

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.



GOLDIN FINANCIAL HOLDINGS LIMITED

高銀金融（集團）有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 530)

CONNECTED TRANSACTION IN RELATION TO THE PROVISION OF PROJECT MANAGEMENT SERVICES

THE AGREEMENT

On 19 October 2017, after trading hours of the Stock Exchange, the Developer and the Project Manager entered into the Agreement in relation to the appointment of the Project Manager by the Developer to manage the Project on behalf of the Developer with effect from 1 October 2017 until the settlement date of the final account in respect of the Project which is expected to be a date not later than the end of December 2021, for a Project Management Fee in the maximum amount of HK\$37.50 million.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Gold Favour, which holds the entire equity interests of the Developer, is owned as to 60% by Gold Faith, a wholly-owned subsidiary of the Company, and as to 40% by the JV Partner, a company wholly owned by Mr. Pan, who is the Chairman of the Board, an executive Director and a controlling Shareholder of the Company who, together with his associates, hold 4,939,984,634 Shares, representing approximately 70.67% of the issued share capital of the Company. Therefore, each of Gold Favour and the Developer is a connected subsidiary of the Company under Rule 14A.16(1) of the Listing Rules and hence a connected person of the Company under Rule 14A.07(5) of the Listing Rules. Accordingly, the transactions contemplated under the Agreement constituted connected transactions of the Company under Chapter 14A of the Listing Rules.

As all the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Project Management Fee exceed 0.1% but are less than 5%, the transactions contemplated under the Agreement are subject to reporting and announcement requirements but are exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

Given that Mr. Pan is a connected person of the Company and has a material interest in the Agreement, Mr. Pan has abstained from voting at the meeting of the Board for approving the Agreement and the transactions contemplated thereunder pursuant to the Listing Rules and the Bye-laws of the Company. Save as disclosed, none of the Directors has a material interest in the Agreement or has abstained from voting at the meeting of the Board for approving the Agreement and the transactions contemplated thereunder.

INTRODUCTION

On 19 October 2017, after trading hours of the Stock Exchange, the Developer and the Project Manager entered into the Agreement in relation to the appointment of the Project Manager by the Developer to manage the Project on behalf of the Developer with effect from 1 October 2017 until the settlement date of the final account in respect of the Project which is expected to be a date not later than the end of December 2021, for a Project Management Fee in the maximum amount of HK\$37.50 million.

Set out below are the principal terms of the Agreement:

Date

19 October 2017

Parties

- (1) the Developer, an indirect non-wholly-owned subsidiary of the Company
- (2) the Project Manager, an indirect wholly-owned subsidiary of the Company

Scope of the project management services

The project management services to be provided by the Project Manager to the Developer under the Agreement shall include the followings, among others:

- (i) the overall management and co-ordination of the Project with a view to procuring timely and proper completion thereof;
- (ii) making recommendations to the Developer in connection with the selections of, and the determination of the terms and conditions of the contracts to be entered into by the Developer with any member of the Professional Team or any Works Contractors;
- (iii) preparing in a timely manner budgets of the Project for the Developer's approval;
- (iv) preparing the timetable for the Project and ensuring due observance of it by the Professional Team and the Works Contractors;
- (v) keeping the Developer informed of the progress of the Project by submitting to the Developer regular progress reports (including but not limited to details on the progress of all works in connection with the Project, any material problems or delays affecting the Project, any suggestions regarding cost or time saving on the construction and development of the Property, any variation to the Project, contracts with the

Professional Team and the Works Contractors and the total construction costs incurred to-date together with explanations for any significant variations from the approved budgets); and

- (vi) supervising and liaising with the Professional Team, the Works Contractors and the employees employed by the Developer for the Project in the performance of their duties under their respective contracts.

