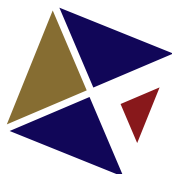


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## **CHINA PROPERTIES INVESTMENT HOLDINGS LIMITED**

**中國置業投資控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 736)**

### **DISCLOSEABLE TRANSACTION RELATING TO THE PROVISION OF LOANS**

#### **THE LOAN AGREEMENTS**

On 8 August 2016 (after trading hours), the Lender, an indirect wholly-owned subsidiary of the Company, entered into the Loan Agreements with the Borrowers, pursuant to which the Lender has agreed to lend to (a) the First Borrower a term loan in the principal amount of HK\$31,000,000 repayable on the First Loan Repayment Date, (b) the Second Borrower a term loan in the principal amount of HK\$28,000,000 repayable on the Second Loan Repayment Date; and (c) the Third Borrower a term loan in the principal amount of HK\$26,000,000 repayable on the Third Loan Repayment Date.

#### **THE LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of each of the Loan exceeds 5% but all of them are less than 25%, each of the Loans constitutes a discloseable transaction for the Company and is subject to reporting and announcement requirements under Chapter 14 of the Listing Rules.

#### **THE FIRST LOAN AGREEMENT**

**Date:** 8 August 2016

**Lender:** Triple Glory Holdings Limited, an indirect wholly-owned subsidiary of the Company

\* *For identification purposes only*

**First Borrower:** To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the First Borrower is an independent third party not connected with the Company and its connected person.

**Principal Loan Amount:** Hong Kong dollars thirty one million (HK\$31,000,000.00)

**Drawdown Date:** subject to the terms of the First Loan Agreement, means 9 August 2016 or such other date, being a Banking Day as may be agreed between the Lender and the First Borrower

**First Loan Repayment Date:** the date falling on the 12 months from the Drawdown Date

**Interest:** 18% per annum

**Security for the Loan:** The First Borrower has agreed to execute the First Loan Share Charge in favour of the Lender over the First Loan Secured Securities upon the terms of the First Loan Share Charge.

## **THE SECOND LOAN AGREEMENT**

**Date:** 8 August 2016

**Lender:** Triple Glory Holdings Limited, an indirect wholly-owned subsidiary of the Company

**Second Borrower:** To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Second Borrower is an independent third party not connected with the Company and its connected person.

**Principal Loan Amount:** Hong Kong dollars twenty eight million (HK\$28,000,000.00)

**Drawdown Date:** subject to the terms of the Second Loan Agreement, means 9 August 2016 or such other date, being a Banking Day as may be agreed between the Lender and the Second Borrower

**Second Loan Repayment Date:** the date falling on the 11 months from the Drawdown Date

**Interest:** 18% per annum

**Security for the Loan:** The Second Borrower has agreed to execute the Second Loan Share Charge in favour of the Lender over the Second Loan Secured Securities upon the terms of the Second Loan Share Charge.

## **THE THIRD LOAN AGREEMENT**

**Date:** 8 August 2016

**Lender:** Triple Glory Holdings Limited, an indirect wholly-owned subsidiary of the Company

**Third Borrower:** To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Third Borrower is an independent third party not connected with the Company and its connected person.

**Principal Loan Amount:** Hong Kong dollars twenty six million (HK\$26,000,000.00)

**Drawdown Date:** subject to the terms of the Third Loan Agreement, means 9 August 2016 or such other date, being a Banking Day as may be agreed between the Lender and the Third Borrower

**Third Loan Repayment Date:** the date falling on the 10 months from the Drawdown Date

**Interest:** 18% per annum

**Security for the Loan:** The Third Borrower has agreed to execute the Third Loan Share Charge in favour of the Lender over the Third Loan Secured Securities upon the terms of the Third Loan Share Charge.

## **THE LOAN AGREEMENTS**

The terms of each of the Loan Agreements were arrived at after arm's length negotiations between the Lender and each of the Borrowers. The Lender is a licensed money lender and its principal activity is money lending services. The provision of the Loans is a transaction of a revenue nature and carried out as part of the ordinary and usual course of business activities of the Lender. The Loans will be funded by internal resources.

The Directors consider that the transactions contemplated by each of the Loan Agreements are on normal commercial terms and the terms of each of the Loan Agreements are fair and reasonable and are in the interests of the Company and its Shareholders as a whole having considered the current market norm in relation to similar transactions.

