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BOCOM INTERNATIONAL HOLDINGS COMPANY LIMITED

交銀國際控股有限公司

(incorporated in Hong Kong with limited liability)

(Stock Code: 3329)

**DISCLOSEABLE TRANSACTIONS RELATING TO TRANSFERS BY
NOVATION OF TRANSFERRED LOAN COMMITMENT**

TRANSFERS BY NOVATION OF TRANSFERRED LOAN COMMITMENT

On 6 July 2020 (after trading hours), the Company entered into the First Transfer Agreement with the Existing Lender pursuant to which the Existing Lender agreed to transfer by novation to the Company all of its rights and obligations which relate to the First Transferred Loan Commitment in the aggregate amount of US\$17,000,000, being part of the Existing Lender's total loan commitment under the Facility Agreement which was entered into by the Borrower, the Guarantors and the Existing Lender on 24 April 2020. The proposed transfer date as specified in the First Transfer Agreement is 13 July 2020. On 6 July 2020, the Existing Lender and the Company entered into a pricing letter pursuant to which the Existing Lender shall pay the Company an upfront fee of US\$323,000 on the proposed transfer date as specified in the First Transfer Agreement.

On 3 September 2020 (after trading hours), the Company entered into the Second Transfer Agreement with the Existing Lender under the same terms and conditions as contained in the First Transfer Agreement, save and except that the Second Transferred Loan Commitment is in the aggregate amount of US\$18,000,000 and the proposed transfer date is 10 September 2020. On 3 September 2020, the Existing Lender and the Company entered into a pricing letter pursuant to which the Existing Lender shall pay the Company an upfront fee of US\$342,000 on the proposed transfer date as specified in the Second Transfer Agreement.

LISTING RULE IMPLICATIONS

The Transactions constitute financial assistance provided by the Company under Rule 14.04(1)(e) of the Listing Rules. As none of the applicable percentage ratio(s) in respect of each of the First Transfer Agreement and the Second Transfer Agreement exceeds 5%, the entering into of each of the First Transfer Agreement and the Second Transfer Agreement, on a stand-alone basis, does not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

As the First Transfer Agreement and the Second Transfer Agreement were entered into by the Company with the same party within a 12-month period, the Transactions should be aggregated and regarded as one transaction under Rules 14.22 and 14.23 of the Listing Rules. As the highest applicable percentage ratio in relation to the Transactions, on an aggregated basis, is less than 25% but more than 5%, the Transactions constitute a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

TRANSFERS BY NOVATION OF TRANSFERRED LOAN COMMITMENT

On 6 July 2020 (after trading hours), the Company entered into the First Transfer Agreement with the Existing Lender pursuant to which the Existing Lender agreed to transfer by novation to the Company all of its rights and obligations which relate to the First Transferred Loan Commitment in the aggregate amount of US\$17,000,000, being part of the Existing Lender's total loan commitment under the Facility Agreement which was entered into by the Borrower, the Guarantors and the Existing Lender on 24 April 2020. The proposed transfer date as specified in the First Transfer Agreement is 13 July 2020. On 6 July 2020, the Existing Lender and the Company entered into a pricing letter pursuant to which the Existing Lender shall pay the Company an upfront fee of US\$323,000 on the proposed transfer date as specified in the First Transfer Agreement.

On 3 September 2020 (after trading hours), the Company entered into the Second Transfer Agreement with the Existing Lender under the same terms and conditions as contained in the First Transfer Agreement, save and except that the Second Transferred Loan Commitment is in the aggregate amount of US\$18,000,000 and the proposed transfer date is 10 September 2020. On 3 September 2020, the Existing Lender and the Company entered into a pricing letter pursuant to which the Existing Lender shall pay the Company an upfront fee of US\$342,000 on the proposed transfer date as specified in the Second Transfer Agreement.

FACILITY AGREEMENT

The principal terms of the Facility Agreement are set out as follows:

- Date : 24 April 2020
- Parties : 1. the Existing Lender (as the sole original Lender, the Agent and the Security Agent);
2. the Borrower (as borrower); and
3. the Guarantors (as guarantors).
- Maximum principal amount of the Facility : US\$140,000,000
- Interest rate : 2.95% plus LIBOR per annum
- Commitment fee : The Borrower shall pay the Agent (for the account of each Lender) a commitment fee computed and accruing on a daily basis at the rate of 0.5% per annum on the undrawn and uncanceled amount of each Lender's commitment under the Facility for the Availability Period.
- Repayment : The Borrower shall repay the Loan in full on the date falling 36 months from the date of the Facility Agreement.
- Voluntary and mandatory prepayment : Prepayment in whole or in part of the Loan by the Borrower can be made provided that the Borrower gives the Agent not less than 10 business days' (or such shorter period as the Majority Lenders may agree) prior notice.

