

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



## **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 18 March 2015, Fortune Credit, an indirect wholly owned subsidiary of the Company, as lender and Customer A as borrower 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 for a term of twelve months from the Effective Date.

As one of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the aggregate amount of financial assistance granted to Customer A within the period of 12 months immediately preceding to the date of the Facility Letter exceeds 5% but none of them is 25% or above, 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 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 identity of Customer A. As Customer A is unwilling to disclose his identity to public and also for other commercial considerations, the Company is applying to the Stock Exchange for a waiver from strict compliance with Rule 17.17(3) of the GEM Listing Rules to disclose the identity of Customer A.

On 18 March 2015, Fortune Credit, an indirect wholly owned subsidiary of the Company, as lender and Customer A as borrower 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 for a term of twelve months from the Effective Date. A summary of the principal terms of the Facility Letter is set out below.

## **THE FACILITY LETTER**

**Date:** 18 March 2015

**Parties:** (1) Fortune Credit as lender  
(2) Customer A as borrower

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

Customer A is an individual. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Customer A 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 Customer A 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 of the Customer A in accordance with the credit policy of Fortune Credit. Save for the Facility Letter, the Loan Agreement A, the Loan Agreement B, the Renewed Loan Agreement A and the Renewed Loan Agreement B, there is no other business relationship between the Group and Customer A. The loans amount of the Renewed Loan Agreement A and the Renewed Loan Agreement B will be fully repaid and set off against of the Loan upon drawing of the Loan. To the best of the Directors' knowledge and information, the Directors are not aware of any default by Customer A in the past.

**Principal:** HK\$7,000,000

**Interest rate:** 18% per annum

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

**Security:** A second mortgage in respect of properties located in Hong Kong with valuations on 13 March 2015 with an aggregate amount of approximately HK\$128,000,000. The residual value of the properties under collateral of the Loan after deducting the outstanding first mortgage 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. Based on the assessment of Fortune Credit, after considering the past credit records and backgrounds of Customer A in accordance with its credit policy together with the

valuation of the properties, the Company considers the credit risk relating to the entering into of the Facility Letter is relatively low.

**Repayment:** Customer A 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:** Customer A may at any time to repay the whole or part of the Loan after the Loan Effective Date subject to the strict compliance of giving Fortune Credit not less than one calendar month's advance notice in writing.

**Purpose:** Refinancing Customer A and Customer B's existing personal loans with Fortune Credit. Customer A and Customer B's existing personal loans with Fortune Credit will be fully set off against of the Loan.

### **Funding of the Loan**

The Group will finance the Loan with its internal resources.

### **Previous Loans**

Customer A and his associates have the following previous loan arrangement with Fortune Credit:-

#### Loan Agreement A

The loan agreement dated 3 September 2013 and entered into between Fortune Credit as lender and Customer A as borrower in respect of an unsecured loan in the principal amount of HK\$3,500,000, details of which were disclosed in the announcement published by the Company on 3 September 2013. On 2 September 2014, the Renewed Loan Agreement A was entered into between Customer A and Fortune Credit relating to the renewal of the Loan Agreement A.

#### Loan Agreement B

The loan agreement dated 16 September 2013 and entered into between Fortune Credit as lender, Customer B as borrower and a personal guarantee provided by Customer A in respect of an unsecured loan in the principal amount of HK\$3,500,000, details of which were disclosed in the announcement published by the Company on 16 September 2013. Customer A is a family member of Customer B. On 15 September 2014, the Renewed Loan Agreement B was entered into between Customer B and Fortune Credit relating to the renewal of the Loan Agreement B.

### **INFORMATION ON THE GROUP AND FORTUNE CREDIT**

The Group is principally engaged in development of computer software and embedded systems, sales and licensing of the software and systems, development of biotech and renewable energy 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 Customer A 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 Customer A with regard to, among others, the financial background and repayment record of Customer A and the values of the properties under second mortgage. 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 Customer A 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 one of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the aggregate amount of financial assistance granted to Customer A within the period of 12 months immediately preceding to the date of the Facility Letter exceeds 5% but none of them is 25% or above, 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 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 identity of Customer A. As Customer A is unwilling to disclose his identity to public and also for other commercial considerations, the Company is applying to the Stock Exchange for a waiver from strict compliance with Rule 17.17(3) of the GEM Listing Rules to disclose the identity of Customer A.

## **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”	the borrower under the Facility Letter, the Loan Agreement A and the Renewed Loan Agreement A and an Independent Third Party

“Customer B”	the borrower under the Loan Agreement B and the Renewed Loan Agreement B, who is a family member of Customer A 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 18 March 2015 and entered into between Fortune Credit as lender and Customer A as borrower 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 Customer A under the Facility Letter
“Loan Agreement A”	the loan agreement dated 3 September 2013 and entered into between Fortune Credit as lender and Customer A as borrower in respect of a unsecured loan in the principal amount of HK\$3,500,000, details of which were disclosed in the announcement published by the Company on 3 September 2013
“Loan Agreement B”	the loan agreement dated 16 September 2013 and entered into between Fortune Credit as lender, Customer B as borrower and a personal guarantee provided by Customer A in respect of a unsecured loan in the principal amount of HK\$3,500,000, details of which were disclosed in the announcement published by the Company on 16 September 2013

“Renewed Loan Agreement A”	the loan agreement dated 2 September 2014 entered into between Fortune Credit and Customer A relating to the renewal of the Loan Agreement A
“Renewed Loan Agreement B”	the loan agreement dated 15 September 2014 entered into between Fortune Credit and Customer B relating to the renewal of the Loan Agreement B
“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**  
**KWAN KIN CHUNG**  
Managing Director

Hong Kong, 18 March 2015

As at the date of this announcement, the Board comprises Mr. Kwan Kin Chung, Mr. Yu Huaguo, Mr. Poon Yu Keung and Mr. Hung Ching Fung as executive directors, Mr. Leung Lap Yan as non-executive director, Mr. Tse On Kin as Chairman and independent non-executive director and Mr. Chow Wing Tung and Mr. Ko Wai Lun Warren 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](http://www.bio-cassava.com).*