

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

## **China Minsheng Financial Holding Corporation Limited**

**中國民生金融控股有限公司**

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 245)**

### **DISCLOSEABLE TRANSACTION: PROVISION OF BRIDGE LOAN**

#### **THE LOAN AGREEMENT**

The Board announces that on 27 June 2016, CM Wealth Holdings Limited, a subsidiary of the Company, (as the Lender) entered into the Loan Agreement with the Borrower, pursuant to which the Lender has agreed to provide the Bridge Loan in the amount of up to HK\$250,000,000 to the Borrower, bearing an annualised interest rate of 30% per annum for the purpose of financing an acquisition by the Borrower. HK\$157,000,000 of the Bridge Loan will be repaid on or before 31 August 2016 and no earlier than 18 July 2016 and HK\$93,000,000 will be repaid on or before the Final Maturity Date.

#### **LISTING RULES IMPLICATION**

As certain applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of the provision of the Bridge Loan exceed 5% but are less than 25%, the entering into of the Loan Agreement and the provision of the Bridge Loan constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

#### **THE LOAN AGREEMENT**

##### **Date**

27 June 2016

##### **Parties to the Loan Agreement**

- (a) the Lender; and
- (b) the Borrower.

##### **Amount of the Bridge Loan**

The Bridge Loan is in the principal amount of up to HK\$250,000,000.

## **Term**

HK\$157,000,000 of the Bridge Loan will be payable on or before 31 August 2016 (and no earlier than 18 July 2016) and HK\$93,000,000 will be payable on or before the Final Maturity Date.

## **Interest rate**

The interest rate of 30% per annum shall be calculated on the basis of the actual number of days elapsed over a 365-day year and shall be payable in arrears on the earlier of the Final Maturity Date and the date upon which the Bridge Loan is repaid in full.

The interest rate was determined after arm's length negotiation between the parties taking into account the prevailing market interest rates and practices.

## **Source of funding**

The Bridge Loan will be financed by internal resources available to the Group.

## **Guarantee & Security**

The Bridge Loan is to be secured by:

- (a) a personal guarantee by the Personal Guarantor;
- (b) a charge over the account of a wholly-owned company of the Personal Guarantor;
- (c) a charge over shares in respect of 100% shareholding of the Borrower; and
- (d) a charge over shares in respect of 99.95% shareholding of the target company of the acquisition by the Borrower.

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, each of the Personal Guarantor, the wholly-owned company of the Personal Guarantor, the Borrower, the target company and their respective ultimate beneficial owners are third parties independent of the Company and connected persons of the Company.

## **Repayment**

The Borrower shall repay the Bridge Loan in two instalments:

- (a) the First Instalment shall be in the amount of HK\$157,000,000 and payable on or before 31 August 2016 (and no earlier than 18 July 2016); and
- (b) the Second Instalment shall be in the amount of HK\$93,000,000 and payable on the Final Maturity Date, together with all unpaid interest accrued thereon and any other amounts due but unpaid under the Loan Agreement in full.

## **Prepayment**

The Borrower may not voluntarily prepay the whole or any part of the First Instalment . The Borrower may voluntarily prepay the whole or any part of the Second Instalment.

## **INFORMATION ON THE GROUP**

The Group is currently principally engaged in securities brokerage, money lending, principal and strategic investments, trading of chemical materials, provision of consultancy services and provision of insurance agency services in the PRC.

## **INFORMATION ON THE BORROWER**

The Borrower is a company incorporated in British Virgin Islands with limited liability and is principally engaged in investment holding.

## **REASONS FOR AND BENEFITS OF THE TRANSACTION**

The terms of the Loan Agreement were agreed by the parties after arm's length negotiations having taken into account the prevailing market interest rates and practices.

The Bridge Loan will provide interest income to the Company. The Directors consider that the provision of the Bridge Loan will result in a reasonable income and interest return to the Group. The Directors believe that the terms of the Bridge Loan are on normal commercial terms, are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

## **LISTING RULES IMPLICATION**

As certain applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of the provision of the Bridge Loan exceed 5% but are less than 25%, the entering into of the Loan Agreement and the provision of the Bridge Loan constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

In this announcement, unless the context requires otherwise, the following expressions shall have the following meanings:

“Board”	the board of Directors
“Borrower”	the borrower under the Loan Agreement, being a company incorporated in the British Virgin Islands with limited liability
“Bridge Loan”	the bridge loan in the principal amount of up to HK\$250,000,000 under the Loan Agreement
“Business Day”	means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong

“Lender”	CM Wealth Holdings Limited, a company incorporated in Hong Kong with limited liability and is a wholly-owned subsidiary of the Company
“Company”	China Minsheng Financial Holding Corporation Limited, a company incorporated in Hong Kong 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
“Director(s)”	the director(s) of the Company
“Final Maturity Date”	31 August 2016
“First Instalment”	the first instalment of the Bridge Loan, which shall be in the amount of HK\$157,000,000 and shall be repaid on or before 31 August 2016 and no earlier than 18 July 2016
“Group”	the Company and its subsidiaries
“Hong Kong”	The Hong Kong Special Administrative Region of the PRC
“Loan Agreement”	the loan agreement dated 27 June 2016 entered into between the Lender and the Borrower in relation to the Bridge Loan
“Listing Rules”	the Rules Governing the Listing of Securities of the Stock Exchange
“Personal Guarantor”	a Hong Kong permanent resident who owns 100% of the Borrower
“PRC”	the People’s Republic of China
“Second Instalment”	the second instalment of the Bridge Loan, which shall be in the amount of HK\$93,000,000 and shall be repaid on the Final Maturity Date
“Share(s)”	the ordinary share(s) of the Company
“Shareholder(s)”	the holder(s) of the Shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“HK\$” Hong Kong dollars, the lawful currency of Hong Kong

“%” per cent

By order of the Board  
**China Minsheng Financial Holding Corporation Limited**  
**Wong Choi Chak**  
*Company Secretary*

Hong Kong, 27 June 2016

*As at the date of this announcement, the members of the Board of the Company comprises (1) executive directors: Mr. Liu Tianlin, Mr. Wang Sing, Ms. Feng Xiaoying and Mr. Zhao Hongbo; (2) non-executive directors: Mr. Li Huaizhen and Mr. Ni Xinguang and (3) independent non-executive directors: Mr. Chen Johnny, Mr. Beczak Thaddeus Thomas, Mr. Lyu Wei and Mr. Ling Yu Zhang.*