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Future Bright Mining Holdings Limited

高鵬礦業控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 2212)

DISCLOSEABLE TRANSACTIONS PROVISION OF LOANS

FIRST LOAN

The Board announces that on 18 August 2017, Imperial Dragon Finance Limited (a wholly-owned subsidiary of the Company) had provided a loan in the amount of HK\$3.5 million to Party A at an annual interest rate of 24% pursuant to the First Facility Letter.

SECOND LOAN

The Board further announces that on 18 August 2017, Imperial Dragon Finance Limited (a wholly-owned subsidiary of the Company) had provided a loan in the amount of HK\$3.5 million to Party B at an annual interest rate of 24% pursuant to the Second Facility Letter.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under each of the First Loan and the Second Loan are 5% or more and all of such percentage ratios are less than 25%, the transactions contemplated under each of the First Loan and the Second Loan constituted discloseable transactions for the Company under Rule 14.06 of the Listing Rules and are subject to the notification and announcement requirements set out in the Listing Rules.

FIRST LOAN

The Board announces that on 18 August 2017, Imperial Dragon Finance Limited (a wholly-owned subsidiary of the Company) had provided a loan in the amount of HK\$3.5 million to Party A at an annual interest rate of 24% pursuant to the First Facility Letter.

The principal terms of the First Facility Letter are set out as follows.

Date	18 August 2017
Parties	Lender: Imperial Dragon Finance Limited (a wholly-owned subsidiary of the Company) Borrower: Party A To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Party A is an Independent Third Party.
Loan principal	HK\$3.5 million
Drawdown	The First Loan must be drawn down within one year from the date of the First Facility Letter, after which the First Loan shall lapse unless the Lender agrees otherwise in writing. Within seven days after the receipt of the drawdown notice of the First Loan issued by Party A, the Lender shall reserve its right for further review of the financial status of Party A before the actual drawdown of the First Loan.
Interest rate	24% per annum
Repayment	The period of the First Loan is six months commencing from the date of the drawdown. The Lender shall have the sole discretion in determining whether to extend the term of the First Loan for another six months.

As security for the First Loan, on 18 August 2017, Imperial Dragon Finance Limited and Party A had entered into a pledge agreement, pursuant to which Party A agreed to pledge his interest in his securities account (the market value of the securities held in such account amounts to approximately HK\$27,956,900) to Imperial Dragon Finance Limited.

SECOND LOAN

The Board further announces that on 18 August 2017, Imperial Dragon Finance Limited (a wholly-owned subsidiary of the Company) had provided a loan in the amount of HK\$3.5 million to Party B at an annual interest rate of 24% pursuant to the Second Facility Letter.

The principal terms of the Second Facility Letter are set out as follows.

Date	17 August 2017
Parties	Lender: Imperial Dragon Finance Limited (a wholly-owned subsidiary of the Company) Borrower: Party B To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Party B is an Independent Third Party.
Loan principal	HK\$3.5 million
Drawdown	The Second Loan must be drawn down within one year from the date of the Second Facility Letter, after which the Second Loan shall lapse unless the Lender agrees otherwise in writing. Within seven days after the receipt of the drawdown notice of the Second Loan issued by Party B, the Lender shall reserve its right for further review of the financial status of Party B before the actual drawdown of the Second Loan.
Interest rate	24% per annum
Repayment	The period of the Second Loan is six months commencing from the date of the drawdown. The Lender shall have the sole discretion in determining whether to extend the term of the Second Loan for another six months.

As security for the Second Loan, on 17 August 2017, Imperial Dragon Finance Limited and Party B had entered into a pledge agreement, pursuant to which Party B agreed to pledge his interest in his securities account (the market value of the securities held in such account amounts to approximately HK\$33,286,480) to Imperial Dragon Finance Limited.

REASONS FOR AND BENEFITS OF THE FIRST LOAN AND THE SECOND LOAN

The Company is an investment holding company whose subsidiaries are principally engaged in mining exploration and sale of marble and marble related products. Imperial Dragon Finance Limited is a wholly-owned subsidiary of the Company and is principally engaged in the money lending business as a holder of the Money Lenders License under the Money Lenders Ordinance (Cap 163 of the Laws of Hong Kong).

The provision of the First Loan and the Second Loan to the Borrowers was made by Imperial Dragon Finance Limited as part of its ordinary course of business as a licensed money lender in Hong Kong. The terms of the two Loans were negotiated on an arm's length basis between the Lender and the Borrowers and were on normal commercial terms based on the Lender's credit policy. Taking into account the financial background, the repayment ability of the Borrowers and the terms imposed in the First Facility Letter and the Second Facility Letter, the Directors are of view that a stable revenue and cashflow stream from interest income are expected to be generated from the provision of the First Loan and the Second Loan.

The Directors are of the view that the terms of the First Loan and the Second Loan are fair and reasonable and are in the best interests of the Company and its shareholders as a whole.

INFORMATION ON THE BORROWERS

Each of Party A and Party B is a PRC national. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of Party A and Party B is an Independent Third Party.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under each of the First Loan and the Second Loan are 5% or more and all of such percentage ratios are less than 25%, the transactions contemplated under each of the First Loan and the Second Loan constituted discloseable transactions for the Company under Rule 14.06 of the Listing Rules and are subject to the notification and announcement requirements set out in the Listing Rules.

TERMS AND DEFINITIONS

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

“Board”	the board of Directors
“Borrowers”	collectively, Party A and Party B

“Company”	Future Bright Mining Holdings Limited (高鵬礦業控股有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
“Directors”	director(s) of the Company
“First Facility Letter”	the facility letter dated 18 August 2017 entered into between Imperial Dragon Finance Limited and Party A in respect of a loan of HK\$3.5 million
“First Loan”	the loan in the amount of HK\$3.5 million as contemplated under the First Facility Letter
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Imperial Dragon Finance Limited” or “Lender”	Imperial Dragon Finance Limited (帝國龍財務有限公司), a company incorporated under the laws of Hong Kong with limited liability and a wholly-owned subsidiary of the Company
“Independent Third Party”	third party independent of and not connected with the Company and any of its connected persons or any of their respective associates (as defined under the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Party A”	the borrower under the First Facility Letter
“Party B”	the borrower under the Second Facility Letter
“PRC”	The People’s Republic of China
“Second Facility Letter”	the facility letter dated 17 August 2017 entered into between Imperial Dragon Finance Limited and Party B in respect of a loan of HK\$3.5 million
“Second Loan”	the loan in the amount of HK\$3.5 million as contemplated under the Second Facility Letter

“Stock Exchange”

The Stock Exchange of Hong Kong Limited

“%”

per cent.

By Order of the Board
Future Bright Mining Holdings Limited
Liu Jie
Chairperson

Hong Kong, 18 August 2017

As at the date of this announcement, the executive Directors are Ms. Liu Jie, Mr. Rao Dacheng, Mr. Wan Tat Wai David, Mr. Zheng Fengwei, Mr. Zhang Decong and Mr. Yuan Shan (alternate director to Mr. Zhang Decong); and the independent non-executive Directors are Mr. Chow Hiu Tung, Mr. Lau Tai Chim and Mr. Lai Kwok Leung.