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**中國港橋控股有限公司**

China HKBridge Holdings Limited

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 2323)**

**DISCLOSEABLE TRANSACTION  
SUBSCRIPTION OF INTEREST IN INVESTMENT FUNDS AND  
ENTERING INTO LIMITED PARTNERSHIP AGREEMENTS**

**ENTERING INTO THE LIMITED PARTNERSHIP AGREEMENTS AND THE  
SUBSCRIPTIONS**

The Board is pleased to announce that on 14 May 2017, Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited, a wholly owned subsidiary of the Company, as the General Partner of the Investment Fund I, entered into the Limited Partnership Agreement I with the First-Tier Limited Partner of Investment Fund I and the Second-tier Limited Partner of Investment Fund I, in respect of, among other matters, the subscription of interest to the Investment Fund I incorporated in the Cayman Islands. Pursuant to the Limited Partnership Agreement I, each of the First-tier Limited Partner of Investment Fund I and the Second-tier Limited Partner of Investment Fund I will enter into a subscription agreement with the General Partner of the Investment Fund I. The total capital commitment to the Investment Fund I is HK\$1,000,000,000, among which, HK\$220,000,000 will be contributed by the Great Merchant Investments Limited, a wholly owned subsidiary of the Company, being the Second-tier Limited Partner of the Investment Fund I.

The Board is further pleased to announce that on 14 May 2017, Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited, a wholly owned subsidiary of the Company, as the General Partner of the Investment Fund II, entered into the Limited Partnership Agreement II with the First-Tier Limited Partner of Investment Fund II and the Second-tier Limited Partner of Investment Fund II, in respect of, among other matters, the subscription of interest to the Investment Fund II incorporated in the Cayman Islands. Pursuant to the Limited Partnership Agreement II, each of the First-tier Limited Partner of Investment Fund II and the Second-tier Limited Partner of Investment Fund II will enter into a subscription agreement with the General Partner of the Investment Fund II. The total capital commitment to the Investment Fund II is HK\$1,000,000,000, among which, HK\$220,000,000 will be contributed by the Idea Excel Investments Limited, a wholly owned subsidiary of the Company, being the Second-tier Limited Partner of the Investment Fund II.

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the subscriptions under the Subscription Agreements to the Limited Partnership Agreement I and the Subscription Agreements to the Limited Partnership Agreement II and the Limited Partnership Agreements, as aggregated under Rules 14.22 and 14.23 of the Listing Rules, are more than 5% but less than 25%. The entering into of Subscription Agreements to the Limited Partnership Agreement I and the Subscription Agreements to the Limited Partnership Agreement II, each and in aggregate, constitute a discloseable transaction of the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **THE LIMITED PARTNERSHIP AGREEMENT I**

Principal terms of the Limited Partnership Agreement I are as follows:

### **Date**

14 May 2017

### **Name of the Investment Fund**

Hong Kong Bridge One Belt One Road Natural Resource Fund LP

### **Partners**

*General Partner of Investment Fund I:*

Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited

*Initial Limited Partner of Investment Fund I:*

Harneys Services (Cayman) Limited

*First-tier Limited Partner of Investment Fund I:*

Sonic Power Holdings Limited

*Second-tier Limited Partner of Investment Fund I:*

Great Merchant Investments Limited

### **Initial Limited Partner of Investment Fund I**

The Initial Limited Partner of Investment Fund I is an exempted company incorporated in the Cayman Islands, and shall withdraw from the Investment Fund I immediately following the admission of any new limited partner and shall have no further or continuing interest in the Investment Fund I.

## **Investment Objective of the Investment Fund I**

The investment objective of the Investment Fund I is to invest in the energy, mining or agricultural businesses, or infrastructure relating to any of the foregoing, through strategic investments in equity, equity-related investments, fixed income securities debt instruments and loans.

## **Capital contribution in the Investment Fund I**

The total capital contribution to the Investment Fund I under the Limited Partnership Agreement I is HK\$1,000,000,000. The Second-tier Limited Partner of Investment Fund I has committed to contribute HK\$220,000,000 and the First-Tier Limited Partner of Investment Fund I has committed to contribute HK\$780,000,000 to be paid in either HK dollars or US dollars.