Project Management Fee

In consideration of the Project Manager performing the services under the Agreement, the Developer shall pay the Project Manager the Project Management Fee in the maximum amount of HK\$37,500,000 in the following manner:

- (i) a lump sum fee of HK\$18,750,000 upon signing of the Agreement; and
- (ii) a monthly fee of HK\$367,648 capped to a total amount of HK\$18,750,000 for the period from 1 October 2017 up to the Compliance Date.

The Project Management Fee was determined after arm's length negotiation between the parties to the Agreement after taking into consideration, among others, (i) the scope of the project management services to be provided by the Project Manager under the Agreement; and (ii) the size of and expected timetable for the Project.

Termination

The Agreement may be terminated (i) by either party giving not less than two months' written notice to the other party provided that the Project Manager shall not give such notice after the Compliance Date; or (ii) by a party upon giving written notice to terminate the Agreement to the other party if the other party (a) shall be in breach of any of its material obligations under the Agreement which is not remediable or is remediable but the breach continues for 30 days after the giving of a remedy notice by the terminating party requiring such breach to be remedied or (b) shall go into liquidation, winding up or bankruptcy or (c) shall otherwise become insolvent or enter into any composition or arrangement with its creditors generally.

REASONS FOR AND BENEFITS OF ENTERING INTO THE AGREEMENT

The Group is principally engaged in (i) the provision of factoring services; (ii) financial investment; (iii) winery and wine related business; (iv) property development and investment; and (v) operation of restaurants.

Reference is made to the circular of the Company dated 18 August 2016 in relation to, among other things, the acquisition of the Land by the Developer, which was then a wholly-owned subsidiary of the Company, from the HK Government in March 2016 and the entering into of the JV Agreement for the transfer of a 40% equity interest in Gold Favour, which holds the entire equity interests of the Developer, to the JV Partner, a company wholly owned by Mr. Pan, for the purpose of developing the Land on a joint-venture basis, which has been approved by the then Independent Shareholders on 2 September 2016. Pursuant to the JV Agreement, the parties shall procure Gold Favour and/or the Developer to enter into a project management agreement with the Company or any of its Affiliates to manage the day-to-day operations and business of the Developer and to provide project management services to the Developer.

The Project will be developed into a top-class residential complex with over 400 private residential units and a total maximum gross floor area of approximately 586,000 square feet. The provision of the project management services under the Agreement is consistent with the business and commercial objectives of the Group. While the Group has the necessary resources and capability in the provision of the project management services, the Directors consider that the entering into of the Agreement will not only enhance the income stream of the Group but also represent a good opportunity for the Group to utilize its expertise for the provision of project management services in the property market which is beneficial to the development of the Group.

In view of the above, the Directors consider that the Agreement was entered into in the ordinary and usual course of business of the Company, on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Gold Favour, which holds the entire equity interests of the Developer, is owned as to 60% by Gold Faith, a wholly-owned subsidiary of the Company, and as to 40% by the JV Partner, a company wholly owned by Mr. Pan, who is the Chairman of the Board, an executive Director and a controlling Shareholder of the Company who, together with his associates, hold 4,939,984,634 Shares, representing approximately 70.67% of the issued share capital of the Company. Therefore, each of Gold Favour and the Developer is a connected subsidiary of the Company under Rule 14A.16(1) of the Listing Rules and hence a connected person of the Company under Rule 14A.07(5) of the Listing Rules. Accordingly, the transactions contemplated under the Agreement constituted connected transactions of the Company under Chapter 14A of the Listing Rules.

As all the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Project Management Fee exceed 0.1% but are less than 5%, the transactions contemplated under the Agreement are subject to reporting and announcement requirements but are exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

Given that Mr. Pan is a connected person of the Company and has a material interest in the Agreement, Mr. Pan has abstained from voting at the meeting of the Board for approving the Agreement and the transactions contemplated thereunder pursuant to the Listing Rules and the Bye-laws of the Company. Save as disclosed, none of the Directors has a material interest in the Agreement or has abstained from voting at the meeting of the Board for approving the Agreement and the transactions contemplated thereunder.

