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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)

CONNECTED TRANSACTION PROVISION OF LOAN

Provision of Loan

On 25 June 2025 (after trading hours), the Borrowers, the Loan A Lender, the Company, the Other Loan B Lender and BOCOM Securities entered into the Loan Agreement pursuant to which (i) the Loan A Lender agreed to provide to the Borrowers the Loan A in the aggregate principal amount not exceeding US\$299,531,502; and (ii) the Company and the Other Loan B Lender agreed to provide to the Borrowers the Loan B in the aggregate principal amount not exceeding US\$79,622,298, of which up to US\$3,791,538 is to be provided by the Company.

Listing Rules Implications

As at the date of this announcement, BOCOM is a substantial Shareholder and the ultimate controlling Shareholder holding approximately 73.14% of total number of issued Shares. Since the Borrowers are all indirect wholly-owned subsidiaries of BOCOM, they are connected persons of the Company and the Loan Provision constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the highest applicable percentage ratios in relation to the Loan Provision are more than 0.1% but less than 5%, the Loan Provision is subject to announcement and annual review requirements but is exempt from the independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

On 25 June 2025 (after trading hours), the Borrowers, the Loan A Lender, the Company, the Other Loan B Lender and BOCOM Securities entered into the Loan Agreement pursuant to which (i) the Loan A Lender agreed to provide to the Borrowers the Loan A in the aggregate principal amount not exceeding US\$299,531,502; and (ii) the Company and the Other Loan B Lender agreed to provide to the Borrowers the Loan B in the aggregate principal amount not exceeding US\$79,622,298, of which up to US\$3,791,538 is to be provided by the Company.

LOAN AGREEMENT

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

- Date : 25 June 2025
- Parties :
1. Xiang H95 (as one of the Borrowers);
 2. Xiang H96 (as one of the Borrowers);
 3. Xiang H97 (as one of the Borrowers);
 4. Xiang H98 (as one of the Borrowers);
 5. Xiang H99 (as one of the Borrowers);
 6. Xiang H100 (as one of the Borrowers);
 7. Xiang H101 (as one of the Borrowers);
 8. Xiang H102 (as one of the Borrowers);
 9. Xiang H103 (as one of the Borrowers);
 10. Xiang L50 (as one of the Borrowers);
 11. the Loan A Lender (as the sole lender of the Loan A as well as the Agent, Security Agent and one of the Arrangers);
 12. the Company (as one of the lenders of the Loan B);
 13. the Other Loan B Lender (as one of the lenders of the Loan B); and
 14. BOCOM Securities (as one of the Arrangers)

Maximum principal amount of the Loans	:	The maximum aggregate principal amount of the Loan A and the Loan B shall not exceed US\$299,531,502 and US\$79,622,298, respectively.
Principal amount of the Loans	:	The aggregate amount actually withdrawn by the Borrowers, but not exceeding the maximum principal amount of the Loan A and the Loan B, respectively.
Interest rate of the Loans	:	The interest rates for the Loan A and the Loan B are Term SOFR plus 0.74% and Term SOFR plus 0.69%, respectively, payable every three months (or such other period as agreed between the Agent and the Borrowers).
Repayment	:	The Loans shall be repaid in 60 equal consecutive instalments, each in the sum as set out in the Loan Agreement, whereby the instalments shall fall due in successive three monthly interval from the drawdown date. The Loan shall be repaid in full by the Final Repayment Date.
Drawdown	:	Each of the Loan A and the Loan B is to be made in one lump sum according to the requirements of the Loan Agreement.
Purpose	:	The Borrowers shall apply the Loan primarily towards refinancing part of the costs of the vessels under the Vessel Mortgage.
Voluntary prepayment	:	Prepayment of the whole or part of the outstanding Loans by any of the Borrowers can be made six months after the date of the Loan Agreement provided that a written notice as specified in the Loan Agreement is given to the Agent and the other requirements specified in the Loan Agreement are satisfied. Each of the Borrowers is required to pay the Lenders break costs computed in accordance with the Loan Agreement for any voluntary prepayment made.
Mandatory prepayment	:	Each of the Borrowers is required to prepay the outstanding Loans if any of the mandatory prepayment events as specified in the Loan Agreement takes place. The Agent (acting on the instruction of the relevant Loan B Lenders) has the right to request any of the Borrowers to repay the relevant Loan B Lender's portion of the Loan B on the 5th and 10th anniversary of the drawdown date of the Loan B, subject to the Agent giving the relevant Borrower not less than 60 days' prior written notice.

