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China Bio Cassava Holdings Limited

中國生物資源控股有限公司

(to be renamed as “Cloud Investment Holdings Limited”)

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8129)

DISCLOSEABLE TRANSACTION:

**PROVISION OF FINANCIAL ASSISTANCE AND
ADVANCE TO AN ENTITY**

On 30 September 2017, the Loan Facility Agreement was entered into between Fortune Credit, an indirect wholly owned subsidiary of the Company as lender, and Customer A as borrower. Pursuant to the Loan Facility Agreement, Fortune Credit has agreed to grant the Loan in the principal amount of HK\$10,000,000 to Customer A for a term of two years from the date on which the Loan is made or any other later date as may be mutually agreed in writing by the Borrower and the Lender.

As the applicable percentage ratios under the GEM Listing Rules exceed 5% but are less than 25%, the entering into of the Loan Facility Agreement 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 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 identity of Customer A.

On 30 September 2017, the Loan Facility Agreement was entered into between Fortune Credit, an indirect wholly owned subsidiary of the Company as lender, and Customer A as borrower. Pursuant to the Loan Facility Agreement, Fortune Credit has agreed to grant the Loan in the principal amount of HK\$10,000,000 to Customer A for a term of two years from the date on which the Loan is made or any other later date as may be mutually agreed in writing by Customer A and the Lender. A summary of the principal terms of the Loan Facility Agreement is set out below.

THE LOAN FACILITY AGREEMENT

Date: 30 September 2017

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 Loan Facility Agreement, Fortune Credit has agreed to grant the Loan in the principal amount of HK\$10,000,000 to Customer A subject to and conditional upon the terms and conditions set out in the Loan Facility Agreement.

Fortune Credit has assessed backgrounds of Customer A and reviewed certain asset records in accordance with the credit policy of Fortune Credit. Save for the Loan Facility Agreement, there is no other business relationship between the Group and Customer A. To the best of the Directors' knowledge and information, the Directors are not aware of any default by Customer A in the past. After considering the past credit records and backgrounds of Customer A in accordance with its credit policy, Fortune Credit considers the credit risk relating to the entering into of the Loan Facility Agreement is relatively low.

Principal: HK\$10,000,000

Interest rate: 1.33% per month, i.e. 16% per annum

The expected total interest income would be HK\$3,200,000 at maximum

Term: Two (2) years commencing from the date on which the Loan is made or any other later date as may be mutually agreed in writing by Customer A and the Lender

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 Final Repayment Date

Purpose: The Loan will be utilized by Customer A for the purpose of personal use

FUNDING OF THE LOAN

The Group will finance the Loan with its internal resources and external financing.

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, provision of financing services and the provision of financial public relations 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 Lender Licence under the provisions of the Money Lenders Ordinance (Cap. 163, the laws of Hong Kong) to carry out its business.

REASONS FOR THE LOAN FACILITY AGREEMENT

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 Loan Facility Agreement are negotiated on an arm's length basis between Fortune Credit and Customer A with regarding to, among others, the financial backgrounds of Customer A. The terms of the Loan Facility Agreement 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 Loan Facility Agreement and the terms and conditions of the Loan Facility Agreement (including the interest rate and principal amount) are fair and reasonable and in the interests 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 Loan Facility Agreement 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”	the borrower under the Loan Facility Agreement and an Independent Third Party
“Director(s)”	the director(s) of the Company
“Final Repayment Date”	the date falling on the expiry of two (2) years from the date on which the Loan is made or any other later date as may be mutually agreed in writing by Customer A and the Lender
“Fortune Credit”	Fortune Credit Limited, a company incorporated in Hong Kong with limited liability and the lender under the Loan Facility Agreement
“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 parties independent of the Company and its connected persons of the Company in accordance with the GEM Listing Rules
“Loan”	the unsecured loan in the principal amount of HK\$10,000,000 to be granted by Fortune Credit to Customer A under the Loan Facility Agreement
“Loan Facility Agreement”	the term loan facility agreement dated 30 September 2017 and entered into between Fortune Credit as lender and Customer A as borrower in respect of the Loan
“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, 3 October 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.