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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
THIRD AMENDMENT AGREEMENTS**

Reference is made to (i) the First Announcement of the Company dated 2 December 2019 whereby the Company contributed an aggregate amount of US\$30,000,000 to the Original Loan A pursuant to the Facility Agreement A and US\$30,000,000 to the Original Loan B pursuant to the Facility Agreement B; (ii) the Second Announcement of the Company dated 12 March 2021 in relation to (a) the Transfer Agreement A and the 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 (b) the First Amendment Agreement A and the First Amendment Agreement B whereby certain terms of the Facility Agreement A and the Facility Agreement B were amended for the purpose of extending the repayment date of the Original Loans to the First Extended Repayment Date and contributing an additional amount of US\$3,500,000 respectively to each of the Additional Loan A and the Additional Loan B by the Company; and (iii) the Third Announcement of the Company dated 14 December 2022 in relation to the Second Amendment Agreement A and the Second Amendment Agreement B whereby certain terms of the First Amendment Agreement A and the First Amendment Agreement B were amended for the purpose of extending the repayment date of the Original Loans to the Second Extended Repayment Date and adjusting the interest rates of the Original Loans.

THIRD AMENDMENT AGREEMENTS

On 8 June 2023, the Company, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee entered into the Third Amendment Agreement A with Customer A (i) to amend certain terms of the Restated Facility Agreement A for the purpose of, among others, further extending the repayment date and adjusting the interest rate of the Outstanding Loan A; and (ii) to waive (a) any default and/or event of default which has arisen under the Restated Facility Agreement A prior to the Effective Date solely due to the Non-Payments (Loan A); and (b) the payment of any default interest accrued under the Restated Facility Agreement A prior to the Effective Date on any unpaid sum in respect of the Non-Payments (Loan A). On the same day, the Company, the Other Lenders, the Guarantors, the Arranger, the Agent and the Security Trustee entered into the Third Amendment Agreement B with Customer B (i) to amend certain terms of the Restated Facility Agreement B for the purpose of, among others, further extending the repayment date and adjusting the interest rate of the Outstanding Loan B; and (ii) to waive (a) any default and/or event of default which has arisen under the Restated Facility Agreement B prior to the Effective Date solely due to the Non-Payments (Loan B); and (b) the payment of any default interest accrued under the Restated Facility Agreement B prior to the Effective Date on any unpaid sum in respect of the Non-Payments (Loan B).

LISTING RULES IMPLICATIONS

Each of the provision of the Outstanding Loan A pursuant to the Third Amendment Agreement A and the provision of the Outstanding Loan B pursuant to the Third 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 (i) the First Announcement of the Company dated 2 December 2019 whereby the Company contributed an aggregate amount of US\$30,000,000 to the Original Loan A pursuant to the Facility Agreement A and US\$30,000,000 to the Original Loan B pursuant to the Facility Agreement B; (ii) the Second Announcement of the Company dated 12 March 2021 in relation to (a) the Transfer Agreement A and the 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 (b) the First Amendment Agreement A and the First Amendment Agreement B whereby certain terms of the Facility Agreement A and the Facility Agreement B were amended for the purpose of extending the repayment date of the Original Loans to the First Extended Repayment Date and contributing an additional amount of US\$3,500,000 respectively to each of the Additional Loan A and the Additional Loan B by the Company; and (iii) the

Third Announcement of the Company dated 14 December 2022 in relation to the Second Amendment Agreement A and the Second Amendment Agreement B whereby certain terms of the First Amendment Agreement A and the First Amendment Agreement B were amended for the purpose of extending the repayment date of the Original Loans to the Second Extended Repayment Date and adjusting the interest rates of the Original Loans.

THIRD AMENDMENT AGREEMENTS

On 8 June 2023, the Company, the Other Lenders, Guarantor A, the Arranger, the Agent and the Security Trustee entered into the Third Amendment Agreement A with Customer A (i) to amend certain terms of the Restated Facility Agreement A for the purpose of, among others, further extending the repayment date and adjusting the interest rate of the Outstanding Loan A; and (ii) to waive (a) any default and/or event of default which has arisen under the Restated Facility Agreement A prior to the Effective Date solely due to the Non-Payments (Loan A); and (b) the payment of any default interest accrued under the Restated Facility Agreement A prior to the Effective Date on any unpaid sum in respect of the Non-Payments (Loan A). On the same day, the Company, the Other Lenders, the Guarantors, the Arranger, the Agent and the Security Trustee entered into the Third Amendment Agreement B with Customer B (i) to amend certain terms of the Restated Facility Agreement B for the purpose of, among others, further extending the repayment date and adjusting the interest rate of the Outstanding Loan B; and (ii) to waive (a) any default and/or event of default which has arisen under the Restated Facility Agreement B prior to the Effective Date solely due to the Non-Payments (Loan B); and (b) the payment of any default interest accrued under the Restated Facility Agreement B prior to the Effective Date on any unpaid sum in respect of the Non-Payments (Loan B). Each of the Third Amendment Agreements shall take effect on the Effective Date.

