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鈞豪集團有限公司*

GRAND FIELD GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 115)

PLACING OF BONDS

Placing Agent

PICO ZEMAN SECURITIES (HK) LIMITED

PLACING OF BONDS

This announcement is made pursuant to the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the SFO and Rule 13.09 of the Listing Rules.

On 9 May 2016 (after trading hours of the Stock Exchange), the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Placing Agent agreed to act as placing agent, on a best effort basis, for the purposes of procuring Placees to subscribe in cash for the Bonds with an aggregate principal amount of up to HK\$100 million during the Placing Period.

Completion of the Bond Placing is subject to, among others, the prevailing market conditions and the Placing Agent's rights to terminate the Bond Placing under the Placing Agreement. As the Bond Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

* For identification purpose only

This announcement is made pursuant to the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the SFO and Rule 13.09 of the Listing Rules.

THE PLACING AGREEMENT

Date

9 May 2016 (after trading hours of the Stock Exchange)

Parties

Issuer : The Company

Placing Agent : Pico Zeman Securities (HK) Limited

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiry, as at the date of this announcement, the Placing Agent and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

Bond Placing

Pursuant to the Placing Agreement, the Placing Agent agreed to act as placing agent, on a best effort basis, for the purposes of procuring Placees to subscribe in cash for the Bonds with an aggregate principal amount of up to HK\$100 million during the Placing Period.

Placees

The Bonds will be placed to Placees who are independent professional, institutional and other individual investor(s).

Bonds

The Bonds to be placed comprise (i) Bond(s) 1; (ii) Bond(s) 2; and (iii) Bond(s) 3. Principal terms of which are set out in the sections headed "Principal terms of the Bond(s)" in this announcement.

Placing Period and termination rights

The Placing Period commences from the date of the Placing Agreement until and inclusive of the Closing Date, or such other period as may be agreed between the Company and the Placing Agent in writing.

The Placing Agent reserves its right to terminate the arrangements set out in the terms of the Placing Agreement, by notice in writing to the Company at any time on or before 17:00 on the Closing Date, if in its reasonable opinion:

- (1) the market condition is not conducive or for any other reason the Placing Agent is unable to complete the Bond Placing; or
- (2) there is any material breach of the warranties, representations and undertakings given by the Company in the Placing Agreement and such breach is considered by the Placing Agent on reasonable grounds to be material in the context of the Bond Placing; or
- (3) there is or will be, or is likely to be, any event or thing materially adverse to the general affairs, management, business, financial, trading or other condition or prospects of the Company or its subsidiaries or to any present controlling shareholder (as defined in the Listing Rules) of the Company in its capacity as such or any event of force majeure affecting the People's Republic of China and Hong Kong; or
- (4) if there is any suspension or material limitation in the trading of the Shares or trading in securities of the Company generally on the Stock Exchange and in the case of the Shares, such an event persists for more than 5 consecutive Business Days; or
- (5) if there is any cancellation of listing of the Shares on the Stock Exchange.

The Company may also terminate the Placing Agreement (save in respect of Bonds already issued) within the Placing Period by serving a one-week written notice to the placing agent prior to the termination of the Placing Agreement.

In the event that the Placing Agent or the Company terminates the Placing Agreement due to the occurrence of any of the aforesaid events, all obligations of the Placing Agent and the Company hereunder shall cease and terminate and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with the Placing Agreement, save for any antecedent breaches.

Placing commission

The Placing Agent shall receive a placing commission of 5% on the principal amount of the Bonds successfully subscribed by the Placee(s) in accordance with the Placing Agreement. Such commission was arrived at after arm's length negotiations between the Company and the Placing Agent under normal commercial terms and with reference to prevailing market conditions and the financial positions of the Company. The Directors are of the view that the placing commission of 5% is fair and reasonable.

Completion

Completion of the Bond Placing may take place in tranches and in respect of each tranche shall take place within three Business Days after the giving of written notice by the Placing Agent to the Company of the amount of the Bonds subscribed by the Placee(s).

Principal terms of the Bond(s)

Bond(s) 1

Principal amount : Shall not exceed HK\$30 million.