The size of the Investment Fund I and the capital contribution by each partner are determined with reference after arm's length negotiations between the General Partner of Investment Fund I and the Limited Partners with reference to the anticipated capital requirements of the Investment Fund I and the possible investment return and financial resources of each party.

The General Partner of Investment Fund I may accept additional capital commitments of the Second-tier Partner to the Investment Fund I during the term of the Investment Fund I and may admit additional limited partners into the Investment Fund I up to six months from the from the first date on which the General Partner of Investment Fund I accepts a purchase of interest in the Investment Fund I.

The Group will finance its capital commitments to be contributed by the Second-tier Limited Partner of the Investment Fund I through internal resources or debt financing.

## **Term**

The Investment Fund I shall commence from the date of its formation and shall continue until commencement of winding up of the Investment Fund I, on or around the third anniversary from the first date on which the General Partner of Investment Fund I accepts a purchase of interest in the Investment Fund I, subject to up to two additional two year extensions, each extension to be determined by the consent of all of the partners.

The Investment Fund I can also be terminated under the following events of dissolution:

- (a) a decision of the General Partner of Investment Fund I with the consent of a majority vote of the limited partners;
- (b) a judicial decree of dissolution has been obtained; or
- (c) at any time there are no limited partners.

## **Management and Investment**

The General Partner of Investment Fund I shall have the exclusive right and shall dedicate sufficient time and resources to manage and control the Investment Fund I.

The General Partner of Investment Fund I shall have the exclusive authority to make investments on behalf of the Investment Fund I.

## **Expenses**

Subject to the terms of the Limited Partnership Agreement I, the Investment Fund I shall bear the fees for its operating expenses and investment expenses, including maintenance of books and accounts, preparation of audited and unaudited financial statements, insurance, expenses incurred in connection with the identifying and entering into of investments, expenses for meetings of the Partners, brokerage commissions and appraisal fees and any other fee as specified in the Limited Partnership Agreement I.

## **Distributions**

Proceeds from the Investment Fund I shall be distributed by the General Partner of Investment Fund I within 90 days after receipt of such proceeds. The proceeds shall be apportioned and distributed to the Partners as follows:

- (a) 100% to the First-tier Limited Partner of Investment Fund I until the cumulative distributed amount reaches a level equivalent of 6% per annum of its aggregate capital contributions calculated on a daily basis from the date of such capital contributions.
- (b) 100% to the First-tier Limited Partner of Investment Fund I until the First-tier Limited Partner of Investment Fund I has received an amount equal to its aggregate capital contributions.
- (c) 100% to the Second-tier Limited Partner of Investment Fund I until the Second-tier Limited Partner of Investment Fund I has received an amount equal to its initial capital contributions.
- (d) 100% to the First-tier Limited Partner of Investment Fund I for the separate payments to be paid under the Limited Partnership Agreement I.
- (e) 100% to the partners (other than the First-tier Limited Partner of Investment Fund I) on a pro rata basis in accordance with their percentage interests in the Investment Fund I.

In the event that the First-tier Limited Partner of Investment Fund I has not received a distribution reaching a level equivalent of 6% per annum of its aggregate capital contributions calculated on a daily basis from the date of such capital contributions on the date falling every 6 months from its first contribution date, the Second-tier Limited Partner of Investment Fund I shall make additional

contributions to the Investment Fund I such that the First-tier Limited Partner of Investment Fund I shall receive an amount of 6% per annum of its aggregate capital contributions.

In consideration for the investment by the First-tier Limited Partner of Investment Fund I, separate payments shall be paid by the Investment Fund I within 3 months following the end of the fiscal year or the date of an event of dissolution of Investment Fund I under the Limited Partnership Agreement I based on an investment profit rate.

### **Withdrawal**

No Limited Partner, other than the First-tier Limited Partner of Investment Fund I under occurrence of the events detailed below, without the prior written approval of the General Partner of Investment Fund I, shall have any right (a) to withdraw as a limited partner from the Investment Fund I, (b) to withdraw from the Investment Fund I all or any part of such limited partner's capital contributions.

