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**BOCOM INTERNATIONAL HOLDINGS COMPANY LIMITED**

**交銀國際控股有限公司**

*(incorporated in Hong Kong with limited liability)*

**(Stock Code: 3329)**

## **DISCLOSEABLE TRANSACTIONS IN RELATION TO SECOND AMENDMENT AGREEMENTS**

Reference is made to the First Announcement of the Company dated 2 December 2019 whereby the Company contributed an aggregate amount of US\$30,000,000 to the Loan A pursuant to the Facility Agreement A and US\$30,000,000 to the Loan B pursuant to the Facility Agreement B. Reference is also made to the Second Announcement of the Company dated 12 March 2021 in relation to (i) the Transfer Agreement A and Transfer Agreement B whereby Lender B transferred by novation to the Company all of its rights and obligations under the Facility Agreement A and the Facility Agreement B relating to the Transferred Loan Commitment A in the aggregate amount of US\$2,500,000 and the Transferred Loan Commitment B in the aggregate amount of US\$2,500,000, respectively; and (ii) the First Amendment Agreement A and the First Amendment Agreement B whereby certain terms of the Facility Agreement A and Facility Agreement B are amended for the purpose of extending the repayment date of the Loans and contributing an additional amount of US\$3,500,000 respectively to each of the Additional Loan A and Additional Loan B by the Company.

### **SECOND AMENDMENT AGREEMENTS**

On 13 December 2022, the Company, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee entered into the Second Amendment Agreement A with Customer A to amend certain terms of the First Amendment Agreement A for the purpose of extending the repayment date and adjusting the interest rate of the Loan A. On the same day, the Company, the Other Lenders, the Guarantors, the Arranger, the Agent and the Security Trustee entered into the Second Amendment Agreement B with Customer B to amend certain terms of the First Amendment Agreement B for the purpose of extending the repayment date, adjusting the interest rate of the Loan B and replacing the guarantor for the Loan B.

## **LISTING RULES IMPLICATIONS**

Each of the provision of the Loan A pursuant to the Second Amendment Agreement A and the provision of the Loan B pursuant to the Second Amendment Agreement B constitutes financial assistance provided by the Company under Rule 14.04(1)(e) of the Listing Rules. As the highest applicable percentage ratio in relation to each of the Transactions is more than 5% but less than 25%, each of the Transactions constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

Reference is made to the First Announcement of the Company dated 2 December 2019 whereby the Company contributed an aggregate amount of US\$30,000,000 to the Loan A pursuant to the Facility Agreement A and US\$30,000,000 to the Loan B pursuant to the Facility Agreement B. Reference is also made to the Second Announcement of the Company dated 12 March 2021 in relation to (i) the Transfer Agreement A and Transfer Agreement B whereby Lender B transferred by novation to the Company all of its rights and obligations under the Facility Agreement A and the Facility Agreement B relating to the Transferred Loan Commitment A in the aggregate amount of US\$2,500,000 and the Transferred Loan Commitment B in the aggregate amount of US\$2,500,000, respectively; and (ii) the First Amendment Agreement A and the First Amendment Agreement B whereby certain terms of the Facility Agreement A and Facility Agreement B are amended for the purpose of extending the repayment date of the Loans and contributing an additional amount of US\$3,500,000 respectively to each of the Additional Loan A and Additional Loan B by the Company.

## **SECOND AMENDMENT AGREEMENTS**

On 13 December 2022, the Company, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee entered into the Second Amendment Agreement A with Customer A to amend certain terms of the First Amendment Agreement A. On the same day, the Company, the Other Lenders, the Guarantors, the Arranger, the Agent and the Security Trustee entered into the Second Amendment Agreement B with Customer B to amend certain terms of the First Amendment Agreement B.

The key amendments made by the Second Amendment Agreements to each of the First Amendment Agreements are summarised below:

**Key Amendments to First Amendment Agreement A made by the Second Amendment Agreement A**

- Maturity date : Repayment date of the Loan A shall be extended from the First Extended Repayment Date to the Final Repayment Date pursuant to the Second Amendment Agreement A.
- Interest rate : The interest rate of Loan A under the First Amendment Agreement A is 7% per annum. Pursuant to the Second Amendment Agreement A, the interest rate of the Loan A, for the period commencing on the First Extended Repayment Date and ending on the Final Repayment Date, shall be (i) 10% per annum; or (ii) 12% per annum if any of milestones as set forth in the Second Amendment Agreement A has not been satisfied.
- Mandatory prepayment event : Pursuant to the Second Amendment Agreement A, an additional mandatory prepayment event has been added whereby if there is a drawdown from the lender as specified in the Second Amendment Agreement A, Customer A shall prepay at least US\$50,000,000 of the Loan A within five business days after receipt of the loan monies from such drawdown.

