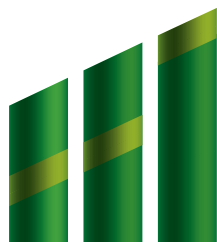


*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance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



# 昊天發展集團有限公司

## Hao Tian Development Group Limited

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock code: 00474)**

### **DISCLOSEABLE TRANSACTION IN RELATION TO PROVISION OF FINANCIAL ASSISTANCE**

The Board is pleased to announce that on 10 November 2015, the Loan Agreement was entered into between Hao Tian Finance, an indirect subsidiary of the Company as lender, and the Borrower as borrower, pursuant to which, Hao Tian Finance has agreed to provide the Loan in the aggregate principal amount of HK\$160,000,000 to the Borrower. Tranche A of the loan in the principal amount of HK\$100,000,000 shall be for a term of two months after the Drawdown Date while Tranche B of the loan in the principal amount of HK\$60,000,000 shall be for a term of 15 days after the Drawdown Date.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the financial assistance given to the Borrower calculated on an aggregate basis was more than 5% but less than 25%, the Loan advanced under the Loan Agreement constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

As the amount of the financial assistance advanced to the Borrower does not exceed 8% of the assets ratio as defined under Rule 13.13 of the Listing Rules, the grant of the Loan is not subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

## **PROVISION OF FINANCIAL ASSISTANCE**

On 10 November 2015, Hao Tian Finance entered into the Loan Agreement with the Borrower, pursuant to which Hao Tian Finance has agreed to provide the Loan in the aggregate principal amount of HK\$160,000,000 to the Borrower. Tranche A of the loan in the principal amount of HK\$100,000,000 shall be for a term of two months after the Drawdown Date while Tranche B of the loan in the principal amount of HK\$60,000,000 shall be for a term of 15 days after the Drawdown Date.

### **Loan Agreement**

Summarised below are the principal terms of the Loan Agreement.

Date: 10 November 2015

### **Parties**

Lender: Hao Tian Finance

Borrower: The Borrower

Guarantor: The Guarantor

Principal: HK\$160,000,000

The Loan will be available for drawdown upon the satisfaction of certain conditions as set out in the Loan Agreement. Pursuant to the Loan Agreement, the Borrower may within 3 Business Days from the date of the Loan Agreement make the Tranche A Drawing and the Tranche B Drawing.

Interest rate: 16% per annum, which shall be calculated on the actual number of days elapsed on the basis of 360-day year commencing from the Drawdown Date

- Upfront fee: 1% of the Loan, which is payable on or before the Drawdown Date for the Loan
- Term: Tranche A of the loan in the principal amount of HK\$100,000,000 shall be for a term of two months after the Drawdown Date while Tranche B of the loan in the principal amount of HK\$60,000,000 shall be for a term of 15 days after the Drawdown Date.
- Security:
- (i) Personal guarantee from the Guarantor;
  - (ii) 3 share charges over the shares of and in three indirect wholly-owned subsidiaries of the Borrower executed by the relevant subsidiaries of the Borrower in favour of Hao Tian Finance;
  - (iii) 2 equity pledges in respect of the entire registered capital of two indirect wholly-owned subsidiaries of the Borrower in the PRC executed by the relevant subsidiaries of the Borrower in favour of Hao Tian Finance; and
  - (iv) 10 assignments and subordination of loans in respect of the shareholder's loan advanced and to be advanced to 9 direct and indirect wholly-owned subsidiaries of the Borrower.
- Repayment: The Borrower shall repay (i) the full principal amount of the loan under Tranche A Drawing together with all outstanding interest accrued thereon on the Tranche A Maturity Date and (ii) the full principal amount of the loan under Tranche B Drawing together with all outstanding interest accrued thereon on the Tranche B Maturity Date.
- Voluntary Prepayment: The Borrower may repay all or part of the Loan (but if in part, being an amount in the multiple of HK\$1,000,000) together with interest accrued thereon any time prior to the Maturity Date.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Borrower, the subsidiaries of the Borrower and the Guarantor are third parties independent of the Company and connected persons of the Company.