Maturity date : On the third anniversary of the issue of Bond(s) 1.

Interest : 9% per annum accrue daily, payable annually in arrears on the last day of each calendar year.

Denomination : In denomination of HK\$1,000,000 each in the minimum (or for any amount over HK\$1,000,000, in integral multiple of HK\$1,000,000 each).

Status : The Bonds will constitute direct, unconditional, unsubordinated and unsecured contractual obligations of the Company which will rank pari passu among themselves and at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Company, other than those obligation required by laws to be preferential.

Transferability : The Bond(s) 1 may be transferable in the amount of HK\$1,000,000 or integral multiples of HK\$1,000,000.

Save with the consent of the Stock Exchange, none of the Bond(s) 1 may be transferred to a connected person (as defined in the Listing Rules) of the Company. The Company shall give notice to the Stock Exchange for seeking consent only for any transfer of the Bond(s) 1 where a connected person (within the meaning of the Listing Rules) of the Company is involved.

Early redemption right of the Company : The Company may at any time after the second anniversary of Bond(s) 1 but before the maturity date redeem the Bond(s) 1 (in whole or in part) at 100% of the total outstanding principal amount of such Bond(s) 1 together with payment of interests accrued up to the date of such early redemption by serving at least one (1) month written notice.

Listing : No application will be made for the listing of the Bond(s) 1.

The terms of the Bond(s) 1 were determined by the Board with reference to the prevailing market conditions.

Bond(s) 2

- Principal amount : Shall not exceed HK\$40 million.
- Maturity date : On the third anniversary of the issue of Bond(s) 2.
- Interest : 8.50% per annum accrue daily, payable semi-yearly in arrears on the last day of June and December of each calendar year.
- Denomination : In denomination of HK\$1,000,000 each in the minimum (or for any amount over HK\$1,000,000, in integral multiple of HK\$1,000,000 each).
- Status : The Bonds will constitute direct, unconditional, unsubordinated and unsecured contractual obligations of the Company which will rank pari passu among themselves and at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Company, other than those obligation required by laws to be preferential.
- Transferability : The Bond(s) 2 may be transferable in the amount of HK\$1,000,000 or integral multiples of HK\$1,000,000.
- Save with the consent of the Stock Exchange, none of the Bond(s) 2 may be transferred to a connected person (as defined in the Listing Rules) of the Company. The Company shall give notice to the Stock Exchange for seeking consent only for any transfer of the Bond(s) 2 where a connected person (within the meaning of the Listing Rules) of the Company is involved.
- Early redemption right of the Company : The Company may at any time after the second anniversary of Bond(s) 2 but before the maturity date redeem the Bond(s) 2 (in whole or in part) at 100% of the total outstanding principal amount of such Bond(s) 2 together with payment of interests accrued up to the date of such early redemption by serving at least one (1) month written notice.
- Listing : No application will be made for the listing of the Bond(s) 2.

The terms of the Bond(s) 2 were determined by the Board with reference to the prevailing market conditions.

Bond(s) 3

- Principal amount : Shall not exceed HK\$30 million.
- Maturity date : On the third anniversary of the issue of Bond(s) 3.
- Interest : 7.25% per annum pay in advance upon its subscription and deduct from the subscription money, for the period from the date of its issue up to and including the day of its expiry.
- Denomination : In denomination of HK\$1,000,000 each in the minimum (or for any amount over HK\$1,000,000, in integral multiple of HK\$1,000,000 each).
- Status : The Bond(s) 3 will constitute direct, unconditional, unsubordinated and unsecured contractual obligations of the Company which will rank pari passu among themselves and at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Company, other than those obligation required by laws to be preferential.
- Transferability : The Bond(s) 3 may be transferable in the amount of HK\$1,000,000 or integral multiples of HK\$1,000,000.

Save with the consent of the Stock Exchange, none of the Bond(s) 3 may be transferred to a connected person (as defined in the Listing Rules) of the Company. The Company shall give notice to the Stock Exchange for seeking consent only for any transfer of the Bond(s) 3 where a connected person (within the meaning of the Listing Rules) of the Company is involved.

