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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 FURTHER SUBSCRIPTION OF INTEREST IN INVESTMENT FUNDS

THE FURTHER SUBSCRIPTIONS

Reference is made to the announcement of the Company dated 14 May 2017 in relation to the entering into of 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, the entering into of 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 and the subscription of interest in Investment Fund I and the subscription of interest in Investment Fund II.

The Board is pleased to announce that on 12 March 2018, the Second-tier Limited Partner of Investment Fund I, a wholly owned subsidiary of the Company, entered into the Side Agreement I with the General Partner of Investment Fund I in respect of, among other matters, the subscription of interest to Investment Fund I. Pursuant to the Side Agreement I, the Second-tier Limited Partner of Investment Fund I will further subscribe for an interest in the sum of HK\$375,000,000 in Investment Fund I.

The Board is further pleased to announce that on 12 March 2018, the Second-tier Limited Partner of Investment Fund II, a wholly owned subsidiary of the Company, entered into the Side Agreement II with the General Partner of Investment Fund II in respect of, among other matters, the subscription of interest to Investment Fund II. Pursuant to the Side Agreement II, the Second-tier Limited Partner of Investment Fund II will further subscribe for an interest in the sum of HK\$375,000,000 in Investment Fund II.

LISTING RULES IMPLICATIONS

Pursuant to Rules 14.22 and 14.23 of the Listing Rules, the subscriptions under the Subscription Agreements to the Limited Partnership Agreement I, the Subscription Agreements to the Limited Partnership Agreement II, the Limited Partnership Agreement I and the Limited Partnership Agreement II and the Side Agreements are aggregated on the basis that the Subscription Agreements to the Limited Partnership Agreement I, the Subscription Agreements to the Limited Partnership Agreement II, the Limited Partnership Agreement I, the Limited Partnership Agreement II and the Side Agreements were (i) completed within a 12 months period and (ii) relate to subscriptions in the same investment funds.

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the Aggregated Subscriptions are more than 5% but less than 25%. The entering into of the Side Agreements, 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.

SIDE AGREEMENT I AND THE LIMITED PARTNERSHIP AGREEMENT I

The principal terms of the Side Agreement I are as follows:

Date

12 March 2018

Parties

General Partner of Investment Fund I:

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

Second-tier Limited Partner of Investment Fund I:

Idea Excel Investments Limited

Pursuant to the Side 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\$375,000,000 to Investment Fund I in accordance with the Limited Partnership Agreement I.

The capital contribution 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 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 Side Agreement I.

The capital contribution by the Second-tier Limited Partner of Investment Fund I was determined after arm's length negotiations between the General Partner of Investment Fund I and the Limited Partners with reference to (i) the preliminary intended purpose of Investment Fund I; (ii) the target size of Investment Fund I; and (iii) the expected duration of Investment Fund I.

The capital contributions will be funded from the proceeds received by the Group from the rights issue completed on 28 November 2017. For further details, please refer to the Company's announcement dated 27 November 2017.

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 G.P. Limited

First-tier Limited Partner of Investment Fund I:

Sonic Power Holdings Limited

Second-tier Limited Partner of Investment Fund I:

Idea Excel Investments Limited

Investment Objective of Investment Fund I

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

Capital contribution in Investment Fund I

The total capital contribution of Investment Fund I under the Limited Partnership Agreement I was HK\$1,000,000,000. The Second-tier Limited Partner of Investment Fund I has contributed HK\$220,000,000 and the First-tier Limited Partner of Investment Fund I has contributed HK\$780,000,000. The Second-tier Limited Partner of Investment Fund I has committed to contribute a further HK\$375,000,000 to be paid in HK dollars under the Side Agreement I.

The size of Investment Fund I and the capital contribution by each partner are determined 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 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 Limited Partners of Investment Fund I during the term of Investment Fund I and may admit additional second-tier limited partners into Investment Fund I at its discretion.

Term

Investment Fund I shall commence from the date of its formation, on 12 May 2017, and shall continue until the commencement of winding up of 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 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.

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 Investment Fund I.

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

Expenses

Subject to the terms of the Limited Partnership Agreement I, 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 Investment Fund I shall be distributed by the General Partner of Investment Fund I. 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 partners (other than the First-tier Limited Partner of Investment Fund I) on a pro rata basis in accordance with their percentage interests in Investment Fund I.
- (d) 100% to the First-tier Limited Partner of Investment Fund I until the First-tier Limited Partner of Investment Fund I has received all the separate payments based on an investment profit rate, any shortfall of which shall be paid by the Second-tier Limited Partner of Investment Fund I within 3 months following the end of each fiscal year or the date of an event of dissolution of Investment Fund I under the Limited Partnership Agreement I.
- (e) Any residual amounts to be distributed upon the dissolution or termination of 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 to 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 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 Second-tier Limited Partner of 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. Such obligation shall survive an event of dissolution of Investment Fund I.