The key amendments made by the Third Amendment Agreements to each of the Restated Facility Agreements are summarised below:

Key Amendments to the Restated Facility Agreement A made by the Third Amendment Agreement A

Repayment : Pursuant to the Second Amendment Agreement A and the First Amendment Agreement A, (i) the Original Loan A shall be repaid on the Second Extended Repayment Date and the Additional Loan A shall be repaid on the Initial Repayment Date; and (ii) any repayment of the Loan A by Customer A shall be made together with an adjustment amount calculated in accordance with the Restated Facility Agreement A.

Under the Third Amendment Agreement A, the Outstanding Loan A shall be repaid in accordance with the following schedule and Customer A is no longer required to pay any adjustment amount on any repayment of the Outstanding Loan A.

<u>Date of Repayment</u>	<u>Amount of Repayment</u>
(1) 31 July 2023	US\$18,750,000
(2) 30 September 2023	US\$7,500,000
(3) 12 December 2023	The outstanding principal amount of the Outstanding Loan A

Failure by Customer A to comply with items (1) and (2) of the above repayment schedule will not constitute a default under the Third Amendment Agreement A but will constitute a margin event thereunder and cause the interest rate of the Outstanding Loan A to increase from 12% per annum to 14% per annum.

Interest rate : Pursuant to the Second Amendment Agreement A and the First Amendment Agreement A, the interest rate of the Original Loan A shall be (i) 10% per annum or (ii) 12% per annum if any of the milestones specified in the Second Amendment Agreement A has not been satisfied and the interest rate of the Additional Loan A shall be 7% per annum. Under the Third Amendment Agreement A, the interest rate of the Outstanding Loan A shall be (i) 12% per annum or (ii) 14% per annum if the margin event as specified in the Third Amendment Agreement A takes place and the interest shall start to accrue on the Interest Period Start Date (Loan A) and be payable on the Final Repayment Date.

Exit fee: : Pursuant to the Second Amendment Agreement A and the First Amendment Agreement A, Customer A is required to pay the Agent (for the account of the Lenders) an exit fee computed in accordance with the Restated Facility Agreement A if any of the exit events as specified therein takes place. Under the Third Amendment Agreement A, Customer A is no longer required to pay any exit fee on the Outstanding Loan A for the period commencing from the Effective Date and ending on the Final Repayment Date.

Security : Pursuant to the Third Amendment Agreement A, an additional collateral agreement is to be entered into between Customer A (as chargor) and the Security Trustee (as security trustee for the secured parties therein) in relation to the charge of certain shares in the Target Company held by Customer A.

Key Amendments to the Restated Facility Agreement B made by the Third Amendment Agreement B

Repayment : Pursuant to the Second Amendment Agreement B and the First Amendment Agreement B, (i) the Original Loan B shall be repaid on the Second Extended Repayment Date and the Additional Loan B shall be repaid on the Initial Repayment Date; and (ii) any repayment of the Loan B by Customer B shall be made together with an adjustment amount calculated in accordance with the Restated Facility Agreement B.

Under the Third Amendment Agreement B, the Outstanding Loan B shall be repaid in accordance with the following schedule and Customer B is no longer required to pay any adjustment amount on any repayment of the Outstanding Loan B.

<u>Date of Repayment</u>	<u>Amount of Repayment</u>
(1) 31 July 2023	US\$18,750,000
(2) 30 September 2023	US\$7,500,000
(3) 12 December 2023	The outstanding principal amount of the Outstanding Loan B

Failure by Customer B to comply with items (1) and (2) of the above repayment schedule will not constitute a default under the Third Amendment Agreement B but will constitute a margin event thereunder and cause the interest rate of the Outstanding Loan B to increase from 12% per annum to 14% per annum.