Early redemption : Early redemption is not applicable.
right of the
Company

Listing : No application will be made for the listing of the Bond(s) 3.

The terms of the Bond(s) 3 were determined by the Board with reference to the prevailing market conditions.

REASONS FOR THE PLACING OF BONDS AND USE OF PROCEEDS

The Company is principally engaged in investment holding. The Group is principally engaged in property development, property management and investment.

The Directors are of the view that the Bond Placing will not result in any dilution effect on the shareholding of the existing Shareholders while providing a good opportunity to strengthen the Company's financial position and the terms of the Placing Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

If fully subscribed, the net proceeds from the Bond Placing after deducting the placing commission and other related costs and expenses amounted to approximately HK\$94.92 million. The Company intends to apply the net proceeds from the Bond Placing as working capital for daily operation and for the expansion of existing businesses of the Group.

Completion of the Bond Placing is subject to, among other, the prevailing market conditions and Placing Agent's rights to terminate the Bond Placing under the Placing Agreement. As the Bond Placing may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

DEFINITION

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“associate(s)”	has the meaning ascribed to it in the Listing Rules
“Board”	the board of Directors
“Bondholder(s)”	holder(s) of the Bonds
“Bond(s)”	collectively known as Bond(s) 1, Bond(s) 2 and Bond(s) 3
“Bond(s) 1”	the multiple tranches of 9% per annum coupon unsecured, non convertible and unlisted bonds to be issued by the Company in an aggregate principal amount of up to HK\$30,000,000 (with face value of HK\$1,000,000 each) due on the Maturity Date as agreed between the Placing Agent and the Company for each tranche of issue of the bond(s) 1 pursuant to the terms of the Placing Agreement and the instrument to the bond(s) 1
“Bond(s) 2”	the multiple tranches of 8.50% per annum coupon unsecured, non convertible and unlisted bonds to be issued by the Company in an aggregate principal amount of up to HK\$40,000,000 (with face value of HK\$1,000,000 each) due on the Maturity Date as agreed between the Placing Agent and the Company for each tranche of issue of the bond(s) 2 pursuant to the terms of the Placing Agreement and the instrument to the bond(s) 2
“Bond(s) 3”	the multiple tranches of 7.25% per annum coupon unsecured, non convertible and unlisted bonds to be issued by the Company in an aggregate principal amount of up to HK\$30,000,000 (with face value of HK\$1,000,000 each) due on the Maturity Date as agreed between the Placing Agent and the Company for each tranche of issue of the bond(s) 3 pursuant to the terms of the Placing Agreement and the instrument to the bond(s) 3

“Bond Placing”	the placing of the Bonds by the Placing Agent on a best effort basis pursuant to the terms and conditions of the Placing Agreement
“Business Day(s)”	any day (excluding a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for normal banking business
“Closing Date”	6 August 2016
“Company”	Grand Field Group Holdings Limited (stock code: 115), a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the of the Stock Exchange
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	any independent professional, institutional and other individual investor(s) procured by the Placing Agent to subscribe for any of the Bonds pursuant to the Placing Agreement
“Placing Agent”	Pico Zeman Securities (HK) Limited

“Placing Agreement”	the placing agreement dated 9 May 2016 and entered into between the Company as issuer and the Placing Agent as placing agent in relation to the Bond Placing
“Placing Period”	the period commencing from the date of the Placing Agreement until and inclusive of the Closing Date(or such other period as may be agreed between the Company and the Placing Agent in writing
“Share(s)”	ordinary share(s) of HK\$0.10 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
“%”	per cent

By order of the Board
Grand Field Group Holdings Limited
Ma Xuemian
Chairman

Hong Kong, 9 May 2016

As at the date of this announcement, the board of Directors comprises four executive Directors, namely, Mr. Ma Xuemian, Mr. Kwok Siu Bun, Ms. Chow Kwai Wa, Anne and Ms. Kwok Siu Wa, Alison; one non-executive Director, namely, Ms. Tsang Tsz Tung Debbie (with Mr. Kwok Siu Bun as alternative); and three independent non-executive Directors, namely, Mr. Hui Pui Wai, Kimber, Mr. Liu Chaodong and Ms. Chui Wai Hung.