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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 PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 26 May 2017, the Lender entered into the Loan Facility Agreement with the Borrower pursuant to which the Lender has agreed to provide a loan facility of RMB200 million (equivalent to HK\$226.8 million) to the Borrower for a period of two years.

The Loan Amount carries interest at an interest rate of 18% per annum during the Term (as defined below). The Loan Amount is secured by the Charges and the Guarantees.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios (as calculated under Rule 14.07 of the Listing Rules) in respect of the Loan Amount are more than 5% but less than 25%, the provision of the Loan Amount constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. As the Loan Amount to the Borrower exceeds 8% under the assets ratio as calculated under Rule 14.07(1) of the Listing Rules, the Loan Amount is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 26 May 2017, the Lender entered into the Loan Facility Agreement with the Borrower.

The principal terms and conditions of the Loan Facility Agreement are set out below.

THE LOAN FACILITY AGREEMENT

- Date: 26 May 2017
- Parties: (a) The Lender; and
(b) the Borrower, which is principally engaged in property development in Zhuhai, the PRC.
- Principal amount: RMB200 million (equivalent to HK\$226.8 million)
- Term (the “**Term**”): Two years commencing from the actual date of drawdown (“**Drawdown Date**”) of the Loan Amount
- Interest rate: 18% per annum, on the basis of a 360-day year
- Securities: (a) a charge over the premises owned by the Borrower with an aggregate area of 2,341.66 square metre (“**Charge A**”); (b) a second charge over the premises owned by the Borrower with an aggregate area of 5,170.47 square metre (“**Charge B**”, together with Charge A, the “**Charges**”), which the premises under the Charge B has already been charged in favour of a bank that such prior charge has priority over Charge B and (c) personal guarantees provided by each of Guarantor A and Guarantor B (the “**Guarantee(s)**”)
- Payment and repayment: The Borrower shall pay interest for the period from the Drawdown Date up to 20 September 2017 in one lump sum on the Drawdown Date and all subsequent interest is payable quarterly.
- The Borrower shall repay the Loan Amount together with all payable (but unpaid) interest on or before the expiry date of the Term.
- The Borrower is entitled to apply for early repayment one year after the Drawdown Date. In the event of any early repayment by the Borrower, the Borrower can serve prior written application to the Lender. Every early repayment shall not be less than RMB20 million and be in a multiple of RMB20 million.
- Major drawing conditions (among other conditions): (a) The Loan Facility Agreement and all other transaction documents required have been effective (including but not limited to those agreements in relation to the Charges and the Guarantees) and the Borrower having completed all necessary registrations in relation to the Charges and the Guarantee; and

- (b) the Borrower having set up a supervision account for the Loan Amount in accordance with the Loan Facility Agreement

Use of the Loan Amount: The Loan Amount shall be applied by the Borrower solely for the agreed purposes as follows: (a) RMB120 million for the construction works in relation to the development of a piece of land located in Zhuhai, the PRC (the “**Property Development Project**”); and (b) RMB80 million for payment of compensation to the buyers of the Phase I of the Property Development Project as a result of delay in completion of transfer of the properties to the buyers.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, save for the loan relationship with the Group as disclosed in this announcement, each of the Borrower, Guarantor A and Guarantor B is an Independent Third Party and is not connected with the Group.

Funding of the Loan

The Loan Amount under the Loan Facility Agreement will be financed by the Group’s available internal resources.

INFORMATION ON THE GROUP

The Group is principally engaged in the manufacture and sales of a broad range of printed circuit 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.

REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN FACILITY AGREEMENT

The terms and conditions of the Loan Facility Agreement (including the interest rate) are negotiated on an arm’s length basis among the Lender and the Borrower with reference to the normal prevailing commercial practice and the Loan Amount. The Directors consider that the Loan Facility Agreement is on normal commercial terms entered into based on the Group’s credit assessment towards the Borrower, Guarantor A and Guarantor B as well as the value of Charge A and Charge B. Taking into account the satisfactory assets backing of the Borrower, the value of Charge A and Charge B, and the expected return to be generated from the Loan Amount, the Directors consider that the terms of the transaction under the Loan Facility Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

The Loan Amount as provided under the Loan Facility Agreement constitutes a financial assistance provided by the Lender within the meaning of the Listing Rules.

As one or more of the applicable percentage ratios (as calculated under Rule 14.07 of the Listing Rules) in respect of the Loan Amount are more than 5% but less than 25%, the Loan Amount constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements set out in Chapter 14 of the Listing Rules. As the Loan Amount to the Borrower exceeds 8% under the assets ratio as calculated under Rule 14.07(1) of the Listing Rules, the Loan Amount is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Board”	the board of Directors
“Borrower”	珠海市卡都海俊房產開發有限公司, a company established in the PRC with limited liability which is owned as to 76.5% by 珠海市卡都投資有限公司 and 23.5% equity interests by 珠海市卡都九州食品有限公司, respectively
“Company”	China HKBridge Holdings Limited (stock code: 2323), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange
“Director(s)”	the director(s) of the Company
“Guarantor A”	Zheng Hong (鄭洪), an equity holder of 59.6% in 珠海市卡都投資有限公司 and 58.9% in 珠海市卡都九州食品有限公司
“Guarantor B”	Peng Defong (彭德芳), the spouse of Guarantor A
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	a third party independent of and not connected with the Company and its subsidiaries and its connected persons

“Lender”	至卓飛高企業管理諮詢服務(韶關)有限公司, a company established in the PRC with limited liability, which is an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Amount”	the principal amount of RMB200 million (equivalent to HK\$226.8 million) to be lent by the Lender to the Borrower pursuant to the Loan Facility Agreement
“Loan Facility Agreement”	the loan facility agreement dated 26 May 2017 entered into between the Lender and the Borrower
“PRC”	People’s Republic of China, and for the purpose of this announcement only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“RMB”	Reminbi, the lawful currency of the PRC
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

Unless otherwise specified in this announcement, amounts denominated in Renminbi have been converted, for the purpose of illustration only, into Hong Kong dollars at the rate of RMB1:HK\$1.134. No representation is made that any amounts in Hong Kong dollars and Renminbi were or could have been or could be converted into each other at such rates or any other exchange rates on the date of this announcement or any other date.

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

Hong Kong, 26 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.