Security	: (1) Vessel Mortgage;
	(2) General Assignment; and
	(3) Account Charge
Arrangement and agency fee	: The Borrowers are required to pay to the Agent an agency fee and the Arrangers an arrangement fee as specified under the Loan Agreement. BOCOM Securities (as one of the Arrangers) is entitled to approximately US\$210,000 (equivalent to approximately HK\$1,648,500) to be paid by the Borrowers as arrangement fee for the provision of arrangement service to the Borrowers. As none of the applicable ratio in respect of the provision of arrangement service exceeds 5% and the total consideration is less than HK\$3,000,000, the transaction constitutes a de minimus transaction and will be exempted from the annual reporting, annual review, announcement and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.
Additional comfort	: Under the Put Option Agreement, if any of the Borrowers fails to make any repayment three business days from the relevant due date, the Security Agent has the right to require BOCOM Leasing to purchase or find a buyer to purchase the relevant vessel under the Vessel Mortgage at a price specified in the Put Option Agreement and the sale proceeds will be used for repayment.

Internal resources of the Group will be used to fund the Loan Provision.

INFORMATION OF BOCOM SECURITIES, THE COMPANY AND THE GROUP

BOCOM Securities is a company incorporated in Hong Kong with limited liability and a direct wholly-owned subsidiary of the Company. The principal businesses of BOCOM Securities are securities brokerage, margin financing and underwriting.

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 BORROWERS, LOAN A LENDER AND OTHER LOAN B LENDER

Each of the Borrowers is a company incorporated under the laws of Hong Kong with limited liability and is directly wholly-owned by BOCOM Leasing, which in turn is directly wholly-owned by BOCOM. The principal business of each of the Borrowers is ship leasing.

Loan A Lender is the Hong Kong Branch of BOCOM. BOCOM is a state-owned joint-stock commercial bank incorporated in the PRC with limited liability, the A shares of which are listed and traded on the Shanghai Stock Exchange (stock code: 601328) and the H shares of which are listed and traded on the Stock Exchange (stock code: 3328). It mainly provides banking and related financial services.

The Other Loan B Lender is the Hong Kong Branch of Hua Xia Bank. Hua Xia Bank is a joint-stock commercial bank incorporated in the PRC with limited liability, the shares of which are listed and traded on the Shanghai Stock Exchange (stock code: 600015). It mainly provides banking and related financial services.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Other Loan B Lender and Hua Xia Bank are third parties independent of the Company and connected persons of the Company.

REASONS FOR AND BENEFITS OF THE LOAN PROVISION

The Loan Provision is in the ordinary and usual course of business of the Group. The terms of the Loan Agreement (including the interest rates) were arrived at by the parties thereto after arm's length negotiations, with reference to prevailing commercial practice and the amount of the Loan Provision. Having considered the financial background of the Borrowers, the interest income to be received by the Group, the security provided by the Borrowers, the Put Option Agreement and the value of the vessels under the Vessel Mortgage, the Directors (including the independent non-executive Directors) consider that the terms of the Loan Agreement are fair and reasonable and the Loan Provision is on normal commercial terms or better and in the ordinary and usual course of business of the Group, and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As at the date of this announcement, BOCOM is a substantial Shareholder and the ultimate controlling Shareholder holding approximately 73.14% of total number of issued Shares. Since the Borrowers are all indirect wholly-owned subsidiaries of BOCOM, they are connected persons of the Company and the Loan Provision constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the highest applicable percentage ratios in relation to the Loan Provision are more than 0.1% but less than 5%, the Loan Provision is subject to announcement and annual review requirements but is exempt from the independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

BOARD APPROVAL

Due to the positions of Mr. XIAO Ting and Ms. ZHU Chen in the BOCOM Group, they have abstained from voting on the Board resolutions in respect of the approval of the Loan Provision. Save as disclosed above, none of the Directors has a material interest in respect of the Loan Provision and none of them has abstained from voting on the Board resolutions in respect of the approval of the Loan Provision.

DEFINITIONS

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

“Account Charge”	the account security deeds entered into by each of the Borrowers (as charger) with the Security Agent (as chargee) with respect to the charge of certain bank account(s) to the Security Trustee
“Agent”	the agent of the Loans, being Bank of Communications Co., Ltd. Hong Kong Branch
“Arrangers”	the mandated lead arrangers and bookrunners of the Loans, being Bank of Communications Co., Ltd. Hong Kong Branch and BOCOM Securities
“Board”	the board of Directors
“BOCOM”	Bank of Communications Co., Ltd, a company incorporated in the People's Republic of China with limited liability, the A shares of which are listed and traded on the Shanghai Stock Exchange (Stock Code: 601328) and the H shares of which are listed and traded on the Stock Exchange (stock code: 3328), and being the ultimate controlling Shareholder
“BOCOM Group”	BOCOM and its subsidiaries (excluding the Group)
“BOCOM Leasing”	Bank of Communications Financial Leasing Co., Ltd., a direct wholly-owned subsidiary of BOCOM