Upon occurrence of any of the a loss in the Investment Fund I in excess of 20% of the aggregate initial capital contributions of the Limited Partners of Investment Fund I, or a material adverse change in the Investment Fund I that would expect to cause an investment loss in excess of 20% of the aggregate initial capital contributions of the Limited Partners of Investment Fund I, the First-tier Limited Partner of Investment Fund I shall have the right to withdraw from the Investment Fund I all or any part of its capital contributions by giving a two-month prior written notice to the General Partner of Investment Fund I. An interest rate of 20% per annum shall accrue upon failure to pay to the First-tier Partner all or part of its capital contributions withdrawn from the Investment Fund I. In the event of such failure, the Second-tier Partner undertakes that it shall immediately pay to the First-tier Partner such unpaid capital contributions with interest withdrawn from the Investment Fund I.

### **Restriction on transfer**

The Limited Partners are generally not permitted to transfer all or any part of its interests unless with prior written consent of the General Partner of Investment Fund I.

On the same day of the Limited Partnership Agreement I, the First-tier Limited Partner of Investment Fund I and the Second-tier Limited Partner of Investment Fund I entered into the Subscription Agreements to the Limited Partnership Agreement I for subscription of their respective capital commitments to the Investment Fund I.

## **SUBSCRIPTIONS TO INVESTMENT FUND I**

The principal terms of the Subscription Agreements to the Limited Partnership Agreement I are as follows:

### **Date**

14 May 2017

## **Parties**

- (1) The subscription agreement entered into by the First-tier Limited Partner of Investment Fund I:

*General Partner of Investment Fund I:*

Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited

*First-tier Limited Partner of Investment Fund I:*

Sonic Power Holdings Limited

- (2) The subscription agreement entered into by the Second-tier Limited Partner of Investment Fund I:

*General Partner of Investment Fund I:*

Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited

*Second-tier Limited Partner of Investment Fund I:*

Great Merchant Investments Limited

Pursuant to Subscription Agreements to the Limited Partnership Agreement I, the First-tier Limited Partner of Investment Fund I has applied to subscribe for an interest with a committed capital contribution of US\$100,000,000 to the Investment Fund I in accordance with the Limited Partnership Agreement I. The Second-tier Limited Partner of Investment Fund I has applied to subscribe for an interest with a committed capital contribution of HK\$220,000,000 to the Investment Fund I in accordance with the Limited Partnership Agreement I.

The capital contributions of the limited partners shall be made on the date specified on the fund notice issued by the General Partner of Investment Fund I pursuant to the Limited Partnership Agreement I provided that the General Partner of Investment Fund I shall give the each of the limited partners at least one (1) Business Day notice regarding the capital contribution payment. It is expected that the fund notice will be issued on or immediately upon signing of the Subscription Agreement.

The capital contributions by each limited partner was determined after arm's length negotiations between the General Partner of Investment Fund I and each of the limited partners with reference to (i) the target size of the Investment Fund I; (ii) the anticipated capital requirements of the Investment Fund I and (iii) the possible investment return and financial resources of each party.

The capital contributions will be funded by internal resources of the Group or debt financing.

## **THE LIMITED PARTNERSHIP AGREEMENT II**

Principal terms of the Limited Partnership Agreement II are as follows:

### **Date**

14 May 2017

## **Name of the Investment Fund**

Hong Kong Bridge One Belt One Road Fixed Income Fund LP

## **Partners**

*General Partner of Investment Fund II:*

Hong Kong Bridge One Belt One Road Fixed Income G.P. Limited

*Initial Limited Partner of Investment Fund II:*

Harneys Services (Cayman) Limited

*First-tier Limited Partner of Investment Fund II:*

Benefit Team Limited

*Second-tier Limited Partner of Investment Fund II:*

Idea Excel Investments Limited

## **Initial Limited Partner of Investment Fund II**

The Initial Limited Partner of Investment Fund II is an exempted company incorporated in the Cayman Islands, and shall withdraw from the Investment Fund II immediately following the admission of any new limited partner and shall have no further or continuing interest in the Investment Fund II.

