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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:
ENTRUSTED LOAN AGREEMENT**

INVESTMENT IN THE ENTRUSTED LOAN

The Board is pleased to announce that on 16 August 2017, the Borrower, the Lender and the Lending Agent entered into the Entrusted Loan Agreement pursuant to which the Borrower has agreed, subject to the terms and conditions contained therein, to grant the Entrusted Loan to the Borrower in amount of RMB150 million (equivalent to HK\$174 million) a term of two years, which carries an expected rate of return of 18% per annum. The permitted use of the Entrusted Loan is for the development and construction in relation to a property development project in Weihai City, Shandong Province, the PRC.

Separate agreements have also been entered into between the Borrower, the Lender and Jumbo China (i.e. the sole shareholder of the Borrower); and between the Borrower and Lending Agent respectively in respect of the securities for the Entrusted Loan.

IMPLICATIONS UNDER THE LISTING RULES

The provision of the Entrusted Loan constitutes a transaction within the meaning of Chapter 14 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 investment in the Entrusted Loan is more than 5% but less than 25%, the provision of the Entrusted Loan 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.

INVESTMENT IN THE ENTRUSTED LOAN

The Board announces that on 16 August 2017, the Borrower, the Lender and the Lending Agent entered into the Entrusted Loan Agreement in relation to the provision of the Entrusted Loan to the Borrower.

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

The Entrusted Loan Agreement

Date	:	16 August 2017
Parties	:	(a) the Borrower; (b) the Lender; and (c) the Lending Agent
Principal of Entrusted Loan	:	RMB150 million
Term	:	two years from the drawdown date
Interest rate and payment of interest	:	18% per annum, payable half-yearly on the basis of 360-day a year
Permitted use of the Entrusted Loan	:	The Borrower shall only use the principal of the Entrusted Loan for the development and construction in relation to a property development project in Weihai City, Shandong Province, the PRC, unless prior written consent has been obtained from the Lender
Repayment	:	The Borrower shall repay in full the outstanding principal amount of the Entrusted Loan within two years from the drawdown date, or such other date as agreed by the Lender and the Lending Agent in writing

The expected rate of return was determined based on commercial negotiation with reference to the return of similar investment products in the market in the PRC.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, saved for the entrusted loan arrangement relationship with the Group as disclosed in this announcement, each of the Borrower, the Lending Agent and their respective ultimate beneficial owners is an Independent Third Party and is not connected with the Group.

Funding for the principal of the Entrusted Loan

The principal of the Entrusted Loan will be financed by the Group's available internal resources.

Securities

The Entrusted Loan will be secured by (a) a pledge over the entire equity interest in the Borrower currently held by Jumbo China Investment Limited (奧華投資有限公司) (“**Jumbo China**”), a company established in Hong Kong and the sole equity holder of the Borrower, in favour of the Lender, and (b) a charge to be created on certain land use rights on a piece of a land located in Weihai City, Shandong Province, the PRC held by the Borrower in favour of the Lending Agent.

Separate agreements have also been entered into between the Lender, the Borrower and Jumbo China in respect of security (a) above, and between the Borrower and the Lending Agent in respect of security (b) above, respectively.

INFORMATION ON THE GROUP

The Group is principally engaged in (a) the manufacture and sales of a broad range of printed circuit boards, (b) the carrying out of treasury investments including investment in securities and other related activities, and (c) the provision of financial services including asset management, investment and other consultancy related services.

INFORMATION ON THE BORROWER AND JUMBO CHINA

The Borrower is principally engaged in property development business in the PRC. Jumbo China, being the sole equity holder of the Borrower, is principally engaged in investment holding.

REASONS FOR AND BENEFITS OF ENTERING INTO THE ENTRUSTED LOAN AGREEMENT

The terms and conditions of the Entrusted Loan Agreement (including the expected rate of return) are negotiated on an arm's length basis between the Borrower and the Lender with reference to the normal prevailing commercial practice and the principal amount of the Entrusted Loan. The Directors consider that the Entrusted Loan and the Entrusted Loan Agreement are on normal commercial terms entered into based on the Group's assessment towards the Borrower and the securities for the Entrusted Loan. Taking into account the above-mentioned assessments towards the Entrusted Loan, the expected rate of return to be generated from the investment in the Entrusted Loan and the financial background of the Borrower and Jumbo China, the Directors consider that the entering into of the Entrusted Loan Agreement is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

The provision of the Entrusted Loan constitutes a transaction within the meaning of Chapter 14 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 investment in the Entrusted Loan is more than 5% but less than 25%, the provision of the Entrusted Loan 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.

DEFINITIONS

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

“Board”	the board of Directors
“Borrower”	Weihai Guosheng Runhe Property Development Co. Ltd.* (威海國盛潤禾置業有限公司), a company established in the PRC with limited liability
“Company”	China HKBridge Holdings Limited, 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
“Entrusted Loan”	the loan in the principal amount of RMB150 million (equivalent to HK\$174 million) entrusted by the Lender to the Lending Agent pursuant to the Entrusted Loan Agreement
“Entrusted Loan Agreement”	an entrusted loan agreement dated 16 August 2017 and entered into between the Borrower, the Lender and the Lending Agent in relation to the provision of the Entrusted Loan to the Borrower
“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

* *for identification purpose only*

“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
“Lending Agent”	Shenzhen Branch of China Everbright Bank Co., Ltd. (中國光大銀行股份有限公司深圳分行), a banking institution established in the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“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\$1.16. No representation is made that any amounts in Hong Kong dollars and Reminbi 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, 16 August 2017

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