**Key Amendments to First Amendment Agreement B made by the Second Amendment Agreement B**

- Maturity date : Repayment date of the Loan B shall be extended from the First Extended Repayment Date to the Final Repayment Date pursuant to the Second Amendment Agreement B.
- Interest rate : The interest rate of Loan B under the First Amendment Agreement B is 7% per annum. Pursuant to the Second Amendment Agreement B, the interest rate of the Loan B, for the period commencing on the First Extended Repayment Date and ending on the Final Repayment Date, shall be (i) 10% per annum; or (ii) 12% per annum if any of milestones as set forth in the Second Amendment Agreement B has not been satisfied.

- Mandatory prepayment event : Pursuant to the Second Amendment Agreement B, an additional mandatory prepayment event has been added whereby if there is a drawdown from the lender as specified in the Second Amendment Agreement B, Customer B shall prepay at least US\$50,000,000 of the Loan B within five business days after receipt of the loan monies from such drawdown.
- Security : Pursuant to the Second Amendment Agreement B and the New Guarantee B, Guarantor A has been replaced by Guarantor B as the sole guarantor of the Loan B. Save as disclosed, there is no other change on the guarantee provided for the Loan B.

## **INFORMATION OF THE COMPANY AND THE GROUP**

The Company is a company incorporated under the laws of Hong Kong and is principally engaged in the business of investment holding. The Group is engaged in securities brokerage and margin financing, corporate finance and underwriting, investment and loans and asset management and advisory business. The principal activities of the Group are to carry out regulated activities under the SFO through its licensed subsidiaries. The regulated activities carried out by the Company's licensed subsidiaries include dealing in securities and futures and advising on securities and futures contracts, providing securities margin financing, advising on corporate finance and providing asset management services.

## **INFORMATION OF CUSTOMER A, CUSTOMER B, THE OTHER LENDERS, THE GUARANTORS, THE ARRANGER, THE AGENT AND THE SECURITY TRUSTEE**

Customer A is a company incorporated under the laws of the British Virgin Islands with limited liability and is principally engaged in the business of investing.

Customer B is a company incorporated under the laws of the British Virgin Islands and is principally engaged in the business of investing.

Lender A is a company incorporated under the laws of Hong Kong with limited liability and is principally engaged in the business of lending. Lender B is a company incorporated under the laws of Hong Kong with limited liability and is principally engaged in the business of loan financing.

The Arranger is a company incorporated under the laws of Hong Kong with limited liability and is principally engaged in the business of lending.

The Agent is a company incorporated under the laws of Hong Kong with limited liability and is principally engaged in the provision of banking and related financial services.

The Security Trustee is a company incorporated under the laws of Hong Kong with limited liability and is principally engaged in the business of securities dealing.

Guarantor A is the sole shareholder of Customer A and Guarantor B is the sole shareholder of Customer B. The Guarantors are the co-founders of the Target Company.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Customer A, Customer B, the Other Lenders, the Guarantors, the Arranger, the Agent and the Security Trustee, and their respective ultimate beneficial owner(s) (where applicable) are third parties independent of the Company and connected persons of the Company.

## **REASONS FOR AND BENEFITS OF SECOND AMENDMENT AGREEMENTS**

The provision of loans is in the ordinary and usual course of business of the Group. The terms of the Second Amendment Agreements were arrived at by the parties thereto after arm's length negotiations, with reference to prevailing commercial practice. Having considered the financial background of Customer A and Customer B and the interest income to be received by the Group from Customer A and Customer B, the Directors consider that the terms of the Second Amendment Agreements are fair and reasonable and the Transactions are in the interest of the Company and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

Each of the provision of the Loan A pursuant to the Second Amendment Agreement A and the provision of the Loan B pursuant to the Second Amendment Agreement B constitutes financial assistance provided by the Company under Rule 14.04(1)(e) of the Listing Rules. As the highest applicable percentage ratio in relation to each of the Transactions is more than 5% but less than 25%, each of the Transactions constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Additional Loan A”            an additional term loan in the principal amount of up to US\$12,000,000 made available by the Company and Lender A to Customer A pursuant to the First Amendment Agreement A

