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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 22 March 2017, the Lender entered into the Loan Facility Agreement with the Borrower, Guarantor A and Guarantor B pursuant to which the Lender has agreed to provide a loan facility of not more than RMB200 million (equivalent to HK\$224.4 million) to the Borrower for a period of two years and can be extended for another one year upon mutual agreement.

The Loan Amount carries interest at an interest rate of 18% per annum for the first two years of the Term and 20% per annum for the third year of the Term (if so extended). The Loan Amount is secured by the Pledge 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 22 March 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: 22 March 2017
- Parties:
- (a) The Lender;
 - (b) the Borrower, which is principally engaged in property development in Zhanjiang, Guangdong Province, the PRC.
 - (c) Guarantor A; and
 - (d) Guarantor B.
- Principal amount: Not more than RMB200 million (equivalent to approximately HK\$224.4 million)
- Term (the “**Term**”): Two years commencing from the actual date of drawdown of the Loan Amount and can be extended for one more year upon mutual consent by the parties
- Interest rate: 18% per annum for the first two years of the Term and 20% per annum for the third year of the Term (if so extended), on the basis of a 360-day year
- Securities:
- (a) A pledge on the 55% equity interests in the Borrower as provided by Shenzhen Fangding, of which the Borrower holds a project located at Zhanjiang, Guangdong Province, the PRC (the “**Pledge**”); and
 - (b) personal guarantees provided by each of Guarantor A and Guarantor B (the “**Guarantee(s)**”)

Payment and repayment: The Borrower shall pay interest for the first six months of the Term to the Lender in one lump sum of RMB18 million on the date of completion of the Loan Facility Agreement (“**Completion Date**”) and all subsequent interest is payable quarterly.

The Borrower shall repay (a) 20% of the Loan Amount (i.e. RMB40 million) after reaching 18 months from the Completion Date; (b) 10% of the Loan Amount (i.e. RMB20 million) after reaching 21 months from the Completion Date; and the remaining balance of the Loan Amount after reaching 24 months from the Completion Date.

In the event of any early repayment by the Borrower, the Borrower can serve prior written notice to the Lender after six months from the Completion Date. Every early repayment shall be in a multiple of RMB10 million.

Major drawing conditions
(among other conditions):

- (a) The Lender and its advisors have completed their due diligence works on the Borrower and the results of such due diligence have been satisfactory;
- (b) the Loan Facility Agreement and all other transaction documents required have been signed, including but not limited to those agreements in relation to the Pledge and the Guarantees; and
- (c) the Borrower having provided legal and enforceable securities against the Loan Amount, including but not limited to the signing of those agreements in relation to the Pledge and the Guarantees, and completing all necessary registrations to effect the Pledge and the Guarantee.

Use of the Loan Amount: The Loan Amount shall be applied by the Borrower solely for the agreed purposes as follows: (a) 25% (i.e. RMB50 million) for repayment of the Borrower’s indebtedness, as approved by the Borrower; (b) 20% (i.e. RMB40 million) for the Borrower’s renovation or decoration works for its property development project; (c) 15% (i.e. RMB30 million) for application for relevant licences and commencement of a project in relation to a piece of land (the “**Land**”); (d) 31% (i.e. RMB62 million) for the construction works in relation to the development of the Land; and (e) 9% (i.e. RMB18 million) for advance payment of interest for the first six months of the Term to the Lender.

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, the Borrower, Guarantor A and Guarantor B are Independent Third Parties and are 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 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.

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, the Borrower, Guarantor A and Guarantor B with reference to the normal prevailing commercial practice and the Loan Amount. The Directors consider that the Loan Amount, the Loan Facility Agreement are on normal commercial terms entered into based on the Group's credit assessment towards the Borrower, Guarantor A and Guarantor B. Taking into account the satisfactory assets backing of the Borrower 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”	湛江市鼎盛房地產開發有限公司, a company established in the PRC with limited liability which is owned as to 97.66% by Shenzhen Fangding and 2.34% equity interests by Guarantor A.
“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”	Chen Guanwu (陳觀武), a holder of 90% equity interests in Shenzhen Fangding and a holder of 2.34% equity interest in the Borrower
“Guarantor B”	Huang Qiumei (黃秋梅), a holder of 10% equity interests in Shenzhen Fangding
“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\$224.4 million) to be lent by the Lender to the Borrower pursuant to the Loan Facility Agreement
“Loan Facility Agreement”	the loan facility agreement dated 22 March 2017 entered into among the Lender, the Borrower, Guarantor A and Guarantor B
“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
“Shenzhen Fangding”	深圳市方鼎實業投資發展有限公司, a holder of 97.66% equity interests in the Borrower and is owned as to 90% by Guarantor A and 10% by Guarantor B
“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\$1.122. 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, 22 March 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.