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中國泛海國際金融有限公司
CHINA OCEANWIDE INTERNATIONAL FINANCIAL LIMITED

(Formerly known as Quam Limited)
(Incorporated in Bermuda with limited liability)
(Stock Code: 952)

DISCLOSEABLE TRANSACTION
PROVISION OF FINANCIAL ASSISTANCE

Financial Adviser to China Oceanwide International Financial Limited



中國泛海企業融資
OCEANWIDE CAPITAL

THE FACILITY AGREEMENT

The Board is pleased to announce that the Lender, the Borrower and the Arranger entered into the Facility Agreement on 20 October 2017, pursuant to which the Lender agreed to provide the Borrower the Loan Facility in an amount of HK\$290,000,000.

LISTING RULES IMPLICATIONS

The provision of the Loan Facility constitutes provision of financial assistance under the Listing Rules. As the highest of the applicable percentage ratios under Chapter 14 of the Listing Rules exceeds 5% but is less than 25%, the Loan Facility granted under the Facility Agreement constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

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THE FACILITY AGREEMENT

The principal terms of the Facility Agreement are set out below:

Date:	20 October 2017
Lender:	Oceanwide Finance Limited
Borrower:	Company A

Arranger:	Oceanwide Securities Company Limited
Amount of the Loan Facility:	HK\$290,000,000
Purpose of the Loan Facility:	On Utilisation Date, the Borrower shall apply at least HK\$190,000,000 borrowed by it under the Loan Facility towards refinancing the Existing Loan. Thereafter the Borrower will apply certain amounts to pay professional fees such as legal fees and valuer fees and the balance of the Loan Facility shall be applied by the Borrower for general working capital purposes.
Availability period:	The Loan Facility shall be available for drawdown by the Borrower for a period no longer than three weeks from and including the date of the Facility Agreement (or such longer period as the Lender may agree in writing).
Repayment:	<ul style="list-style-type: none"> (i) the Loan Facility shall be repaid by the Borrower by one bullet repayment on the Repayment Date; (ii) the Borrower may not re-borrow any part of the Loan Facility which has been repaid; (iii) at the request of the Borrower, the Lender may at its sole and absolute discretion (but not obliged to) extend the Repayment Date to the Extended Repayment Date at such interest rate and pursuant to such terms and conditions to be agreed between the Borrower and the Lender.
Interest rate:	11% p.a. applicable as from the Utilisation Date up to and including the Repayment Date and accrued interest shall be paid on the last day of each interest period. If there is an Extended Repayment Date then it will be at such interest rate agreed between the Borrower and Lender at the relevant time when the Borrower seeks an extension of the Repayment Date.
Interest period:	Every one month and shall not extend beyond the Repayment Date or the Extended Repayment Date (as the case may be).
Arrangement fee:	2% of the amount of the Loan Facility, payable to the Arranger and is non-refundable and shall be payable by the Borrower to the Arranger on the Utilisation Date or on the last date of the availability period in the event that the Loan Facility has not been utilised during the availability period. In the event that the Repayment Date is extended to the Extended Repayment Date, the Borrower shall pay to the Arranger a further non-refundable arrangement fee equivalent to 2% of the amount of the Loan Facility.

Conditions precedent: Subject to a Utilisation Request being received by the Lender, the Loan Facility will be made available to the Borrower on the Utilisation Date upon satisfaction, among others, of the following conditions precedent:

- (i) the Lender has received all of the documents and other evidence as set out in the Facility Agreement in form and substance satisfactory to the Lender or otherwise waived by the Lender;
- (ii) no event of default is continuing or would result from the proposed loan under the Loan Facility; and
- (iii) the representations to be made by the Borrower are true in all material respects.

Security: The Mortgagor shall execute a legal charge in favour of the Lender by which the Mortgagor will charge the Property to the Lender to secure all monies due under the Loan Facility.

Personal guarantee: A deed of guarantee shall be executed by the Personal Guarantor in favour of the Lender to guarantee the Borrower's repayment of all monies due under the Loan Facility.