- Interest rate : Pursuant to the Second Amendment Agreement B and the First Amendment Agreement B, the interest rate of the Original Loan B shall be (i) 10% per annum or (ii) 12% per annum if any of the milestones specified in the Second Amendment Agreement B has not been satisfied and the interest rate of the Additional Loan B shall be 7% per annum. Under the Third Amendment Agreement B, the interest rate of the Outstanding Loan B shall be (i) 12% per annum or (ii) 14% per annum if the margin event as specified in the Third Amendment Agreement B takes place and the interest shall start to accrue on the Interest Period Start Date (Loan B) and be payable on the Final Repayment Date.
- Exit fee : Pursuant to the Second Amendment Agreement B and the First Amendment Agreement B, Customer B is required to pay the Agent (for the account of the Lenders) an exit fee computed in accordance with the Restated Facility Agreement B if any of the exit events as specified therein takes place. Under the Third Amendment Agreement B, Customer B is no longer required to pay any exit fee on the Outstanding Loan B for the period commencing from the Effective Date and ending on the Final Repayment Date.
- Security : Pursuant to the Third Amendment Agreement B, an additional collateral agreement is to be entered into between Customer B (as chargor) and the Security Trustee (as security trustee for the secured parties therein) in relation to the charge of certain shares in the Target Company held by Customer 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 THIRD AMENDMENT AGREEMENTS

The provision of loans is in the ordinary and usual course of business of the Group. The Third Amendment Agreements were entered into after the lapse of the repayment date of the Loans under the Second Amendment Agreements and the First Amendment Agreements due to (i) the disagreement among the Lenders in relation to the allocation of the partial repayments of the Loans made by Customer A and Customer B; and (ii) the failure to reach unanimous consensus on the terms of the Third Amendment Agreements by all the Lenders until early June 2023. The terms of the Third 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, the repayment schedule of the Outstanding Loan A and Outstanding Loan 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 Third 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 Outstanding Loan A pursuant to the Third Amendment Agreement A and the provision of the Outstanding Loan B pursuant to the Third 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
“Effective Date”	the date on which all of the conditions precedent specified under each of the Third Amendment Agreements have been fulfilled
“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 the Original 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 the Original Loan B
“Final Repayment Date”	12 December 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 dated 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
“Initial Repayment Date”	13 March 2023
“Interest Period Start Date (Loan A)”	means with respect to Original Loan A, 10 March 2023, and with respect to Additional Loan A, 13 March 2023
“Interest Period Start Date (Loan B)”	means with respect to Original Loan B, 10 March 2023, and with respect to Additional Loan B, 13 March 2023
“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”	Original Loan A and Additional Loan A
“Loan B”	Original Loan B and Additional Loan B
“Loans”	Loan A and Loan B
“Non-Payments (Loan A)”	means the failure of Customer A to make full repayment of (i) the Original Loan A and the interest accrued thereon by the Second Extended Repayment Date; and (ii) the Additional Loan A and the interest accrued thereon by the Initial Repayment Date
“Non-Payments (Loan B)”	means the failure of Customer B to make full repayment of (i) the Original Loan B and the interest accrued thereon by the Second Extended Repayment Date; and (ii) the Additional Loan B and the interest accrued thereon by the Initial Repayment Date

“Other Lenders”	Lender A and Lender B
“Original Loan A”	the loan in the principal amount of up to US\$50,000,000 under Facility Agreement A
“Original Loan B”	the loan in the principal amount of up to US\$50,000,000 under Facility Agreement B
“Original Loans”	Original Loan A and Original Loan B
“Outstanding Loan A”	means the outstanding principal amount of Loan A at the date of the Third Amendment Agreement A, being US\$34,127,733.33, of which the Company contributed an aggregate amount of US\$19,078,354
“Outstanding Loan B”	means the outstanding principal amount of Loan B at the date of the Third Amendment Agreement B, being US\$34,127,733.33, of which the Company contributed an aggregate amount of US\$19,078,354
“percentage ratio”	has the same meaning as ascribed to it under the Listing Rules
“Restated Facility Agreement A”	means the Facility Agreement A, as amended, supplemented and/or restated by the First Amendment Agreement A and the Second Amendment Agreement A
“Restated Facility Agreement B”	means the Facility Agreement B, as amended, supplemented and/or restated by the First Amendment Agreement B and the Second Amendment Agreement B
“Restated Facility Agreements”	Restated Facility Agreement A and Restated Facility Agreement 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
“Second Extended Repayment Date”	10 March 2023
“Security Trustee”	CMB International Securities Limited
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
“Shareholder(s)”	holder(s) of 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
“Third Amendment Agreement A”	the third amendment deed and the further amended and restated facility agreement, both dated 8 June 2023 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 Restated Facility Agreement A
“Third Amendment Agreement B”	the third amendment deed and the further amended and restated facility agreement, both dated 8 June 2023 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 Restated Facility Agreement B
“Third Amendment Agreements”	Third Amendment Agreement A and Third Amendment Agreement B
“Third Announcement”	the announcement of the Company dated 14 December 2022
“Transactions”	the entering into of the Third 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 the 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, 9 June 2023

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.