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**IMAGI INTERNATIONAL HOLDINGS LIMITED**  
**意馬國際控股有限公司\***  
*(incorporated in Bermuda with limited liability)*  
**(Stock Code: 585)**

**CONTINUING CONNECTED TRANSACTION – REVOLVING  
LOAN AGREEMENT**

**REVOLVING LOAN AGREEMENT**

The Board is pleased to announce that on 16 March 2016 (after trading hours), the Company entered into the Revolving Loan Agreement with the Lender pursuant to which, the Lender has conditionally agreed to provide a revolving loan facility of up to HK\$100,000,000 to the Company for a term of one year commencing from the Loan Effective Date. Pursuant to the Revolving Loan Agreement, Sky Field, a wholly-owned subsidiary of the Company, will be required to execute the Share Charge in favour of the Lender as security for the loan facility under the Revolving Loan Agreement.

The Lender is an indirect subsidiary of HEC Capital Limited. A fellow subsidiary of the Lender, Murtsa Capital Management Limited, holds 1,900,000,000 Shares, representing approximately 15.04% of the issued share capital of the Company as at the date of this announcement. The Lender is therefore a connected person of the Company under the Listing Rules. Accordingly, the transactions contemplated under the Revolving Loan Agreement constitute a continuing connected transaction of the Company.

**LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the Revolving Loan Agreement exceed(s) 5%, the Revolving Loan Agreement, the Share Charge and the transactions contemplated thereunder are subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

\* *for identification purpose only*

## **SGM**

The SGM will be convened to seek the Independent Shareholders' approval regarding the Revolving Loan Agreement, the Share Charge and the transactions contemplated thereunder. The Lender and its associates (including Murtsa) will be required to abstain from voting at the SGM.

## **GENERAL**

The Circular containing, among other things, (i) further information on the Revolving Loan Agreement and the Share Charge; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice by an independent financial adviser to the Independent Board Committee and the Independent Shareholders; and (iv) notice of the SGM, will be dispatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

## **THE REVOLVING LOAN AGREEMENT**

The Board is pleased to announce that on 16 March 2016 (after trading hours), the Company entered into the Revolving Loan Agreement with the Lender pursuant to which, the Lender has conditionally agreed to provide a revolving loan facility of up to HK\$100,000,000 to the Company for a term of one year commencing from the Loan Effective Date. The principal terms and conditions of the Revolving Loan Agreement are set out as follows:–

Date : 16 March 2016 (after trading hours)

Parties :

The Lender : Cordoba Homes Finance Limited

The Borrower : The Company

The Lender is an indirect subsidiary of HEC Capital Limited. A fellow subsidiary of the Lender, Murtsa Capital Management Limited ("Murtsa"), holds 1,900,000,000 Shares, representing approximately 15.04% of the issued share capital of the Company as at the date of this announcement. The Lender is therefore a connected person of the Company under the Listing Rules. Accordingly, the transactions contemplated under the Revolving Loan Agreement constitute a continuing connected transaction of the Company.

## **Loan Amount**

The outstanding principal amount drawn by the Borrower under the Revolving Loan Agreement shall not at any time exceed HK\$100,000,000. Any repaid principal amounts of the facility will refresh the facility amount available for drawing within the term of the Revolving Loan Agreement.

## **Term**

One year from the Loan Effective Date (the “Term”)

## **Interest Rate**

The Borrower shall pay interest on any outstanding principal of the loan at the interest rate of 7.5% per annum in arrears on monthly basis. The maximum interest to be accrued on the outstanding principal of the loan under the Revolving Loan Agreement during the Term shall not exceed HK\$7,500,000.

## **Commitment Fee**

A non-refundable commitment fee of 3/4% on the loan facility amount under the Revolving Loan Agreement shall be payable by the Borrower to the Lender upon the Loan Effective Date.

## **Repayment**

The Borrower shall fully repay any outstanding principal and any accrued but unpaid interest and any other monies due under the Revolving Loan Agreement on the expiry of the Term.

## **Condition precedent**

The Revolving Loan Agreement is subject to and conditional upon the fulfilment and satisfaction, on or prior to the Long Stop Date, the passing of the resolution by the Independent Shareholders at the SGM to approve the Revolving Loan Agreement, the Share Charge and the transactions contemplated thereunder.

If the condition set out above has not been fulfilled on or before the Long Stop Date for whatever reason, the Revolving Loan Agreement shall cease and determine, and in such event, neither party shall have any obligations and liability towards each other hereunder save for any antecedent breaches of the terms hereof.

## **Purpose of the Loan**

The loan to be drawn under the Revolving Loan Agreement shall be applied and used by the Company for its general working capital from time to time.

## **The Share Charge**

Pursuant to the terms of the Revolving Loan Agreement, Sky Field, a wholly-owned subsidiary of the Company, will be required to execute the Share Charge in favour of the Lender as security for the loan facility under the Revolving Loan Agreement. The drawdown of the loan facility under the Revolving Loan Agreement is subject to the due execution of the Share Charge.

## **Nature of the transaction**

Sky Field will execute the Share Charge over the entire issued share capital of the Charged Company in favour of the Lender as a security of all the payment obligations and other liabilities of the Borrower under the Revolving Loan Agreement.

## **Information on the Charged Company**

The Charged Company, being an indirect wholly-owned subsidiary of the Company (via Sky Field), is an investment holding company. The Charged Company wholly owns the entire issued share capital of ISL, which is the legal and beneficial owner of the Property. As at 31 December 2015, the carrying value of the Property amounts to approximately HK\$97,364,000.