“BOCOM Securities”	BOCOM International Securities Limited, a direct wholly-owned subsidiary of the Company
“Borrowers”	Xiang H95, Xiang H96, Xiang H97, Xiang H98, Xiang H99, Xiang H100, Xiang H101, Xiang H102, Xiang H103 and Xiang L50
“Company”	BOCOM International Holdings Company Limited, a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on the Stock Exchange (stock code: 3329)
“connected person(s)”	has the same meaning as ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Final Repayment Date”	the earlier of 15 years from the drawdown date and the date on which the relevant vessel charter contract expires
“General Assignment”	the general assignments entered into by each of the Borrowers (as assignor) with the Security Agent (as assignee) with respect to, among others, the assignment of rights, title and interest under certain vessel charter contracts
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hua Xia Bank”	Hua Xia Bank Co., Limited, a joint stock company incorporated in the PRC with limited liability, the shares of which are listed and traded on the Shanghai Stock Exchange (stock code: 600015)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Lenders”	the Loan A Lender and the Loan B Lenders
“Loans”	the Loan A and the Loan B
“Loan A”	the loan in the principal amount of up to US\$299,531,502 made available by the Loan A Lender to the Borrowers under the Loan Agreement
“Loan Agreement”	the loan agreement entered into by the Borrowers, the Lenders and BOCOM Securities on 25 June 2025 in relation to the provision of the Loans
“Loan A Lender”	Bank of Communications Co., Ltd. Hong Kong Branch

“Loan B”	the loan in the principal amount of up to US\$79,622,298 made available by the Loan B Lenders to the Borrowers under the Loan Agreement
“Loan B Lenders”	the Company and the Other Loan B Lender
“Loan Provision”	in relation to the Loan B, the principal amount of up to US\$3,791,538 which the Company shall provide to the Borrowers pursuant to the Loan Agreement
“Other Loan B Lender”	Hua Xia Bank Co., Limited, Hong Kong Branch
“percentage ratios”	has the same meaning as ascribed to it under the Listing Rules
“PRC”	the People’s Republic of China which for the purpose of this announcement, excludes Hong Kong, Macau and Taiwan
“Put Option Agreement”	the put option agreements entered into by each of the Borrowers with BOCOM Leasing and the Security Agent with respect to the grant of certain put options by BOCOM Leasing to the Security Agent
“Security Agent”	the security agent of the Loans, being Bank of Communications Co., Ltd. Hong Kong Branch
“Shares”	the ordinary shares of the Company
“Shareholder(s)”	holder(s) of the ordinary shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Term SOFR”	the term SOFR reference rate administered by CME Group Benchmark Administration Limited for the relevant period published by CME Group Benchmark Administration Limited
“US\$”	the lawful currency of United States of America
“Vessel Mortgage”	the vessel mortgages entered into by each of the Borrowers (as mortgagor) and the Security Agent (as mortgagee) in respect of the mortgage of certain vessel
“Xiang H95”	Xiang H95 International Ship Lease Co., Limited
“Xiang H96”	Xiang H96 International Ship Lease Co., Limited
“Xiang H97”	Xiang H97 International Ship Lease Co., Limited
“Xiang H98”	Xiang H98 International Ship Lease Co., Limited
“Xiang H99”	Xiang H99 International Ship Lease Co., Limited
“Xiang H100”	Xiang H100 International Ship Lease Co., Limited

“Xiang H101”	Xiang H101 International Ship Lease Co., Limited
“Xiang H102”	Xiang H102 International Ship Lease Co., Limited
“Xiang H103”	Xiang H103 International Ship Lease Co., Limited
“Xiang L50”	Xiang L50 HK International Ship Lease Co., Limited
“%”	per cent.

In this announcement, amounts in US\$ are translated into HK\$ on the basis of US\$1.00 = HK\$7.85. The conversion rate is for illustration purposes only and should not be taken as a representation that US\$ could actually be converted into HK\$ at such rate or at all.

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

Hong Kong, 25 June 2025

As at the date of this announcement, the Board comprises Mr. XIAO Ting and Ms. ZHU Chen as Non-executive Directors; Mr. XIE Jie, Mr. WANG Xianjia and Mr. TAN Yueheng as Executive Directors; and Mr. MA Ning, Mr. LIN Zhijun and Mr. PU Yonghao as Independent Non-executive Directors.