DEFINITIONS

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

“Affiliates” any of the direct or indirect subsidiary or the ultimate holding company or any direct or indirect subsidiary of such ultimate holding company

“Agreement”	the project management agreement dated 19 October 2017 entered into between the Developer and the Project Manager in respect of the appointment of the Project Manager by the Developer to manage the Project on behalf of the Developer
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Certificate of Compliance”	the written certificate(s) issued by the Director of Lands of the Lands Department of the HK Government certifying that the general and special conditions contained in the Land Grant have been complied with to his satisfaction
“Company”	Goldin Financial Holdings Limited, an exempted company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange
“Compliance Date”	the date of issuance of the Certificate of Compliance or the date of issuance of the Consent-to-Assign, whichever is the earlier, which is expected to be a date not later than the end of December 2021
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Consent-to-Assign”	the consent(s) issued by the Director of Lands of the Lands Department of the HK Government to the Developer permitting the assignment of units in the Property to purchasers thereof prior to the issuance of the relevant Certificate(s) of Compliance
“controlling Shareholder”	has the meaning ascribed to it under the Listing Rules
“Developer”	Gold Topmont Limited, a company incorporated in Hong Kong with limited liability and an indirect non-wholly-owned subsidiary of the Company
“Director(s)”	the director(s) of the Company
“Gold Faith”	Gold Faith Global Limited, a wholly-owned subsidiary of the Company and one of the parties to the JV Agreement
“Gold Favour”	Gold Favour Investments Limited, a company owned as to 60% by Gold Faith and as to 40% by the JV Partner
“Group”	the Company and its subsidiaries
“HK Government”	the Government of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC

“JV Agreement”	the agreement dated 30 June 2016 entered into between Gold Faith and the JV Partner in relation to the transfer of a 40% equity interest of Gold Favour by Gold Faith to the JV Partner
“JV Partner”	Chariot Power Investments Limited, a company wholly owned by Mr. Pan and one of the parties to the JV Agreement
“Land”	the piece of land parcel known as Kowloon Inland Lot No.11257 located at Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong with a total site area of approximately 9,074 square metres
“Land Grant”	the conditions of the sale of the Land subject to which the Developer holds the Land from the HK Government
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Pan”	Mr. Pan Sutong, the Chairman of the Board, an executive Director and the controlling Shareholder holding approximately 70.67% of the issued share capital of the Company as at the date of this announcement
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Professional Team”	the architect, structural engineer, building services engineer, landscape architect, quantity surveyor, environmental consultant, interior designer, town planner and other consultants and/or professional advisers whose services are from time to time engaged by the Developer in connection with the execution of all works in connection with the Project
“Project”	the construction and development of the Property
“Project Manager”	Goldin Project Management Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Project Management Fee”	the remuneration payable by the Developer to the Project Manager in the maximum amount of HK\$37.50 million in consideration for the provision of project management services by the Project Manager under the Agreement
“Property”	collectively, the Land and all messuages, buildings, erections, structures and developments erected or to be erected thereon
“Shares(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Works Contractor(s)”	a person or persons who contract(s) with, or who is/are appointed by, either the Developer or the main contractor to carry out any part of the Project (excluding design work by members of the Professional Team)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board of
Goldin Financial Holdings Limited
 高銀金融(集團)有限公司*
Pan Sutong
Chairman

Hong Kong, 19 October 2017

As at the date of this announcement, the Board comprises Mr. Pan Sutong (Chairman), Professor Huang Xiaojian, Mr. Zhou Xiaojun and Ms. Hou Qin as the executive Directors; and Hon. Shek Lai Him Abraham (GBS, JP), Ms. Hui Wai Man, Shirley, Mr. Tang Yiu Wing and Ms. Gao Min as the independent non-executive Directors respectively.

* *for identification purposes only*