## **Investment Objective of the Investment Fund II**

The investment objective of the Investment Fund II is to make investments in fixed income securities, debt instruments and loans, including without limitation loans, convertible bonds, fixed income securities, money market, convertible securities.

## **Capital contribution in the Investment Fund II**

The total capital contribution to the Investment Fund II under the Limited Partnership Agreement II is HK\$1,000,000,000. The Second-tier Limited Partner of Investment Fund II has committed to contribute HK\$220,000,000 and the First-Tier Limited Partner of Investment Fund II has committed to contribute HK\$780,000,000 to be paid in either HK dollars or US dollars.

The size of the Investment Fund II and the contribution by each partner are determined with reference after arm's length negotiations between the General Partner of Investment Fund II and the Limited Partners with reference to the anticipated capital requirements of the Investment Fund II and the possible investment return and financial resources of each party.

The General Partner of Investment Fund II may accept additional its capital commitments from the Second-tier Partner of Investment Fund II to the Investment Fund II during the term of the Investment Fund II and may admit additional limited partners into the Investment Fund II up to six months from the first date on which the General Partner of Investment Fund II accepts a purchase of interest in the Investment Fund II.

The Group will finance its capital commitments to be contributed by the Second-tier Limited Partner of Investment Fund II through internal resources or debt financing.

### **Term**

The Investment Fund II shall commence from the date of its formation and shall continue until commencement of winding up of the Investment Fund II, on or around the third anniversary from the first date on which the General Partner of Investment Fund II accepts a purchase of interest in the Investment Fund II, subject to up to two additional two year extensions, each extension to be determined by the consent of all of the partners.

The Investment Fund II can also be terminated under the following events of dissolution:

- (a) a decision of the General Partner of Investment Fund II with the consent of a majority vote of the limited partners;
- (b) a judicial decree of dissolution has been obtained; or
- (c) at any time there are no limited partners.

### **Management and Investment**

The General Partner of Investment Fund II shall have the exclusive right and shall dedicate sufficient time and resources to manage and control the Investment Fund II.

The General Partner of Investment Fund II shall have the exclusive authority to make investments on behalf of the Investment Fund II.

### **Expenses**

Subject to the terms of the Limited Partnership Agreement II, the Investment Fund II shall bear the fees for its operating expenses and investment expenses, including maintenance of books and accounts, preparation of audited and unaudited financial statements, insurance, expenses incurred in connection with the identifying and entering into of investments, expenses for meetings of the Partners, brokerage commissions and appraisal fees and any other fee as specified in the Limited Partnership Agreement II.

## **Distributions**

Proceeds from the Investment Fund II shall be distributed by the General Partner of Investment Fund II within 90 days after receipt of such proceeds. The proceeds shall be apportioned and distributed to the Partners as follows:

- (a) 100% to the First-tier Limited Partner of Investment Fund II until the cumulative distributed amount reaches a level equivalent of 6% per annum of its aggregate capital contributions calculated on a daily basis from the date of such capital contributions.
- (b) 100% to the First-tier Limited Partner of Investment Fund II until the First-tier Limited Partner of Investment Fund II has received an amount equal to its aggregate capital contributions.
- (c) 100% to the Second-tier Limited Partner of Investment Fund II until the Second-tier Limited Partner of Investment Fund II has received an amount equal to its initial capital contributions.
- (d) 100% to the First-tier Limited Partner of Investment Fund II for the separate payments to be paid under the Limited Partnership Agreement II.
- (e) 100% to the partners (other than the First-tier Limited Partner of Investment Fund II) on a pro rata basis in accordance with their percentage interests in the Investment Fund II.

In the event that the First-tier Limited Partner of Investment Fund II has not received a distribution reaching a level equivalent of 6% per annum of its aggregate capital contributions calculated on a daily basis from the date of such capital contributions on the date falling every 6 months from its first contribution date, the Second-tier Limited Partner of Investment Fund II shall make additional contributions to the Investment Fund II such that the First-tier Limited Partner of Investment Fund II shall receive an amount of 6% per annum of its aggregate capital contributions.

