not permanent or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international monetary, economic, financial, fiscal, industrial, regulatory, political or military conditions which in the opinion of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
  - (c) any significant event, development or change or prospective change (whether or not permanent or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international securities market conditions or currency exchange rates or foreign exchange rates or foreign exchange controls which in the sole and absolute judgement of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
  - (d) a general moratorium on commercial banking activities in Hong Kong, the PRC or the United States or any other jurisdiction relevant to the Group and/or the Placing declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong, the PRC or the United



States or any other jurisdiction relevant to the Group and/or the Placing which in the sole and absolute judgement of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or

- (e) a change or development involving a prospective change in taxation which constitutes a material adverse effect on the Group as a whole, the Placing Shares and/or the transfer thereof which in the sole and absolute judgement of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
- (f) any outbreak or escalation of hostilities or act of terrorism involving Hong Kong, the PRC or the United States or the declaration by Hong Kong, the PRC, or the United States of a national emergency or war which in the sole and absolute judgement of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
- (g) any suspension of dealings in the Shares for any period whatsoever (other than solely as a result of the Placing) which in the sole and absolute judgement of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
- (h) any moratorium, suspension or material restriction on trading in shares or securities generally on the Exchange due to exceptional financial circumstances or otherwise at any time prior to the Closing Date which in the sole and absolute judgement of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
- (i) the commencement by any regulatory or political body or organisation of any action against the Vendor or the Group or any director of the Company, or an announcement by any regulatory or political body or organisation that it intends to take any such action, the effect of which in the sole and absolute opinion of the Placing Agent (acting reasonably) is or would be materially adverse to the success of the Placing; or
- (ii) any breach of any of the representations, warranties and undertakings by the Company and/or the Vendor comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date hereof and prior to the Closing Date which if it had occurred or arisen before the date hereof would have rendered any of such representations, warranties and undertakings untrue, incorrect or misleading in any material respect and any such breach or failure is material or (in the sole and absolute

opinion of the Placing Agent (acting reasonably)) is or would materially and adversely affect the financial position or business of the Company and/or of the Group as a whole or is or would be materially adverse to the success of the Placing, or there has been a breach of, or failure to perform, any other provision of the Placing and Subscription Agreement on the part of the Vendor and/or the Company; or

- (iii) there is any such change, or development involving a prospective change in the general affairs, condition, results of operations or prospects, management, business, stockholders' equity or in the financial or trading position of the Company and/or of the Group as a whole which in the sole and absolute opinion of the Placing Agent (acting reasonably) is materially adverse to the success of the Placing;

then and in any such case, the Placing Agent may terminate the Placing and Subscription Agreement without liability to the Vendor and/or the Company by giving notice in writing to the Vendor and the Company, which notice may be given at any time prior to 9.30a.m. (Hong Kong time) on the Closing Date.

Each of the Vendor and the Company undertakes to inform the Placing Agent as soon as reasonably practicable of any matter or circumstance which comes to the attention of either of them which may, if coming to the attention of the Placing Agent, fall within any of the above termination events.

Without prejudice to any other provisions of the Placing and Subscription Agreement, the Placing Agent shall have the right exercisable at any time by notice in writing to the Vendor and the Company to terminate the Placing and Subscription Agreement if any of the Placing Shares are not delivered by or on behalf of the Vendor in accordance with the provisions of the Placing and Subscription Agreement or the Vendor or the Company fail to deliver the documents required to be delivered to the Placing Agent in accordance with the Placing and Subscription Agreement.

In the event that the Placing Agent terminates the Placing and Subscription Agreement in accordance with its terms, all obligations of each of the parties under the 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 agreement; and (ii) the payment of all reasonable costs, charges and expenses to the extent already incurred.

The Directors are not aware of the occurrence of any of the above events as at the date of this announcement.



## REASONS FOR THE PLACING AND USE OF PROCEEDS

The Company is a limited liability company incorporated under the laws of the Cayman Islands whose Shares are listed on the Main Board of the Exchange, that holds strategic corporate investments focused on the healthcare and life sciences sectors.

