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**CMBC Capital Holdings Limited**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 1141)**

**DISCLOSEABLE TRANSACTION IN RELATION TO  
PROVISION OF FINANCIAL ASSISTANCE**

On 7 September 2017, the Company entered into the Facility Agreement with the Borrower, pursuant to which the Company has agreed to make available to the Borrower the Loans in the principal amount of HK\$50 million.

As one or more of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Loans exceed(s) 5% but less than 25%, the grant of the Loans constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

**THE FACILITY AGREEMENT**

On 7 September 2017, the Company entered into the Facility Agreement with the Borrower, pursuant to which the Company has agreed to make available to the Borrower the Loans in the principal amount of HK\$50 million. The Company will finance the grant of the Loans with its internal resources.

The principal terms of the Facility Agreement are as follows:

Lender:	the Company
Borrower:	Yoowo Co., Limited
Amount of the Loans:	up to HK\$50 million

Interest: HIBOR plus 724 bps for the period commencing on the utilisation date to (excluding) the first anniversary of the first utilisation date

HIBOR plus 1124 bps for the remaining term of the Loans

Arrangement Fee: the Borrower shall pay to the Company a non-refundable arrangement fee in an amount equal to 4% of the aggregate amount of the Loans, being HK\$2,000,000, on the first utilisation date

Maturity Date: 24 months after the first utilisation date

Repayment: subject as otherwise provided in the Facility Agreement, the Borrower shall repay the outstanding Loans in the percentages set out below:

<b>Repayment date</b>	<b>Repayment instalment on the relevant repayment date</b>
the date falling six months after the first utilisation date	20%
the date falling 12 months after the first utilisation date	20%
the date falling 18 months after the first utilisation date	20%
the date falling 24 months after the first utilisation date	40%

Prepayment: the Borrower may prepay on the last day of an interest period applicable thereto the whole or any part of the Loans with not less than 20 business days' (or such shorter period as the Lender may agree) prior notice

Securities: the Loans will be secured by the following securities:

- i. pledge of 20% equity interest in Shenzhen Chenbei owned by Mr. Yang and related rights in favour of the Company; and
- ii. personal guarantee provided by Ms. Yang.

## **REASONS OF AND BENEFITS FOR THE ENTERING INTO THE FACILITY AGREEMENT**

Taking into account the principal activities of the Group, the Directors consider that entering into the Facility Agreement and the grant of the Loans are in the ordinary and usual course of business of the Group.

The Facility Agreement has been entered into based on the Company's development strategy. Taking into account the return from the grant of the Loans and based on the result of the credit assessments made on the financial strength and repayment ability of the Borrower and Ms. Yang and the security provided for the Loans, the Directors consider that the terms of the Facility Agreement are fair and reasonable, the entering into the Facility Agreement and the grant of the Loans thereunder are in the interests of the Company and its Shareholders as a whole.

## **INFORMATION OF THE GROUP**

As at the date of this announcement, the Group is principally engaged in the business of brokerage and related services, securities investments and provision of finance.

## **INFORMATION OF THE BORROWER AND SHENZHEN CHENBEI**

To the best of the knowledge, information and belief of the Directors, as at the date of this announcement: (1) the Borrower is a company incorporated in Hong Kong with limited liability whose business includes procurement and trading of electronic products, the shares of which are 100% owned by Shenzhen Chenbei; and (2) Shenzhen Chenbei is a limited liability company established in the PRC which, together with its subsidiaries, engages in the development, manufacturing and trading of electronic products, the equity interest of which are held as to approximately 46.8%, 36.8% and 16.4% by Ms. Yang, Mr. Yang and four individual shareholders who are Independent Third Parties.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of the Borrower, Shenzhen Chenbei, their respective ultimate beneficial owners and Ms. Yang are Independent Third Parties.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Loans exceed(s) 5% but less than 25%, the grant of the Loans constitute a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

## DEFINITION

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

“Board”	the board of Directors
“Borrower”	Yoowo Co., Limited, a company incorporated in Hong Kong with limited liability
“Company”	CMBC Capital Holdings Limited (民銀資本控股有限公司), a company incorporated in Bermuda with limited liability and the issued shares of which are listed on the Stock Exchange (stock code: 1141)
“connected person”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Facility Agreement”	the facility agreement dated 7 September 2017 entered into between the Company and the Borrower in respect of the Loans
“Group”	the Company and its subsidiaries
“HIBOR”	in relation to any Loan:  (a) the applicable Screen Rate; or  (b) if no Screen Rate is available for the interest period of that Loan, the Interpolated Screen Rate for that Loan; or  (c) if:  (i) no Screen Rate is available for the currency of that Loan; or  (ii) no Screen Rate is available for the interest period of that Loan and it is not possible to calculate an Interpolated Screen Rate for that Loans,  the reference bank rate,  as of, in the case of paragraphs (a) and (b) above, as at 11 a.m. Hong Kong time on the quotation day for Hong Kong dollars and for a 3 months period and, if any such rate is below zero, HIBOR will be deemed to be zero.

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	the person(s) who is/are not a connected person of the Company
“Interpolated Screen Rate”	<p>means, in relation to HIBOR for any Loans, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:</p> <p>(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than 3 months; and</p> <p>(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds 3 months,</p> <p>each as of 11 a.m. Hong Kong time on the quotation day for Hong Kong dollars.</p>
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loans”	loan facilities to be provided by the Company to the Borrower in the aggregate principal amount of HK\$50 million pursuant to the Facility Agreement
“Mr. Yang”	Mr. Yang Yuzheng, a PRC resident and father of Ms. Yang
“Ms. Yang”	Ms. Yang Lin, a PRC resident and daughter of Mr. Yang
“PRC”	The People’s Republic of China, for the purpose of this announcement, does not include Hong Kong, Macau Special Administrative Region and Taiwan

“Screen Rate”	means the Hong Kong interbank offered rate for Hong Kong dollars for 3 months period displayed (before any correction, recalculation or republication by the administrator) on page HKABHIBOR of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Company may specify another page or service displaying the relevant rate after consultation with the Borrower.
“Shareholders”	holders of the shares of the Company
“Shenzhen Chenbei”	Shenzhen Chenbei Technologies Co., Ltd.* (深圳市晨北科技有限公司), a limited liability company established in the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By order of the Board  
**CMBC Capital Holdings Limited**  
**Li Jinze**  
*Chairman*

Hong Kong, 7 September 2017

*As at the date of this announcement, the executive Director is Mr. Li Jinze, the non-executive Directors are Mr. Ren Hailong and Mr. Liao Zhaohui, and the independent non-executive Directors are Mr. Lee, Cheuk Yin Dannis, Mr. Wu Bin and Mr. Wang Lihua.*

\* *for identification purpose only*