## **INFORMATION ON THE COMPANY, THE GROUP AND THE LENDER**

The Company is an investment holding company and the principal activities of the Group are property investment, provision of educational support services, securities brokerage and money lending.

The Lender is a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company.

The Lender is a registered money lender holding a valid money lenders licence under the Money Lenders Ordinance (Cap. 163, the Laws of Hong Kong) and is principally engaged in the business of money lending services.

## **INFORMATION ON THE BORROWERS**

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the First Borrower is a merchant and an independent third party not connected with the Company and its connected person.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Second Borrower is a merchant and an independent third party not connected with the Company and its connected person.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Third Borrower is a merchant and an independent third party not connected with the Company and its connected person.

## **REASONS FOR THE LOANS**

The Lender is a licensed money lender and its principal activity is provision of money lending services. The provision of the Loans is a transaction carried out as part of the ordinary and usual course of business activities of the Lender and will provide interest income to the Lender.

The Loans will be recorded as loan receivable of the Group.

## **THE LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of each of the Loans exceeds 5% but all of them are less than 25%, each of the Loans constitutes a discloseable transaction for the Company and is subject to reporting 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:

“Banking Day”	means a day (other than a Saturday) on which banks are open for business in Hong Kong (or any other relevant place of payment under the respective Loan Agreements) for the transaction of business of the nature required by the respective Loan Agreements
“Board”	the board of Directors
“Borrowers”	the First Borrower, the Second Borrower and the Third Borrower
“Company”	China Properties Investment Holdings Limited (中國置業投資控股有限公司*), a company incorporated in Bermuda with limited liability whose shares are listed on the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“First Borrower”	the borrower under the First Loan Agreement
“First Loan”	a term loan in the principal amount of HK\$31,000,000.00 granted by the Lender to the First Borrower pursuant to the terms of the First Loan Agreement
“First Loan Agreement”	a loan agreement dated 8 August 2016 entered into between the Lender and the First Borrower relating to the provision of the First Loan
“First Loan Secured Securities”	certain securities listed and traded on Stock Exchange and beneficially owned by the First Borrower
“First Loan Share Charge”	the deed of charge agreed to be provided by the First Borrower in favour of the Lender over the First Loan Secured Securities to secure the First Borrower’s liability and obligations under the First Loan Agreement
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Lender”	Triple Glory Holdings Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreements”	the First Loan Agreement, the Second Loan Agreement and the Third Loan Agreement
“Second Borrower”	the borrower under the Second Loan Agreement
“Second Loan”	a term loan in the principal amount of HK\$28,000,000.00 granted by the Lender to the Second Borrower pursuant to the terms of the Second Loan Agreement
“Second Loan Agreement”	a loan agreement dated 8 August 2016 entered into between the Lender and the Second Borrower relating to the provision of the Second Loan
“Second Loan Secured Securities”	certain securities listed and traded on Stock Exchange and beneficially owned by the Second Borrower
“Second Loan Share Charge”	the deed of charge agreed to be provided by the Second Borrower in favour of the Lender over the Second Loan Secured Securities to secure the Second Borrower’s liability and obligations under the Second Loan Agreement
“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Third Borrower”	the borrower under the Third Loan Agreement
“Third Loan”	a term loan in the principal amount of HK\$26,000,000.00 granted by the Lender to the Third Borrower pursuant to the terms of the Third Loan Agreement
“Third Loan Agreement”	a loan agreement dated 8 August 2016 entered into between the Lender and the Third Borrower relating to the provision of the Third Loan

“Third Loan Secured Securities”	certain securities listed and traded on Stock Exchange and beneficially owned by the Third Borrower
“Third Loan Share Charge”	the deed of charge agreed to be provided by the Third Borrower in favour of the Lender over the Third Loan Secured Securities to secure the Third Borrower’s liability and obligations under the Third Loan Agreement
“%”	per cent

By Order of the Board  
**China Properties Investment Holdings Limited**  
**Xu Dong**  
*Chairman*

Hong Kong, 8 August 2016

*As at the date of this announcement, the executive Directors are Mr. Xu Dong and Mr. Au Tat On, the non-executive Director is Miss Yu Wai Fong and the independent non-executive Directors are Mr. Lai Wai Yin, Wilson, Ms. Cao Jie Min and Mr. Tse Kwong Wah.*

*In the case of inconsistency, the English text of this announcement shall prevail over the Chinese text.*