The Group's principal investment is Plethora Solutions Holdings Plc ("**Plethora**"), a wholly-owned subsidiary. Plethora is a speciality pharmaceutical company that is focussed on the commercialisation of its product Fortacin™ - the first EU-approved topical prescription treatment for premature ejaculation – as its core product. Fortacin™ was commercially launched in the United Kingdom in November 2016, to be further rolled-out in late 2017 by the Company's commercial partner Recordati first in Italy, Spain, France, Germany, Portugal, Czech Republic, Slovakia, Poland, Ireland, Romania and Greece and then thereafter rolled out in the rest of Europe, Russia, CIS and select countries of North Africa. Discussions are ongoing with new potential commercial partners with regards to "out-licensing" Fortacin™ in other key markets including China and the rest of Asia Pacific, Middle East, Latin America, North America and sub-Saharan Africa.

In addition, the Group holds a stake in The Diabetic Boot Company Limited, a private UK medical device company that makes PulseflowDF™, an innovative diabetic foot ulcer treatment. PulseflowDF™ is on sale in the United Kingdom, and also the Veterans Administration Hospitals in the United States.

Regent Pacific specialises in growth and value-led investments in the healthcare and late-stage life sciences spaces and aims to become Hong Kong's leading healthcare and life sciences investment enterprise.

As disclosed above, assuming the maximum number of 100,000,000 Placing Shares is placed to the Placées in full and the equivalent number of Subscription Shares is subscribed for under the Subscription, the maximum gross proceeds from the Subscription will be approximately HK\$40.5 million and the maximum net proceeds from the Subscription will be approximately HK\$38.48 million. The Company intends to use the net proceeds from the Subscription to strengthen the financial position of the Group and to provide additional funding to further develop the Group's business. In particular, the net proceeds from the Subscription will be used to: (i) fund the New Drug Application process with the FDA and the continued commercial manufacturing scale up of Fortacin™; (ii) fund the build out of the Group's healthcare and life sciences platform by investing in further identified and unidentified investments in the sector; and, in respect of the balance (iii) provide general working capital for the Group.

The Directors are of the view that the Subscription will provide an opportunity to raise additional funds to further strengthen the financial position and to broaden the shareholder and capital base of the Group to facilitate its future growth and development. The Placing can also increase the liquidity of the Shares with the addition of more professional and institutional shareholders of the Company. The Directors (including the Independent Non-Executive Directors) are of the view that the terms of the Placing and Subscription Agreement (including the placing commission) are fair and reasonable based on the current market conditions and the Placing is in the interests of the Company and the Shareholders as a whole.

## **FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS**

The Company has not completed any fund raising activities in the past 12 months immediately preceding the date of this announcement.

## **EFFECTS ON SHAREHOLDING STRUCTURE**

Assuming there is no change in the share capital of the Company from the date of this announcement up to the completion of the Subscription other than the allotment and issue of the Subscription Shares, to the best knowledge and belief of the Directors and based on the information set out in the disclosure of interests notices filed with the Exchange, the shareholding structure of the Company: (a) as at the date of this announcement; (b) immediately after completion of the Placing (assuming the Placing Shares are placed in full) but before the completion of the Subscription; and (c) immediately after completion of the Subscription (assuming the Subscription Shares are subscribed for in full), are as set out below:

	As at the date of this announcement		Immediately after the completion of the Placing (assuming the Placing Shares are placed in full) but before the completion of the Subscription		Immediately after the completion of the Subscription (assuming the Subscription Shares are subscribed for in full)	
	Shares	%	Shares	%	Shares	%
James Mellon (Note 1)	387,386,211	22.30%	287,386,211	16.54%	387,386,211	21.09%
The Declared Concert Party Group (Note 2)	393,298,779	22.64%	293,298,779	16.88%	393,298,779	21.41%
All Directors and the Declared Concert Party Group (Note 3)	466,677,584	26.86%	366,677,584	21.11%	466,677,584	25.40%
<b>Public Shareholders:</b>						
The Placees (Note 4)	Nil	Nil	100,000,000	5.76%	100,000,000	5.44%
The other public Shareholders	1,270,573,598	73.14%	1,270,573,598	73.14%	1,270,573,598	69.16%

Notes:

(1) 287,670,459 Shares are held by James Mellon, and 99,715,752 Shares are held by companies indirectly wholly owned by James Mellon.