In consideration for the investment by the First-tier Limited Partner of Investment Fund II, separate payments shall be paid by the Investment Fund II within 3 months following the end of the fiscal year or the date of an event of dissolution of Investment Fund II under the Limited Partnership Agreement II based on an investment profit rate.

## **Withdrawal**

No Limited Partner, other than the First-tier Limited Partner of Investment Fund II under occurrence of the events detailed below, without the prior written approval of the General Partner of Investment Fund II, shall have any right (a) to withdraw as a limited partner from the Investment Fund II, (b) to withdraw from the Investment Fund II all or any part of such Limited Partner's capital contributions.

Upon occurrence of any of the a loss in the Investment Fund II in excess of 20% of the aggregate initial capital contributions of the Limited Partners of Investment Fund II, or a material adverse change in the Investment Fund II that would expect to cause an investment loss in excess of 20% of the aggregate initial capital contributions of the Limited Partners of Investment Fund II, the First-tier

Limited Partner of Investment Fund II shall have the right to withdraw from the Investment Fund II all or any part of its capital contributions by giving a two-month prior written notice to the General Partner of Investment Fund II. An interest rate of 20% per annum shall accrue upon failure to pay to the First-tier Partner of Investment Fund II all or part of its capital contributions withdrawn from the Investment Fund II. In the event of such failure, the Second-tier Partner of Investment Fund II undertakes that it shall immediately pay to the First-tier Partner of Investment Fund II, such unpaid capital contributions with interest withdrawn from the Investment Fund II.

### **Restriction on transfer**

The Partners are generally not permitted to transfer all or any part of its interests unless without prior written consent of the General Partner of Investment Fund II.

On the same day of the Limited Partnership Agreement II, the First-tier Limited Partner of Investment Fund II and the Second-tier Limited Partner of Investment Fund II entered into the Subscription Agreements to the Limited Partnership Agreement II for subscription of their respective capital commitments to the Investment Fund II.

### **SUBSCRIPTIONS TO INVESTMENT FUND II**

The principal terms of the Subscription Agreements to the Limited Partnership Agreement II are as follows:

#### **Date**

14 May 2017

#### **Parties**

- (1) The subscription agreement entered into by the First-tier Limited Partner of Investment Fund II:

*General Partner of Investment Fund II:*

Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited

*First-tier Limited Partner of Investment Fund II:*

Benefit Team Limited

- (2) The subscription agreement entered into by the Second-tier Limited Partner of Investment Fund II:

*General Partner of Investment Fund II*

Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited

*Second-tier Limited Partner of Investment Fund II:*

Idea Excel Investments Limited

Pursuant to Subscription Agreements to the Limited Partnership Agreement II, the First-tier Limited Partner of Investment Fund II has applied to subscribe for an interest with a committed capital contribution of US\$100,000,000 to the Investment Fund II in accordance with the Limited Partnership Agreement II. The Second-tier Limited Partner of Investment Fund II has applied to subscribe for an interest with a committed capital contribution of HK\$220,000,000 to the Investment Fund II in accordance with the Limited Partnership Agreement II.

The capital contributions of the limited partners shall be made on the date specified on the fund notice issued by the General Partner of Investment Fund II pursuant to the Limited Partnership Agreement II provided that the General Partner of Investment Fund II shall give the each of the limited partners at least one (1) Business Day notice regarding the capital contribution payment. It is expected that the fund notice will be issued on or immediately upon signing of the Subscription Agreement.

The capital contributions by each limited partner was determined after arm's length negotiations between the General Partner of Investment Fund II and each of the limited partners with reference to (i) the target size of the Investment Fund II, (ii) the anticipated capital requirements of the Investment Fund II and (iii) the possible investment return and financial resources of each party.

The capital contributions will be funded by internal resources of the Group or debt financing.

