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DISCLOSEABLE TRANSACTION

IN RELATION TO PROVISION OF LOAN

#### THE LOAN AGREEMENT

On 15 December 2017, the Lender, an indirect wholly-owned subsidiary of the Company, entered into the Loan Agreement with the Borrower, pursuant to which the Lender has agreed to renew the Loan for a term of 6 months.

#### THE LISTING RULES IMPLICATIONS

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

# INTRODUCTION

The Board announces that on 15 December 2017, the Loan Agreement was entered into between the Lender, an indirect wholly-owned subsidiary of the Company and Borrower. Pursuant to the Loan Agreement, the Lender has agreed to renew the Loan with the Borrower for a term of 6 months.

Summarised below are the principal terms of Loan Agreement.

#### LOAN AGREEMENT

Date : 15 December 2017

Parties : (i) Huabang Finance Limited, an indirect wholly-owned

subsidiary of the Company; and

(ii) Borrower, an individual who, to the best knowledge,

information and belief of the Directors having made all

reasonable enquiries, is an Independent Third Party.

Principal amount : Hong Kong dollars nine million (HK\$9,000,000).

Interest rate : 15% per annum (to be paid on the maturity date of Loan)

Maturity date : 6 months from the date of Loan Agreement.

Repayment : Unless otherwise specified, Borrower shall repay in full the

principal amount of Loan, together with interest accrued and

unpaid thereof on the maturity date of Loan.

Early repayment : Loan shall become repayable by Borrower upon notice by the

Lender if Borrower has been in breach of any applicable laws or regulations in any jurisdictions in respect of the borrowing

and execution of Loan.

The parties may request for early repayment of the whole or

any part of the principal amount outstanding under the Loan,

together with interest accrued and unpaid thereof.

### INFORMATION ABOUT THE COMPANY AND THE LENDER

The Group is principally engaged in the financial services business and computer and peripheral products business. The Lender is an indirect wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong).

## REASONS FOR AND BENEFITS OF LOAN

The Lender extended the previous loan to the Borrower on 8 June 2017 in its ordinary course of business. The maturity dates of the previous loan to the Borrower fell on 7 December 2017. Loan Agreement was entered into to renew the previous loan to the Borrower.

The terms of Loan Agreement (including the interest rate) was arrived at after arm's length negotiations between the Lender and Borrower and would enable the Lender to earn interest income. Given that the provision of credit financing is in the ordinary and usual course of business of the Lender, the Directors are of the view that the transactions contemplated under Loan Agreement is in the interests of the Company and the Shareholders as a whole.

# LISTING RULES IMPLICATIONS

As one or certain of the applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of the Loan, exceed 5% but are less than 25%, the Loan constitutes a discloseable transaction of the Company and is subject to reporting and announcement requirements under Chapter 14 of the Listing Rules.

# **DEFINITIONS**

Unless the context requires otherwise, the following terms have the following meanings in this announcement:

"Board"	board of the Directors of the Company
"Borrower"	Borrower, being an individual and an Independent Third Party
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) on which commercial banks and the relevant financial markets are open for general business in Hong Kong
"Company"	Huabang Financial Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the main board of the Stock Exchange
"Director(s)"	Director(s) of the Company
"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
"Independent Third Party"	a third party independent of the Company and the connected persons (has the meaning ascribed to it under the Listing Rules) of

the Company

"Lender" Huabang Finance 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" the term loan in the amount of HK\$9,000,000 granted by the

Lender to Borrower pursuant to the terms of Loan Agreement

"Loan Agreement" the loan agreement dated 15 December 2017 entered into between

the Lender and Borrower in relation to the grant of the Loan to the

Borrower

"Share(s)" ordinary share(s) of HK\$0.0008333 each in the issued capital of the

Company

"Shareholder(s)" holder(s) of the issued Share(s)

"Stock Exchange" The Stock Exchange of Hong Kong Limited

"%" per cent.

By Order of the Board **Huabang Financial Holdings Limited George Lu** 

Chairman & Chief Executive Officer

Hong Kong, 15 December 2017

As at the date of this announcement, the Executive Directors of the Company are Mr. George Lu, Mr. Lau Wan Po, Mr. Pang Chung Fai Benny and Ms. Lau Wing Sze; and the independent Non-Executive Directors of the Company are Mr. Loo Hong Shing, Vincent, Mr. Shin Yick Fabian, Mr. Mu Binrui and Mr. Lam Allan Loc.