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天行國際(控股)有限公司*
Simsen International Corporation Limited
(Incorporated in Bermuda with limited liability)
(Stock Code: 993)

DISCLOSEABLE TRANSACTION

On 27 June 2014, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender has agreed to provide the Loan of HK\$190 million to the Borrower.

As the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement exceed(s) 5% but is(are) less than 25%, the entering into of the Loan Agreement constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the announcement requirement but exempt from Shareholders' approval requirement under the Listing Rules.

On 27 June 2014 (after trading hours), the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender has agreed to provide the Loan of HK\$190 million to the Borrower.

LOAN AGREEMENT

Date: 27 June 2014

Parties: the Lender and the Borrower

The Borrower is a PRC citizen. To the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, the Borrower is an Independent Third Party.

Amount of the Loan

HK\$190 million.

Term

Six (6) months from the date of drawdown of the Loan, subject to further extension based on written agreement between the parties thereto.

* For identification purpose only

Drawing

The Borrower shall make the drawdown of the Loan upon delivering a duly signed drawdown notice to the Lender. The Lender shall have absolute discretion as to whether to make available any sum for drawdown under the Loan upon receipt of each drawdown notice.

Repayment

All the repayments/payments by the Borrower under this Agreement shall be made to the Lender on the Repayment Date.

Interests

At the rate of 18% per annum, payable at the Repayment Date. The Borrower shall pay simple interest on the daily outstanding of the Loan calculated at the agreed rate on a 365 days basis.

If the Borrower shall be in default in payment of the Loan and/or the interest thereunder, the Borrower shall be liable to pay all outstanding amount (the Loan and/or the interest thereunder) at the default rate of 18% per annum provided that all the aggregate interest on the Loan shall not exceed 60% per annum (the statutory effective rate limit).

Guarantee and share charge

It is a condition precedent that as security for the Loan, the Borrower has procured the Guarantor to (i) give a personal guarantee in favour of the Lender; and (ii) enter into a deed of share charge in respect of 51% of the entire issued share capital of a private company (the “**Private Company**”) with the Lender.

The Guarantor is the spouse of the Borrower and also a PRC citizen. To the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, the Guarantor is an Independent Third Party.

The Borrower and the Guarantor currently hold 40% and 60% of the entire issued share capital of the Private Company respectively. The Private Company is a company incorporated in Hong Kong with limited liability, and through its subsidiary principally engages in provision and distribution of heating and electricity in northeast PRC.

Reasons for and benefits of entering into of the Loan Agreement

The Group is principally engaged in brokerage and dealing of securities, futures and options contracts, margin financing, loan financing, financial advisory, investment holding, brokerage and dealing of bullion and forex contracts, provision of management and consultancy services and provision of pawn loans.

Entering into of the Loan Agreement is conducted in the ordinary and usual course of business of the Group which provides interest income to the Group and the terms of which are entered on normal and commercial terms. The Loan will be primarily funded by internal resources of the Group and/or external resources if necessary or appropriate. The Directors consider that the Loan Agreement is entered into upon normal commercial terms following

arm's length negotiations between the parties to the Loan Agreement and that the conditions and terms of the Loan Agreement are fair and reasonable and are in the interests of the Shareholders as a whole.

GENERAL

As the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement exceed(s) 5% but is(are) less than 25%, the entering into of the Loan Agreement constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the announcement requirement but exempt from Shareholders' approval requirement under the Listing Rules.

DEFINITIONS

In this announcement, the following terms shall have the meanings set out below unless the context requests otherwise:

“Board”	the board of Directors
“Borrower”	the borrower under the Loan Agreement
“Company”	Simsen International Corporation Limited (天行國際(控股)有限公司*), a company incorporated in Bermuda and the Shares of which are listed on the main board of the Stock Exchange
“Directors”	directors of the Company
“Group”	the Company and its subsidiaries
“Guarantor”	the guarantor for the Borrower's liability under the Loan Agreement
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons of the Company in accordance with the Listing Rules
“Lender”	Simsen Capital Finance Limited, a company incorporated in Hong Kong, an indirectly wholly-owned subsidiary of the Company and is a licensed money lender under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong)

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	the loan of HK\$190 million to be provided by the Lender to the Borrower pursuant to the terms and conditions of the Loan Agreement
“Loan Agreement”	the loan agreement dated 27 June 2014 and entered into between the Lender and the Borrower in relation to the provision of the Loan
“PRC”	the People’s Republic of China
“Repayment Date”	a day within six (6) months from the date of drawdown of the Loan, subject to further extension based on written agreement between the parties thereto
“Share(s)”	the ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By order of the Board
Simsen International Corporation Limited
Fu Jiwen
Executive Director

Hong Kong, 27 June 2014

As at the date of this announcement, the executive Directors are Mr. Fu Jiwen and Ms. Zhou Baoying and the independent non-executive Directors are Mr. Zhu Chengwu, Mr. Yeung Siu Keung and Mr. Chen Wai Chung, Edmund.