## **INFORMATION ON THE GROUP, THE LIMITED PARTNERS OF INVESTMENT FUND I AND THE LIMITED PARTNERS OF INVESTMENT FUND II**

The Group is principally engaged in the manufacture and sales of a broad range of printed circuited boards. It also involved in the carrying out of treasury investments including investment in securities and other related activities; and the rendering of advice on securities and the carrying out of asset management business for professional investors.

To the best knowledge of the Directors, the principal activities of each of the Limited Partners of Investment Fund I and Limited Partners of Investment Fund II are as follows:

### *General Partner of Investment Fund I:*

Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited is an exempted company incorporated with limited liability under the laws of the Cayman Islands and is principally engaged in investment management. Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited is a wholly owned subsidiary of the Company.

### *First-tier Limited Partner of Investment Fund I:*

Sonic Power Holdings Limited is a company incorporated with limited liability under the laws of the British Virgin Islands and is principally engaged in investment holding. Sonic Power Holdings Limited is a wholly owned subsidiary of Huarong.

*Second-tier Limited Partner of Investment Fund I:*

Great Merchant Investments Limited is a company incorporated with limited liability under the laws of the British Virgin Islands and is principally engaged in investment holding. Great Merchant Investments Limited is a wholly owned subsidiary of the Company.

*General Partner of Investment Fund II:*

Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited is an exempted company incorporated with limited liability under the laws of the Cayman Islands and is principally engaged in investment management. Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited is a wholly owned subsidiary of the Company.

*First-tier Limited Partner of Investment Fund II:*

Benefit Team Limited is a company incorporated with limited liability under the laws of the British Virgin Islands and is principally engaged in investment holding. Benefit Team Limited is a wholly owned subsidiary of Huarong.

*Second-tier Limited Partner of Investment Fund II:*

Idea Excel Investments Limited is a company incorporated with limited liability under the laws of the British Virgin Islands and is principally engaged in investment holding. Idea Excel Investments Limited is a wholly owned subsidiary of the Company.

To the best of the Directors' knowledge, one of the substantial holders of the Company, Mr. Jia Tianjiang, holding 16.67% of the Company's issued share capital, as at the date of the announcement, is also one of the substantial shareholders of Huarong, the holding company of the First-tier Limited Partners of Investment Fund I and the First Limited Partner of Investment Fund II, holding 21.60% of Huarong's issued share capital. Nonetheless, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the First-tier Limited Partners of Investment Fund I and the First Limited Partner of Investment Fund II and its ultimate beneficial owner(s) are not connected persons of the Company.

**REASONS FOR AND BENEFITS OF THE ENTERING INTO OF THE LIMITED PARTNERSHIP AGREEMENTS AND THE ESTABLISHMENT OF THE INVESTMENT FUNDS**

On 21 December 2016, the Group through one of its wholly owned subsidiaries, Hong Kong Bridge Investments Limited, successfully obtained the formal approvals from the SFC for its assets management business and to conduct Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities under section 127(1) of the SFO.

The establishment of the Investment Fund I and the Investment Fund II is in line with the Group's asset management business. Additionally, the rate of return of investment to be received under the transactions contemplated under the Limited Partnership Agreement I and the Limited Partnership Agreement II are favourable. The Board therefore considers that the setting up of the Funds is a viable investment, which is beneficial to the Group and the Shareholders as a whole.

The Board is of the view that the terms of the Limited Partnership Agreement I and the Limited Partnership Agreement II are on normal commercial terms after arm's length negotiation among the parties, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the subscriptions under the Subscription Agreements to the Limited Partnership Agreement I and the Subscription Agreements to the Limited Partnership Agreement II, as aggregated under Rules 14.22 and 14.23 of the Listing Rules, are more than 5% but less than 25%. The entering into of Subscription Agreements to the Limited Partnership Agreement I and the Subscription Agreements to the Limited Partnership Agreement II, each and in aggregate, constitute a discloseable transaction of the Company and are therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