The Borrower is required to prepay in whole or in part the Loan if any of the mandatory prepayment events as specified in the Facility Agreement takes place.

Any prepayment under the Facility Agreement shall be made together with accrued interest on the amount prepaid and, subject to any break costs calculated in accordance with the Facility Agreement, without premium or penalty.

- Guarantee : Each Guarantor provides a guarantee in favour of the Lender(s), the Agent and the Security Agent to secure the performance by the Borrower of all of its obligations under the Facility Agreement and any documents in connection thereto.
- Security : The Loan is secured by the Equitable Share Charges, which are granted by the Chargors.

Internal resources of the Group will be used to fund the First Transferred Loan Commitment and the Second Transferred Loan Commitment. The aggregate amount of the First Transferred Loan Commitment and the Second Transferred Loan Commitment was determined based on the Group's asset allocation and investment strategy.

INFORMATION OF THE COMPANY AND THE GROUP

The principal activity of the Company is investment holding. The Group is principally engaged in securities brokerage, margin financing, corporate finance and underwriting, investment and loans and asset management and advisory businesses. The regulated activities carried out by the Company's licensed subsidiaries include dealing in securities and futures, advising on securities and futures contracts, providing securities margin financing, advising on corporate finance and providing asset management services.

INFORMATION OF THE EXISTING LENDER, THE BORROWER, THE GUARANTORS AND THE CHARGORS

The Existing Lender is a public limited company (société anonyme) incorporated in the Republic of France, the issued shares of which are listed on Euronext Paris and which is an authorised institution licensed by the Hong Kong Monetary Authority pursuant to the Banking Ordinance (Cap. 155). The Existing Lender is also the Agent and the Security Agent.

The Borrower is an exempted company with limited liability incorporated under the laws of the Cayman Islands and the issued shares of which are listed on the Main Board of the Stock Exchange. It is principally engaged in the business of investment holding and its subsidiaries are principally engaged in property development, construction, property investment, hotel operation, robot and agricultural businesses.

The Borrower is the holding company of the Guarantors. Among the eight Guarantors, seven of them are limited liability companies incorporated under the laws of the British Virgin Islands and one of them is a limited liability company incorporated under the laws of Hong Kong. Each of the Guarantors is principally engaged in the business of investment holding.

Chargor I is a limited liability company incorporated under the laws of the Cayman Islands and is principally engaged in the business of management of investment portfolios. Each of Chargor II is a limited liability company incorporated under the laws of the British Virgin Islands and is principally engaged in the business of investment holding.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Existing Lender, the Borrower, the Guarantors, the Chargors, and their respective ultimate beneficial owner(s), are third parties independent of the Company and connected persons of the Company.

REASONS FOR AND BENEFITS OF THE TRANSACTIONS

The Transactions are in the ordinary and usual course of business of the Group. Having considered the financial background of the Borrower, the interest income, commitment fee and upfront fee to be received by the Group and the quality of the securities granted, the Directors consider that the terms of the First Transfer Agreement and the Second Transfer Agreement are fair and reasonable and the Transactions are in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

The Transactions constitute financial assistance provided by the Company under Rule 14.04(1)(e) of the Listing Rules. As none of the applicable percentage ratio(s) in respect of each of the First Transfer Agreement and the Second Transfer Agreement exceeds 5%, the entering into of each of the First Transfer Agreement and the Second Transfer Agreement, on a stand-alone basis, does not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

As the First Transfer Agreement and the Second Transfer Agreement were entered into by the Company with the same party within a 12-month period, the Transactions should be aggregated and regarded as one transaction under Rules 14.22 and 14.23 of the Listing Rules. As the highest applicable percentage ratio in relation to the Transactions, on an aggregated basis, is less than 25% but more than 5%, the Transactions constitute a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Agent”	means the Existing Lender
“Availability Period”	the period from and including the date of the Facility Agreement to and including the date falling six months after the date of the Facility Agreement
“Board”	the board of Directors
“Borrower”	Country Garden Holdings Company Limited (碧桂園控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 2007)
“Chargors”	means Chargor I and Chargor II, the chargors under the Equitable Share Charges
“Chargor I”	CG Partners Fund SPC, a limited liability company incorporated under the law of the Cayman Islands
“Chargor II”	CGVC Company Limited and Star Cavity Limited, each of which is a limited liability company incorporated under the laws of the British Virgin Islands and a wholly-owned subsidiary of the Borrower
“Company”	BOCOM International Holdings Company Limited, a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 3329)
“connected person”	has the same meaning as ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company