(2) The "Declared Concert Party Group" comprises James Mellon and Jayne Sutcliffe (both Directors) and Anderson Whamond, who are regarded as acting in concert for the purpose of the Takeovers Code and have registered the combined voting rights in the Company held by them with the SFC under the transitional provisions in Rule 26.6 of the Takeovers Code.

1,716,046 Shares are held by Jayne Sutcliffe, and 2,796,522 Shares are held by the trustee of a discretionary trust, under which Jayne Sutcliffe and members of her family may become beneficiaries.

1,400,000 Shares are held by a pension fund, of which Anderson Whamond is the sole beneficiary.

(3) 69,208,513 Shares are held by Jamie Gibson.

1,000,000 Shares are held by Julie Oates for the beneficial interests jointly with her spouse.

(i) 471,228 Shares are held by Mark Searle; (ii) 2,070,760 Shares are held by the order of a pension fund, of which Mark Searle is the sole beneficiary; and (iii) 628,304 Shares are held by the spouse of Mark Searle.

(4) Some Placees may be existing Shareholders (holding less than 5% of the existing issued share capital of the Company as at the date of this announcement). Any of the existing holdings of the Placees, if any, are

included under “The other public Shareholders”.

## GENERAL

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

**Since completion of the Placing and the Subscription is subject to the fulfilment of certain obligations and conditions as set out in the Placing and Subscription Agreement, the Placing and the Subscription may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.**

## DEFINITIONS

“acting in concert”	has the meaning as ascribed to it in the Takeovers Code
“AGM”	the annual general meeting of the Company held on 8 June 2016
“associate”	has the meaning as ascribed to it in the Listing Rules
“Board”	the board of directors of the Company
“Business Day”	a day which is not a Saturday, Sunday or a public holiday and on which licensed banks in Hong Kong are generally open for business in Hong Kong
“chief executive”	has the meaning as ascribed to it in the Listing Rules
“Closing Date”	the closing date for the Placing, to occur on the third Business Day following the date of the Placing and Subscription Agreement or on such other date as the Vendor, the Company and the Placing Agent may agree in writing
“Company” or “Regent Pacific”	Regent Pacific Group Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Exchange
“connected person(s)”	shall have the meaning defined in Chapter 14A of the Listing Rules

<b>“Director(s)”</b>	the directors of the Company
<b>“EMA”</b>	the European Medicines Agency, being the decentralised agency of the European Union, responsible for the scientific evaluation of medicines developed by pharmaceutical companies for use in the European Union
<b>“EU”</b>	the European Union
<b>“Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“EUR” or “€”</b>	Euro, being the currency used by the Institutions of the EU and is the official currency of the Eurozone
<b>“FDA”</b>	the Food and Drug Administration, being the agency in the US responsible for protecting and promoting public health through the regulation and supervision of various products
<b>“Fortacin™”</b>	Plethora’s proprietary product for the treatment for premature ejaculation Fortacin™
<b>“GBP” or “£”</b>	Great British Pounds, the lawful currency in the UK
<b>“General Mandate”</b>	the mandate granted to the Directors by the Shareholders at the AGM to allot, issue and deal with up to 20 per cent. of the then issued share capital of the Company as at the date of the AGM, as adjusted for the Share Consolidation, being up to 347,450,236 Shares
<b>“GMP”</b>	good manufacturing practice product
<b>“Group”</b>	the Company and its subsidiaries
<b>“HKD” or “HK\$”</b>	Hong Kong dollars, the lawful currency in Hong Kong
<b>“Independent Non-Executive Directors”</b>	David Comba, Julie Oates and Mark Searle