## **Information on the Lender**

The Lender is a money lender licensed under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and it is principally engaged in money lending business. As stated above, the Lender is a connected person of the Company under the Listing Rules.

## **Reasons for and benefits of entering into the Revolving Loan Agreement**

In the announcement made by the Company on 28 January, 2016, the Company has advised Shareholders and potential investors that the Group intends to develop an integrated financial services business including provision of securities brokerage services, placing and underwriting services, corporate finance advisory services, investment advisory and management services, margin financing and money lending business, securities investment and proprietary trading, so that they will become the principal business of the Company.

The Directors (including all independent non-executive Directors) are of the view that the loan facility available under the Revolving Loan Agreement would provide the flexibility for the Company to raise fund or obtain finance at reasonable costs during the availability period as and when the circumstances so require. The loan proceeds to be drawn under the Revolving Loan Agreement is intended to be used for the general working capital of the Company.

The terms of the Revolving Loan Agreement were negotiated on an arm's length basis between the parties. The Directors (including all independent non-executive Directors) consider that the terms of the Revolving Loan Agreement (including the provision of the Share Charge as security) are fair and reasonable, and are on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As stated above, the Lender is a connected person of the Company.

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the Revolving Loan Agreement exceed(s) 5%, the Revolving Loan Agreement, the Share Charge and the transactions contemplated thereunder are subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

The SGM will be convened to seek the Independent Shareholders' approval regarding the Revolving Loan Agreement, the Share Charge and the transactions contemplated thereunder. The Lender and its associates (including Murtsa) will be required to abstain from voting at the SGM.

## **GENERAL**

The Circular containing, among other things, (i) further information on the Revolving Loan Agreement and the Share Charge; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice by an independent financial adviser to the Independent Board Committee and the Independent Shareholders; and (iv) notice of the SGM, will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

An Independent Board Committee has been established to advise the Independent Shareholders on the terms of the Revolving Loan Agreement and the transactions contemplated thereunder. The Company will also appoint an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the terms of the Revolving Loan Agreement and the transactions contemplated thereunder.

## DEFINITIONS

In this announcement, unless the context otherwise requires, capitalized terms used shall have the following meanings:

“Board”	the board of Directors
“Borrower”	the Company
“Business Day(s)”	a day on which banks in Hong Kong are open for normal banking business (excluding Saturdays and any day on which a tropical cyclone warning signal no. 8 or above or a “black” rainstorm warning signal is hoisted in Hong Kong)
“Charged Company”	Cicero Capital Ltd., a company incorporated in the British Virgin Islands and an indirect wholly-owned subsidiary of the Company
“Circular”	the shareholders’ circular to be issued by the Company in accordance with the Listing Rules in respect of the Revolving Loan Agreement and the respective transactions contemplated thereby
“Company”	Imagi International Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 585)
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Independent Board Committee”	The independent committee of the Board, the members of which consist of the independent non-executive Directors, formed to advise the Independent Shareholders with respect to the Revolving Loan Agreement and the transactions contemplated thereunder;

“Independent Shareholders”	The Shareholder(s) (other than the Lender and its associate) who are not required to abstain from voting on the resolution to be proposed at the SGM to approve the continuing connected transactions contemplated under the Revolving Loan Agreement;
“ISL”	Imagi Services Limited, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“Lender”	Cordoba Homes Finance Limited
“Loan Effective Date”	the date when the Revolving Loan Agreement shall take effect immediately after the satisfaction of the condition precedent thereunder
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	15 July 2016 or such later date as the Lender and the Borrower may agree in writing
“PRC”	the People’s Republic of China
“Property”	the landed property known as and situate at the 9th Floor, Global Trade Square, No.21 Wong Chuk Hang Road, Hong Kong together with 3 carparks at Global Trade Square
“Revolving Loan Agreement”	the revolving loan agreement in respect of a loan facility up to HK\$100,000,000 entered into between the Lender as lender and the Company as borrower on 16 March 2016
“SGM”	the special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the terms of the Revolving Loan Agreement, the Share Charge and the transactions contemplated thereunder
“Share(s)”	ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

“Share Charge”	a share charge in respect of the entire issued share capital and all related documents of the Charged Company to be executed by Sky Field pursuant to the Revolving Loan Agreement in favour of the Lender as security of the loan facility to be granted under the Revolving Loan Agreement
“Sky Field”	Sky Field Holdings Limited, a company incorporated in the British Virgin Islands and a direct wholly-owned subsidiary of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By Order of the Board  
**Imagi International Holdings Limited**  
**Suen Yick Lun Philip**  
*Executive Director*

Hong Kong, 16 March 2016

As at the date of this announcement, the Board comprises the following Directors:

*Executive Directors*

Mr. Suen Yick Lun Philip  
Mr. Wong Yat Fai  
Mr. Shan Jiuliang\*\*  
Ms. Zhang Peng\*\*

*Non-executive Director*

Mr. Wen Di\*\*

*Independent Non-executive Directors*

Mr. Chow Chi Wah Vincent  
Dr. Kwong Kai Sing Benny  
Mr. Miu Frank H.  
Dr. Santos Antonio Maria

\*\* *Mr. Shan Jiuliang, Ms. Zhang Peng and Mr. Wen Di are now under administrative leave with effect as from 23 February 2016.*