“Equitable Share Charges”	means (i) the equitable share mortgage entered into by Chargor I in favour of the Security Agent over certain preferred shares of a Cayman Islands company whose principal business is internet healthcare services and any related business and (ii) the equitable share mortgage entered into by Chargor II in favour of the Security Agent over certain preferred shares of a Cayman Islands company whose principal business is online and offline services in connection with the real estate industry and other related business
“Existing Lender”	BNP Paribas, a public limited company (société anonyme) incorporated in the Republic of France, the issued shares of which are listed on Euronext Paris and which is an authorised institution licensed by the Hong Kong Monetary Authority pursuant to the Banking Ordinance (Cap. 155)
“Facility”	the term loan facility in the principal amount of up to US\$140 million made available under the Facility Agreement
“Facility Agreement”	the facility agreement entered into by the Existing Lender (as the sole original Lender, the Agent and the Security Agent), the Borrower (as borrower) and the Guarantors (as guarantors) on 24 April 2020 in relation to the provision of the Facility
“First Transfer Agreement”	the transfer certificate dated 6 July 2020 entered into by the Existing Lender, the Agent and the Company relating to the First Transferred Loan Commitment
“First Transferred Loan Commitment”	a term loan facility in the aggregate principal amount of US\$17,000,000, being part of the Existing Lender’s total loan commitment under the Facility Agreement, transferred from the Existing Lender to the Company under the First Transfer Agreement
“Group”	the Company and its subsidiaries

“Guarantors”	eight wholly-owned subsidiaries of the Borrower, seven of which are limited liabilities companies incorporated in the British Virgin Islands (namely Smart World Development Holdings Ltd, Falcon Investments Development Ltd, Angel View International Limited, Impreza Group Limited, Estonia Development Ltd, Infiniti Holdings Development Limited and Boavista Investments Limited) and one of which is a limited liability company incorporated in Hong Kong (namely Country Garden (Hong Kong) Development Company Limited)
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Lender(s)”	means any lender(s) under the Facility Agreement
“LIBOR”	means in relation to the Loan the applicable London interbank offered rate administered by ICE Benchmark Administration Limited for the relevant currency and period displayed on page LIBOR01 or LIBOR02 of the Thompson Reuters screen as of the specified time for the currency of the Loan and for a period equal in length to the interest period of the Loan or as otherwise determined pursuant to the Facility Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	any loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan
“Majority Lenders”	means a Lender or Lenders whose loan commitments under the Facility Agreement aggregate more than 66 ² / ₃ % of the total loan commitment under the Facility Agreement
“percentage ratio”	has the same meaning as ascribed to it under the Listing Rules
“Second Transfer Agreement”	the transfer certificate dated 3 September 2020 entered into by the Existing Lender, the Agent and the Company relating to the Second Transferred Loan Commitment

“Second Transferred Loan Commitment”	a term loan facility in the aggregate principal amount of US\$18,000,000, being part of the Existing Lender’s total loan commitment under the Facility Agreement, transferred from the Existing Lender to the Company under the Second Transfer Agreement
“Security Agent”	means the Existing Lender
“Shareholder(s)”	holder(s) of the ordinary shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transactions”	the transfer of the First Transferred Loan Commitment from the Existing Lender to the Company under the First Transfer Agreement and the transfer of the Second Transferred Loan Commitment from the Existing Lender to the Company under the Second Transfer Agreement
“US\$”	the lawful currency of the United States of America
“%”	per cent.

By Order of the Board
BOCOM International Holdings Company Limited
YI Li
Company Secretary

Hong Kong, 3 September 2020

As at the date of this announcement, the Board comprises Mr. TAN Yueheng and Mr. CHENG Chuange as Executive Directors; Ms. LIN Zhihong, Mr. SHOU Fugang and Ms. PO Ying as Non-executive Directors; and Mr. TSE Yung Hoi, Mr. MA Ning and Mr. LIN Zhijun as Independent Non-executive Directors.