REASONS FOR AND THE BENEFITS OF ENTERING INTO THE FACILITY AGREEMENT

The terms of the Facility Agreement were arrived at after arm's length negotiations between the Lender (through the Arranger) and the Borrower. Taking into consideration of, among other things, (i) the appraised value of the Property as determined by an independent property valuer; (ii) the loan-to-value ratio of the Property charged; and (iii) interest income and arrangement fee income to be received by the Group, the Directors consider that the terms of the Facility Agreement are fair and reasonable and the provision of the Loan Facility is in the interests of the Company and the Shareholders as a whole.

INFORMATION OF THE GROUP

The Group is principally engaged in (i) discretionary and non-discretionary dealing services for securities, futures and options, securities placing and underwriting services, margin financing and money lending services, insurance broking and wealth management services; (ii) corporate finance advisory and general advisory services; (iii) fund management, discretionary portfolio management and portfolio management advisory services; (iv) investor relation, online advertising and financial information services; and (v) investment holding and securities trading.

INFORMATION OF THE OBLIGORS

The Borrower is a company incorporated in Hong Kong with limited liability. Its principal business is investment holding.

The Mortgagor is a director of the Borrower and the sole owner of the Property.

The Personal Guarantor is a director and the sole shareholder of the Borrower.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Obligors are Independent Third Parties.

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DEFINITIONS

Unless the context otherwise requires, capitalised terms used in this announcement shall have the following meanings:

“Arranger”	Oceanwide Securities Company Limited, an indirect wholly-owned subsidiary of the Company and a corporation licensed to carry out type 1 regulated activity (dealing in securities), type 2 regulated activity (dealing in futures contract), type 4 regulated activity (advising on securities), type 6 regulated activity (advising on corporate finance) and type 9 regulated activity (asset management) under the SFO
“Board”	the board of Directors
“Borrower”	Company A, a company incorporated under the laws of Hong Kong
“Company”	China Oceanwide International Financial Limited (formerly known as Quam Limited), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange (Stock code: 952)
“Director(s)”	the director(s) of the Company
“Existing Loan”	an existing loan of HK\$190,000,000 granted to the Borrower pursuant to a facility agreement dated 26 May 2017
“Extended Repayment Date”	the date falling 24 months from the Utilisation Date
“Facility Agreement”	the secured term loan facility agreement dated 20 October 2017 entered into among the Lender, the Borrower and the Arranger in relation to the provision of the Loan Facility
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong Dollar(s), the lawful currency of Hong Kong

“Independent Third Parties”	persons or companies who/which are not connected with (within the meaning of the Listing Rules) and are independent of the directors, chief executives and substantial shareholders of the Company and its subsidiaries or any of their respective associates
“Lender”	Oceanwide Finance Limited, an indirect wholly-owned subsidiary of the Company incorporated under the laws of Hong Kong and a registered money lender holding a valid money lenders license under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and is principally engaged in the business of money lending
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Facility”	a secured term loan facility in an amount of HK\$290,000,000
“Mortgagor”	Mr. B
“Obligors”	the Borrower, the Mortgagor and the Personal Guarantor
“Personal Guarantor”	Ms. C
“Property”	a residential property in Hong Kong
“Repayment Date”	the date falling 12 months following the Utilisation Date
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Utilisation Date”	the date of utilisation of the Loan Facility, being the date on which the Loan Facility is to be made by the Lender and for the avoidance of doubt such date shall be the same in each Utilisation Request
“Utilisation Request”	the form of notice to be given by the Borrower to the Lender requesting utilisation of the Loan Facility on Utilisation Date
“%”	per cent

On behalf of the Board
China Oceanwide International Financial Limited
HAN Xiaosheng
Chairman

Hong Kong, 20 October 2017

As at the date of this announcement, the board of directors of China Oceanwide International Financial Limited comprises five executive directors, namely Mr. HAN Xiaosheng, Mr. ZHANG Bo, Mr. ZHANG Xifang, Mr. LIU Hongwei and Mr. Kenneth LAM Kin Hing; four non-executive directors, namely Mr. Bernard POULIOT, Mr. LIU Bing, Mr. FENG Henian and Mr. ZHAO Xiaoxia; and four independent non-executive directors, namely Mr. Roy LO Wa Kei, Mr. KONG Aiguo, Mr. HE Xuehui and Mr. HUANG Yajun.