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China Bio Cassava Holdings Limited

中國生物資源控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8129)

DISCLOSEABLE TRANSACTION: PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO AN ENTITY

On 29 June 2017, Fortune Credit, an indirect wholly-owned subsidiary of the Company, as lender and both Customer A and Customer B collectively as joint borrowers entered into the Facility Letter pursuant to which Fortune Credit has agreed to grant the Loan in the amount of HK\$7,000,000 to Customer A and Customer B for a term of twelve months from the Effective Date.

As the applicable percentage ratios under the GEM Listing Rules exceed 5% but are less than 25%, the entering into of the Facility Letter constitutes a discloseable transaction for the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under the GEM Listing Rules.

As the amount of the financial assistance granted to Customer A and Customer B exceeds 8% under the assets ratio as defined under Rule 17.15 of the GEM Listing Rules, the grant of the Loan is also subject to the general disclosure obligations under Rule 17.17 of the GEM Listing Rules.

It is required under Rule 17.17(3) of the GEM Listing Rules to disclose the identities of both Customer A and Customer B. As both Customer A and Customer B are unwilling to disclose their identities to public and also for other commercial considerations, the Company has applied to the Stock Exchange for a waiver from strict compliance with Rule 17.17(3) of the GEM Listing Rules to disclose the identities of both Customer A and Customer B.

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THE FACILITY LETTER

Date: 29 June 2017

Parties: (1) Fortune Credit as lender
(2) Customer A and Customer B as joint borrowers

Fortune Credit is a company incorporated in Hong Kong and is an indirect wholly-owned subsidiary of the Company.

Each of Customer A and Customer B is an individual. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of Customer A and Customer B is an Independent Third Party and is with proper occupation.

Pursuant to the Facility Letter, Fortune Credit has agreed to grant the Loan in the amount of HK\$7,000,000 to both Customer A and Customer B subject to and conditional upon the terms and conditions set out in the Facility Letter.

Fortune Credit has assessed the past credit records and backgrounds and reviewed certain assets records of both Customer A and Customer B in accordance with the credit policy of Fortune Credit. Save for the Facility Letter, there is no other business relationship between the Group and each of Customer A and Customer B. To the best of the Directors' knowledge and information, the Directors are not aware of any default by either Customer A or Customer B in the past.

Principal: HK\$7,000,000

Interest rate: 21% per annum

Term: Twelve (12) months commencing from the Effective Date

Security: Third legal charge in respect of two properties located in Hong Kong with valuation on 29 June 2017 with an amount of approximately HK\$14,400,000 and HK\$40,400,000. The residual value of the properties under collateral of the Loan after deducting the total outstanding mortgages is higher than the principal amount of the Loan.

The Company is of the view that based on the valuation, the security would be sufficient to cover the Loan amount under the Facility Letter as at the date of this announcement. Based on the assessment of Fortune Credit, after considering the past credit records and backgrounds of Customer A and Customer B in accordance with its credit policy together with the valuations of the properties, the Company considers the credit risk relating to the entering into of the Facility Letter is relatively low.

Repayment: Both Customer A and Customer B shall pay the interest accrued on the Loan on a monthly basis and shall repay the principal amount of the Loan together with any outstanding interest accrued thereon on the due date of the Loan.

Prepayment: Both Customer A and Customer B may at any time to repay the whole or part of the Loan after the Effective Date subject to the strict compliance of the following conditions:

- (i) giving Fortune Credit not less than one calendar month's advance notice in writing; and
- (ii) such prepayment shall only be made after the expiration of three (3) calendar months from the Effective Date. Interest accrued on the Loan for the first three (3) calendar months of the term of the Loan shall be paid and charge in full even upon any early or partial prepayment of the Loan within three months after the Effective Date.

Purpose: Refinancing existing third mortgage loan of both Customer A and Customer B with other financial institution(s) and for personal use

Funding of the Loan

The Group will finance the Loan with its internal resources.

INFORMATION ON THE GROUP AND FORTUNE CREDIT

The Group is principally engaged in the computer software and embedded systems development, sales and licensing of the software and systems and provision of financing services.

Fortune Credit is a company incorporated in Hong Kong with limited liability and is principally engaged in money lending and related business in Hong Kong. To the best of the Directors' knowledge, information and belief, Fortune Credit holds a valid Money Lenders Licence under the provisions of the Money Lenders Ordinance (Cap. 163, the laws of Hong Kong) to carry out its business.

REASONS FOR THE FACILITY LETTER

The grant of the Loan to both Customer A and Customer B is in the ordinary and usual course of business of the Group on normal commercial terms within the meaning of the GEM Listing Rules.

The terms of the Facility Letter are negotiated on an arm's length basis between Fortune Credit and both Customer A and Customer B with regarding to, among others, the financial backgrounds and repayment records of both Customer A and Customer B and the values of the properties under third legal charges. The terms of the Facility Letter are entered into on a normal commercial terms based on the credit policy of Fortune Credit. The terms of the Loan including the interest rate charged on both Customer A and Customer B are determined with reference to the range of market interest rate.

The Directors consider that the granting of the Loan constitutes provision of financial assistance by the Group under the GEM Listing Rules. Taking into account of the cashflow stream from the expected interest income, the Directors consider that the entering into of the Facility Letter and the terms and conditions of the Facility Letter (including the interest rate and principal amount) are fair and reasonable and in the interest of the Company and its Shareholders as a whole.

GEM LISTING RULES IMPLICATIONS

As the applicable percentage ratios under the GEM Listing Rules exceed 5% but are less than 25%, the entering into of the Facility Letter constitutes a discloseable transaction for the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under the GEM Listing Rules.

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DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

“Board”	the board of Directors
“Company”	China Bio Cassava Holdings Limited, a company incorporated in the Cayman Islands with limited liability the issued shares of which are listed on GEM
“connected person”	has the meaning ascribed to it in the GEM Listing Rules
“Customer A”	one of the joint borrowers under the Facility Letter and an Independent Third Party
“Customer B”	another joint borrower under the Facility Letter and an Independent Third Party
“Director(s)”	the director(s) of the Company
“Effective Date”	the effective date of the Facility Letter
“Facility Letter”	the facility letter dated 29 June 2017 and entered into between Fortune Credit as lender and both Customer A and Customer B as joint borrowers in respect of the Loan
“Fortune Credit”	Fortune Credit Limited, a company incorporated in Hong Kong with limited liability and the lender under the Facility Letter
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third party(ies) independent of the Company and its connected persons in accordance with the GEM Listing Rules
“Loan”	the secured loan in the principal amount of HK\$7,000,000 to be granted by Fortune Credit to both Customer A and Customer B under the Facility Letter
“Shareholders”	holders of the Shares
“Shares”	ordinary shares of HK\$0.01 each in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

By order of the Board
China Bio Cassava Holdings Limited
TANG LAP CHIN RICHARD
Executive Director

Hong Kong, 29 June 2017

As at the date of this announcement, the Board comprises Mr. Poon Yu Keung, Mr. Hung Ching Fung, Mr. Tang Lap Chin Richard and Mr. Ng Chung Yuen Frank as executive Directors, Mr. Chow Wing Tung, Mr. Ko Wai Lun Warren and Mr. Yam Chiu Fan Joseph as independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the GEM website at <http://www.hkgem.com> on the “latest company announcements” page for at least 7 days from the day of its posting and on the Company’s website at www.bio-cassava.com.