### **Funding of the Loan**

The Group will finance the loan by the internal resources of the Group or bank facilities.

### **Information of the Borrower**

The Borrower and its subsidiaries are principally engaged in the trading and production of building materials and investment in real estate in the PRC.

### **Information of the Group**

The Company is an investment holding company. The principal businesses of the Group comprise financial services, securities investment, trading of futures, and logistics and warehousing. Hao Tian Finance, an indirect subsidiary of the Company, is a money lender licenced in Hong Kong pursuant to the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong).

### **Reasons for, and benefits of, the Loan Agreement**

The terms of the Loan Agreement were negotiated on an arm's length basis between Hao Tian Finance and the Borrower. The Directors are of the view that the terms of the Loan Agreement were entered into on a normal commercial terms. The Loan is guaranteed by the Guarantor and is secured by, inter alia, the charges over the shares of and in, and assignments of shareholders' loans advanced to, the subsidiaries of a company listed on the Stock Exchange. Taking into account the satisfactory financial background of the Borrower and the Guarantor and that a stable revenue and cashflow stream from the interest income is expected, the Directors consider that the terms of the Loan Agreement and the entering into of the Loan Agreement are fair and reasonable and in the interests of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

The advance of the Loan constitutes financial assistance provided by the Company within the meaning of the Listing Rules.

According to Rule 14.22 of the Listing Rules, the Stock Exchange will aggregate a series of transactions and treat them as if there were one transaction if they are all completed within a 12-month period or are otherwise related. Hao Tian Finance has advanced a loan in the principal sum of HK\$50,000,000 to the Borrower on 15 June 2015 (the “Previous Loan”). In this regard, the Previous Loan and the Loan shall be aggregated in the calculation of the applicable percentage ratios (as defined in the Listing Rules) in accordance with Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the financial assistance given to the Borrower calculated on an aggregate basis was more than 5% but less than 25%, the Loan advanced under the Loan Agreement constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

As the amount of the financial assistance given to the Borrower does not exceed 8% of the assets ratio as defined under Rule 13.13 of the Listing Rules, the advance of the Loan is not subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

## **DEFINITIONS**

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

“Board”	the board of Directors;
“Borrower”	a company listed on the Main Board of the Stock Exchange, the borrower under the Loan Agreement;
“Business Day”	a day (other than a Saturday) on which commercial banks in Hong Kong are open for general banking transactions;

“Company”	Hao Tian Development Group 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;
“Directors”	the directors of the Company;
“Drawdown Date”	the date on which the Loan is drawdown;
“Group”	the Company and its subsidiaries;
“Guarantor”	an individual businessman, the guarantor who agrees to guarantee the liabilities of the Borrower under the Loan Agreement and the controlling shareholder of the Borrower;
“Hao Tian Finance”	Hao Tian Finance Company Limited, a limited liability company incorporated in Hong Kong and an indirect subsidiary of the Company and a licensed money lender under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong);
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Loan”	a loan in the aggregate principal amount of HK\$160,000,000 advanced by Hao Tian Finance to the Borrower;
“Loan Agreement”	the loan agreement dated 10 November 2015 entered into between Hao Tian Finance and the Borrower in respect of the Loan;

“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Tranche A Drawing”	a lump sum drawing of up to HK\$100,000,000 by the Borrower;
“Tranche B Drawing”	a lump sum drawing of up to HK\$60,000,000 by the Borrower;
“Tranche A Maturity Date”	the date falling on the expiry of 2-month period from the date of Tranche A Drawing;
“Tranche B Maturity Date”	the date falling on the expiry of 15-day period from the date of Tranche B Drawing; and
“%”	per cent.

By order of the Board  
**Hao Tian Development Group Limited**  
**Fok Chi Tak**  
*Executive Director*

Hong Kong, 10 November 2015

*As at the date of this announcement, the Board comprises three executive Directors, namely Mr. Xu Hai Ying, Dr. Zhiliang Ou, JP (Australia) and Mr. Fok Chi Tak and three independent non-executive Directors, namely Mr. Chan Ming Sun Jonathan, Mr. Lam Kwan Sing and Mr. Lee Chi Hwa, Joshua.*