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 Investment Fund I, or (b) to withdraw from Investment Fund I all or any part of such Limited Partner's capital contributions.

Upon occurrence of any loss in Investment Fund I in excess of 20% of the aggregate capital contributions of the Partners, or a material adverse change in Investment Fund I that would expect to cause an investment loss in excess of 20% of the aggregate capital contributions of the Partners, the First-tier Limited Partner of Investment Fund I shall have the right to withdraw from 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 Limited Partner of Investment Fund I all or part of its capital contributions withdrawn from Investment Fund I. In the event of such failure, the Second-tier Partner of Investment Fund I undertakes that it shall pay to the First-tier Partner, on demand, such unpaid capital contributions with interest withdrawn from Investment Fund I.

Restriction on transfer

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

SIDE AGREEMENT II AND THE LIMITED PARTNERSHIP AGREEMENT II

The principal terms of the Side Agreement II are as follows:

Date

12 March 2018

Parties

General Partner of Investment Fund II:

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

Second-tier Limited Partner of Investment Fund II:

Great Merchant Investments Limited

Pursuant to the Side 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\$375,000,000 to Investment Fund II in accordance with the Limited Partnership Agreement II.

The capital contribution 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 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 Side Agreement II.

The capital contribution by the Second-tier Limited Partner was determined after arm's length negotiations between the General Partner of Investment Fund II and the Limited Partners with reference to (i) the preliminary intended purpose of Investment Fund II; (ii) the target size of Investment Fund II; and (iii) the expected duration of Investment Fund II.

The capital contributions will be funded from the proceeds received by the Group from the rights issue completed on 28 November 2017. For further details, please refer to the Company's announcement dated 27 November 2017.

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

First-tier Limited Partner of Investment Fund II:

Benefit Team Limited

Second-tier Limited Partner of Investment Fund II:

Great Merchant Investments Limited

Investment Scope of Investment Fund II

The purpose of establishment of 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 and convertible securities.

Capital contribution in Investment Fund II

The total capital contribution of Investment Fund II under the Limited Partnership Agreement II was HK\$1,000,000,000. The Second-tier Limited Partner of Investment Fund II has contributed HK\$220,000,000 and the First-tier Limited Partner of Investment Fund II has contributed HK\$780,000,000. The Second-tier Limited Partner of Investment Fund II has committed to contribute a further HK\$375,000,000 to be paid in HK dollars under the Side Agreement II.

The size of Investment Fund II and the capital contribution by each partner are determined 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 Investment Fund II and the possible investment return and financial resources of each party.

The General Partner of Investment Fund II may accept additional capital commitments of the Limited Partners of Investment Fund II during the term of Investment Fund II and may admit additional second-tier limited partners into Investment Fund II at its discretion.

Term

Investment Fund II shall commence from the date of its formation, 12 May 2017, and shall continue until the commencement of winding up of 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 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.

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 Investment Fund II.

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

Expenses

Subject to the terms of the Limited Partnership Agreement II, 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 Investment Fund II shall be distributed by the General Partner of Investment Fund II. 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 partners (other than the First-tier Limited Partner of Investment Fund II) on a pro rata basis in accordance with their percentage interests in Investment Fund II.
- (d) 100% to the First-tier Limited Partner of Investment Fund II until the First-tier Limited Partner of Investment Fund II has received all the separate payments based on an investment profit rate, any shortfall of which shall be paid by the Second-tier Limited Partner of Investment Fund II within 3 months following the end of each fiscal year or the date of an event of dissolution of Investment Fund II under the Limited Partnership Agreement II.
- (e) Any residual amounts to be distributed upon the dissolution or termination of 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 to 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 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 Second-tier Limited Partner of 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. Such obligation shall survive an event of dissolution of Investment Fund II.

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 Investment Fund II, or (b) to withdraw from Investment Fund II all or any part of such Limited Partner's capital contributions.

Upon occurrence of any loss in Investment Fund II in excess of 20% of the aggregate capital contributions of the Partners, or a material adverse change in Investment Fund II that would expect to cause an investment loss in excess of 20% of the aggregate capital contributions of the Partners, the First-tier Limited Partner of Investment Fund II shall have the right to withdraw from 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 Investment Fund II. In the event of such failure, the Second-tier Partner of Investment Fund II undertakes that it shall pay to the First-tier Partner of Investment Fund II, on demand, such unpaid capital contributions with interest withdrawn from Investment Fund II.