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

“Board”	the board of Directors
“Business Day(s)”	A day (other than Saturdays or Sundays) on which banks in Hong Kong are open for normal banking business provided that where as a result of a tropical cyclone warning no.8 or above, a black rainstorm warning or other similar event, the period during which banks in Hong Kong are open for business on any day is reduced, such day will not be a Business Day
“Company”	China HKBridge Holdings Limited (stock code: 2323), a company incorporated in Bermuda 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”	the director(s) of the Company from time to time

“First-tier Limited Partner of Investment Fund I”	Sonic Power Holdings Limited, a company incorporated with limited liability under the laws of the British Virgin Islands
“First-tier Limited Partner of Investment Fund II”	Benefit Team Limited, a company incorporated with limited liability under the laws of the British Virgin Islands
“General Partner of Investment Fund I”	Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands
“General Partner of Investment Fund II”	Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited is an exempted company incorporated with limited liability under the laws of the Cayman Islands
“Group”	the Company and its subsidiaries
“HK\$” or “HK dollars”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Huarong”	Huarong International Financial Holdings Ltd. (stock code: 993), a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange
“Investment Fund I”	Hong Kong Bridge One Belt One Road Natural Resource Fund LP, established and managed in accordance with Limited Partnership Agreement I
“Investment Fund II”	Hong Kong Bridge One Belt One Road Fixed Income LP, established and managed in accordance with Limited Partnership Agreement II
“Limited Partnership Agreement I”	the amended and restated agreement of exempted limited partnership of Hong Kong Bridge One Belt One Road Natural Resource Fund LP, a Cayman Islands exempted limited partnership, entered on 14 May 2017 between Hong Kong Bridge One Belt One Road Natural Resource Fund G.P. Limited, Sonic Power Holdings Limited and Great Merchant Investments Limited

“Limited Partnership Agreement II”	the amended and restated agreement of exempted limited partnership of Hong Kong Bridge One Belt One Road Fixed Income Fund LP, a Cayman Islands exempted limited partnership entered on 14 May 2017 between Hong Kong Bridge One Belt One Road Fixed Income Fund G.P. Limited, Benefit Team Limited and Idea Excel Investments Limited
“Limited Partnership Agreements”	Limited Partnership Agreement I and Limited Partnership Agreement II
“Limited Partners of Investment Fund I”	First-tier Limited Partner of Investment Fund I and Second-tier Limited Partner of Investment Fund I
“Limited Partners of Investment Fund II”	First-tier Limited Partner of Investment Fund II and Second-tier Limited Partner of Investment Fund II
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Partners”	the partners under Limited Partnership Agreement I and/or Limited Partnership Agreement II, as the case may be
“Second-tier Limited Partner of Investment Fund I”	Great Merchant Investments Limited, a company incorporated with limited liability under the laws of the British Virgin Islands
“Second-tier Limited Partner of Investment Fund II”	Idea Excel Investments Limited is a company incorporated with limited liability under the laws of the British Virgin Islands
“SFC”	the Securities and Futures Commission
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shares”	ordinary shares of HK\$0.10 each of the Company
“Shareholders”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Subscription Agreements to the Limited Partnership Agreement I”	the subscription agreements entered into on 14 May 2017 by each of the First-tier Limited Partner of Investment Fund I and the Second-tier Limited Partner of Investment Fund I
“Subscription Agreements to the Limited Partnership Agreement II”	the subscription agreements entered into on 14 May 2017 by each of the First-tier Limited Partner of Investment Fund II and the Second-tier Limited Partner of Investment Fund II
“US\$” or “US dollars”	United States dollar, the lawful currency of the United States of America
“%”	per cent

By order of the Board of  
**China HKBridge Holdings Limited**  
**Liu Tingan**  
*Chairman and Chief Executive Officer*

Hong Kong, 14 May 2017

*As at the date of this announcement, the board of directors of the Company comprises Mr. Liu Tingan, Mr. Cheok Ho Fung and Mr. Zhou Huorong being executive directors; and Mr. Mao Yumin, being non-executive director and Mr. Ng Man Kung, Dr. Ngai Wai Fung and Mr. Lau Fai Lawrence being independent non-executive directors.*