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## **DRAGONITE INTERNATIONAL LIMITED**

**叁龍國際有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 329)**

### **DISCLOSEABLE TRANSACTION GRANT OF REVOLVING LOAN FACILITY**

#### **GRANT OF THE REVOLVING LOAN FACILITY**

The Board announces that, after the trading hours on 19 June 2015, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower the Revolving Loan Facility with a principal amount of HK\$200,000,000. The Revolving Loan Facility can be drawn down at any time within a period of one (1) year from the date of the Loan Agreement. The loan bears interest at a rate of 3/4% above the best lending rate as quoted by the Hongkong and Shanghai Banking Corporation Limited from time to time per annum.

#### **LISTING RULES IMPLICATION**

The grant of the Revolving Loan Facility constitutes a discloseable transaction for the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Revolving Loan Facility exceed 5% but are less than 25%, the grant of the Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders' approval requirement.

## GRANT OF THE REVOLVING LOAN FACILITY

The board (“**Board**”) of directors (“**Directors**”) of Dragonite International Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) announces that, after the trading hours on 19 June 2015, Dragonite Resources Limited (“**Lender**”), a direct wholly-owned subsidiary of the Company as the lender, entered into a revolving loan agreement (“**Loan Agreement**”) with HEC Capital Limited (“**Borrower**”), an independent third party, as the borrower, pursuant to which the Lender agreed to grant a revolving loan facility (“**Revolving Loan Facility**”) with the principal amount of HK\$200,000,000 (“**Revolving Facility Amount**”) to the Borrower for a term of one (1) year from the date of the Loan Agreement.

## THE LOAN AGREEMENT

The principal terms of the Loan Agreement are summarised as follows:

Date of the Loan Agreement	19 June 2015 (after trading hours)
Lender	<p>Dragonite Resources Limited, a company incorporated in the British Virgin Islands with limited liability and a direct wholly-owned subsidiary of the Company.</p> <p>The Lender is a licensed money lender in Hong Kong under the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong).</p>
Borrower	<p>HEC Capital Limited, a company incorporated in the Cayman Islands with limited liability.</p> <p>To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, each of the Borrower and its ultimate beneficial owners are third parties independent of the Company and the connected persons (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“<b>Listing Rules</b>”)) of the Company.</p>
Availability Period	The period within one (1) year commencing from the date of the Loan Agreement (or such other period as the Borrower and the Lender may agree)

Revolving Loan Facility	A revolving loan facility of up to HK\$200,000,000 to be made available to the Borrower by the Lender upon the terms and conditions of the Loan Agreement.
Loan	The principal amount drawn and for the time being outstanding under the Revolving Loan Facility.
Final Repayment Date	One (1) year from the date of the Loan Agreement when the Loan amount and all the outstanding accrued interest are due to be re-paid in full by the Borrower to the Lender (“Final Repayment Date”).
Repayment	The Borrower shall repay the Loan amount and other monies outstanding in connection with the Revolving Loan Facility in full on the Final Repayment Date.
Prepayment	The Borrower may prepay all or any part of the Loan prior to the Final Repayment Date without penalty. Any prepayment of the Loan will refresh the available amount of the Revolving Loan Facility for drawing within the Availability Period.
Interest	Interest shall accrue on the outstanding balance of the Loan at the rate of 3/4% above the best lending rate as quoted by the Hongkong and Shanghai Banking Corporation Limited from time to time per annum (“ <b>Agreed Interest Rate</b> ”) and payable on monthly basis.
Commitment fee	The Borrower shall pay the Lender a commitment fee at the rate of 3/4% per annum on any undrawn portion of the Revolving Loan Facility during the Availability Period on monthly basis.

The loan to be drawn under the Revolving Loan Facility will be funded by internal resources of the Group. The terms of the Loan Agreement have been arrived by the Lender and the Borrower after arm’s length negotiation, having regard to the market conditions.

## **INFORMATION ON THE GROUP**

The Group is principally engaged in the production and sale of health care and pharmaceutical products, money lending, trading of wines and securities trading and investments.

## **INFORMATION ON THE BORROWER**

To the best of the knowledge, information and belief of the Directors and after having made all reasonable enquiries, HEC Capital Limited (the Borrower) is principally engaged in investment holding, property investment, money lending, nominees, securities brokerage and financial services, corporate finance advisory services, asset management, investment advisory and fund management.

## **REASONS FOR AND BENEFITS OF THE GRANT OF THE REVOLVING LOAN FACILITY**

The granting of the Revolving Loan Facility is in the Lender's ordinary and usual course of business. The Directors will explore further business opportunities in the money lending sector and develop the Group's customer base as and when appropriate. Having considered the financial background of the Borrower and the interest income and the commitment fee to be generated by the Group, the Directors consider that the terms of the Loan Agreement are on normal commercial terms and are fair and reasonable and in the interest of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

The grant of the Revolving Loan Facility constitutes a discloseable transaction of the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Revolving Loan Facility exceed 5% but are less than 25%, the grant of the Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders' approval requirement.

By order of the Board  
**Dragonite International Limited**  
**Chan Mee Sze**  
*Managing Director*

Hong Kong, 19 June 2015

*As at the date of this announcement, the Board comprises the following Directors:*

*Executive Directors*

Mr. Lee Kien Leong (*Chairman*)  
Ms. Chan Mee Sze (*Managing Director*)  
Mr. Lam Suk Ping

*Independent non-executive Directors*

Mr. Lam Man Sum, Albert  
Mr. Chang Tat Joel  
Mr. Wong Stacey Martin