<b>“Last Trading Day”</b>	29 March 2017, being the last day on which the Shares were traded on the Exchange prior to the publication of this announcement
<b>“Liens”</b>	all liens, claims, charges, encumbrances, mortgages, option, warrant, security interest, pre-emption rights, equity interest or third party rights whatsoever or interests or rights similar to the foregoing
<b>“Listing Rules”</b>	The Rules Governing the Listing of Securities on the Exchange, as amended from time to time
<b>“New Drug Application” or “NDA”</b>	the process through which drug sponsors formally propose that the FDA approve a new pharmaceutical for sale and marketing in the US
<b>“Pharmaserve”</b>	Pharmaserve (North West) Ltd, a private limited company registered in England and Wales with registered number 06368662
<b>“Placee(s)”</b>	any professional, institutional or other investor(s) procured by the Placing Agent to purchase any of the Placing Shares pursuant to the Placing and Subscription Agreement
<b>“Placing”</b>	the placing of up to 100,000,000 Placing Shares pursuant to the terms of the Placing and Subscription Agreement
<b>“Placing Agent”</b>	BOCI Asia Limited, a licensed corporation to carry on business in type 1 (dealing in securities) regulated activity under the SFO
<b>“Placing and Subscription Agreement”</b>	the conditional placing and subscription agreement entered into between the Vendor, the Company and the Placing Agent dated 29 March 2017 in relation to the Placing and the Subscription
<b>“Placing Price”</b>	HK\$0.405 per Placing Share
<b>“Placing Share(s)”</b>	up to 100,000,000 Shares beneficially held by the Vendor to

	be placed pursuant to the Placing and Subscription Agreement and each a “Placing Share”
<b>“Plethora”</b>	Plethora Solutions Holdings plc, a limited liability company incorporated in England and Wales with registered number 05341366
<b>“PRC”</b>	the People’s Republic of China
<b>“Recordati”</b>	Recordati Ireland Ltd, a subsidiary of Recordati S.p.A.
<b>“Securities and Futures Ordinance” or “SFO”</b>	The Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended from time to time
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong
<b>“Shareholder(s)”</b>	the holders of the Shares
<b>“Share(s)”</b>	the ordinary shares, with voting rights, of US\$0.01 each in the capital of the Company, which are listed on the Exchange
<b>“Share Consolidation”</b>	the 10 for 1 Share consolidation carried out by the Company that became effective on 10 June 2016 (as detailed in the shareholders’ circular and announcement issued by the Company on 13 May 2016 and 8 June 2016 respectively)
<b>“Subscription”</b>	the subscription by the Vendor for the Subscription Shares pursuant to the terms of the Placing and Subscription Agreement
<b>“Subscription Price”</b>	HK\$0.405 per Subscription Share
<b>“Subscription Share(s)”</b>	such number of new Shares to be subscribed for by the Vendor pursuant to the Placing and Subscription Agreement, which number shall be equal to the number of Placing Shares actually placed under the Placing and Subscription Agreement and each a “Subscription Share”
<b>“substantial”</b>	has the meaning ascribed thereto under the Listing Rules

**shareholder(s)”**

<b>“Takeovers Code”</b>	The Code on Takeovers and Mergers and Share Repurchases issued by the SFC
<b>“UK” or “United Kingdom”</b>	the United Kingdom of Great Britain and Northern Ireland
<b>“US” or “United States”</b>	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof
<b>“USD” or “US\$”</b>	United States dollars, the lawful currency in the United States
<b>“Vendor”</b>	James Mellon, the Chairman and a substantial shareholder of the Company

Note: Unless otherwise specified herein, amounts denominated in USD have been translated, for the purpose of illustration only, into HKD using the exchange rate of US\$1.00 = HK\$7.8.

On Behalf of the Board of  
**Regent Pacific Group Limited**

Jamie Gibson  
*Director*

**Directors of the Company:**

James Mellon (*Chairman*)<sup>\*</sup>  
Jamie Gibson (*Chief Executive Officer*)  
David Comba<sup>#</sup>  
Julie Oates<sup>#</sup>  
Mark Searle<sup>#</sup>  
Jayne Sutcliffe<sup>\*</sup>

<sup>\*</sup> *Non-Executive Directors*

<sup>#</sup> *Independent Non-Executive Directors*

Hong Kong, 29 March 2017