Restriction on transfer

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

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 the Limited Partners of Investment Fund II are as follows:

General Partner of Investment Fund I:

Hong Kong Bridge One Belt One Road Natural Resource 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 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:

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.

General Partner of Investment Fund II:

Hong Kong Bridge One Belt One Road Fixed Income 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 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:

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.

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 Partner of Investment Fund I and the First-tier 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 Partner of Investment Fund I, the First-tier Limited Partner of Investment Fund II and its ultimate beneficial owner(s) are not connected persons of the Company.

FINANCIAL INFORMATION OF THE INVESTMENT FUNDS

Investment Fund I

Investment Fund I was established on 12 May 2017. As at the date of this announcement, Investment Fund I had not prepared its audited financial statements for the financial year ended 31 December 2017. According to the unaudited financial statements of Investment Fund I as at the date of this announcement, the unaudited total asset value of the Investment Fund was HK\$1,036,714,657.57 and the unaudited net profit (before tax) was HK\$29,184,786.57. The unaudited net profit (after tax) is not yet available as at the date of this announcement.

Investment Fund II

Investment Fund II was established on 12 May 2017. As at the date of this announcement, Investment Fund II had not prepared its audited financial statements for the financial year ended 31 December 2017. According to the unaudited financial statements of Investment Fund II as at the date of this announcement, the unaudited total asset value of the Investment Fund was HK\$1,036,764,454.81 and the unaudited net profit (before tax) was HK\$29,226,367.83. The unaudited net profit (after tax) is not yet available as at the date of this announcement.

REASONS FOR AND BENEFITS OF THE SUBSCRIPTIONS TO THE INVESTMENT FUNDS

The expected return of investment to be received under Investment Fund I and Investment Fund II contemplated under the Side Agreement I and the Side 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 each of the Side Agreement I, the Side Agreement II and the Limited Partnership Agreements 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

Pursuant to Rules 14.22 and 14.23 of the Listing Rules, the subscriptions under the Subscription Agreements to the Limited Partnership Agreement I, the Subscription Agreements to the Limited Partnership Agreement II, the Limited Partnership Agreement I and the Limited Partnership Agreement II and the Side Agreements are aggregated on the basis that the Subscription Agreements to the Limited Partnership Agreement I, the Subscription Agreements to the Limited Partnership Agreement II, the Limited Partnership Agreement I, the Limited Partnership Agreement II and the Side Agreements were (i) completed within a 12 months period and (ii) relate to subscriptions in the same investment funds.

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the Aggregated Subscriptions are more than 5% but less than 25%. The entering into of the Side Agreements, 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.

DEFINITIONS

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

“Aggregated Subscriptions”	the subscriptions under the Subscription Agreements to the Limited Partnership Agreement I, the Subscription Agreements to the Limited Partnership Agreement II, the Limited Partnership Agreement I and the Limited Partnership Agreement II and the Side Agreements
“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 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 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 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 Stock Exchange
“Investment Fund I”	Hong Kong Bridge One Belt One Road Natural Resource Fund LP, established and managed in accordance with the Limited Partnership Agreement I
“Investment Fund II”	Hong Kong Bridge One Belt One Road Fixed Income Fund LP, established and managed in accordance with the Limited Partnership Agreement II
“Limited Partners”	the limited partners of Investment Fund I and/or Investment Fund II, as the case may be
“Limited Partnership Agreement I”	the amended and restated agreement of exempted limited partnership of Hong Kong 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 G.P. Limited, Sonic Power Holdings Limited and Idea Excel Investments Limited
“Limited Partnership Agreement II”	the amended and restated agreement of exempted limited partnership of Hong Kong 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 G.P. Limited, Benefit Team Limited and Great Merchant Investments Limited

“Limited Partnership Agreement”	the Limited Partnership Agreement I and the Limited Partnership Agreement II
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Partners”	the partners under the Limited Partnership Agreement I and/or the Limited Partnership Agreement II, as the case may be
“Second-tier Limited Partner of Investment Fund I”	Idea Excel Investments Limited, a company incorporated with limited liability under the laws of the British Virgin Islands
“Second-tier Limited Partner of Investment Fund II”	Great Merchant 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
“Side Agreement I”	the side agreement entered into on 12 March 2018 by the General Partner of Investment Fund I and the Second-tier Limited Partner of Investment Fund I
“Side Agreement II”	the side agreement entered into on 12 March 2018 by the General Partner of Investment Fund II and the Second-tier Limited Partner of Investment Fund II
“Side Agreements”	the Side Agreement I and the Side Agreement II
“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, 12 March 2018

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 Yumin, being non-executive director and Mr. Ng Man Kung, Dr. Ngai Wai Fung and Mr. Lau Fai Lawrence being independent non-executive directors.