“Additional Loan B”	an additional term loan in the principal amount of up to US\$12,000,000 made available by the Company and Lender A to Customer B pursuant to the First Amendment Agreement B
“Agent”	CMB Wing Lung Bank Limited
“Arranger”	CMB International Finance Limited
“Board”	the board of Directors
“Company”	BOCOM International Holdings Company Limited, a company incorporated in Hong Kong with limited liability, the issued shares of which are listed on the Stock Exchange (stock code: 3329)
“Customer A”	Xima Holdings Limited
“Customer B”	Touch Sound Limited
“Director(s)”	the director(s) of the Company
“Facility Agreement A”	the facility agreement entered into among the Company, Customer A, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee on 2 December 2019 in relation to the provision of Loan A
“Facility Agreement B”	the facility agreement entered into among the Company, Customer B, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee on 2 December 2019 in relation to the provision of Loan B
“Final Repayment Date”	10 March 2023
“First Amendment Agreement A”	the amendment agreement and the amended and restated facility agreement, both dated 12 March 2021 entered into among, the Company, Customer A, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee to amend certain terms of the Facility Agreement A

“First Amendment Agreement B”	the amendment agreement and the amended and restated facility agreement, both dated 12 March 2021 entered into among, the Company, Customer B, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee to amend certain terms of the Facility Agreement B
“First Amendment Agreements”	First Amendment Agreement A and First Amendment Agreement B
“First Announcement”	the announcement of the Company published on 2 December 2019
“First Extended Repayment Date”	13 December 2022
“Group”	the Company and its subsidiaries
“Guarantor A”	Mr. Yu Jianjun 余建軍
“Guarantor B”	Ms. Chen Yu Xin 陳宇昕
“Guarantors”	Guarantor A and Guarantor B
“Lender A”	CMB International Finance Limited
“Lender B”	CMBC Capital Finance Limited
“Lenders”	Lender A, Lender B and the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan A”	the loan in the principal amount of up to US\$50,000,000 under the Facility Agreement A
“Loan B”	the loan in the principal amount of up to US\$50,000,000 under the Facility Agreement B
“Loans”	Loan A and Loan B
“New Guarantee B”	the personal guarantee dated 13 December 2022 granted by Guarantor B in favour of the Security Trustee in connection with the Loan B
“Other Lenders”	Lender A and Lender B

“Second Amendment Agreement A”	the second amendment deed dated 13 December 2022 entered into among, the Company, Customer A, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee to amend certain terms of the First Amendment Agreement A
“Second Amendment Agreement B”	the second amendment deed dated 13 December 2022 entered into among, the Company, Customer B, the Other Lenders, the Guarantors, the Arranger, the Agent and the Security Trustee to amend certain terms of the First Amendment Agreement B
“Second Amendment Agreements”	Second Amendment Agreement A and Second Amendment Agreement B
“Second Announcement”	the announcement of the Company published on 12 March 2021
“Security Trustee”	CMB International Securities Limited
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
“percentage ratios”	has the same meaning as ascribed to it under the Listing Rules
“Shareholder(s)”	holder(s) of the ordinary shares of the Company
“Shares”	the ordinary shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the same meaning as ascribed to it under the Listing Rules
“Target Company”	a company incorporated under the laws of the Cayman Islands with limited liability
“Transactions”	the entering into of the Second Amendment Agreements
“Transfer Agreement A”	the transfer certificate dated 12 March 2021 entered into by Lender B, the Company and the Agent relating to the Transferred Loan Commitment A
“Transfer Agreement B”	the transfer certificate dated 12 March 2021 entered into by Lender B, the Company and the Agent relating to the Transferred Loan Commitment B



“Transferred Loan Commitment A”	a term loan facility in the aggregate principal amount of US\$2,500,000, being part of Lender B’s total loan commitment under the Facility Agreement A, transferred from Lender B to the Company under the Transfer Agreement A
“Transferred Loan Commitment B”	a term loan facility in the aggregate principal amount of US\$2,500,000, being part of Lender B’s total loan commitment under the Facility Agreement B, transferred from Lender B to the Company under the Transfer Agreement B
“US\$”	United States dollars, the lawful currency of United States of America
“%”	per cent.

By Order of the Board  
**BOCOM International Holdings Company Limited**  
**YI Li**  
*Company Secretary*

Hong Kong, 14 December 2022

*As at the date of this announcement, the Board comprises Mr. TAN Yueheng, Ms. ZHU Chen and Mr. CHENG Chuange as Executive Directors; Ms. PO Ying and Mr. WANG Xianjia as Non-executive Directors; and Mr. TSE Yung Hoi, Mr. MA Ning and Mr. LIN Zhijun as Independent Non-executive Directors.*