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## **ICube Technology Holdings Limited**

### **中國微電子科技集團有限公司\***

*(English name to be renamed as “China Jinhai International Group Limited”)*

*(Chinese name to be renamed as “中國金海國際集團有限公司\*”)*

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 139)**

## **DISCLOSEABLE TRANSACTION: GRANT OF LOAN FACILITY TO A THIRD PARTY**

### **GRANT OF THE LOAN FACILITY**

The Board announces that, after the trading hours on 14 November 2014, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower the Loan Facility with a principal amount of HK\$75,000,000. The Loan Facility can be drawn down at any time within a period of 12 months from the date of the Loan Agreement. The loan bears interest at a rate of the Prime Rate plus two point five percent per annum.

### **LISTING RULES IMPLICATION**

The grant of the Loan Facility itself constitutes a discloseable transaction for the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Loan Facility exceed 5% but are less than 25%, the grant of the Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders' approval requirement.

### **GRANT OF THE LOAN FACILITY**

The board (“Board”) of directors (“Directors”) of ICube Technology Holdings Limited (“Company”, together with its subsidiaries, the “Group”) announces that, after the trading hours on 14 November 2014, Top Billion Finance Limited (“Lender”), an indirect wholly-owned subsidiary of the Company as the lender, entered into a loan agreement (“Loan Agreement”) with Cordoba Homes Limited (“Borrower”), an independent third party, as the borrower, pursuant to which the Lender agreed to grant a revolving loan facility (“Loan Facility”) with the principal amount of HK\$75,000,000 (“Facility Amount”) to the Borrower for a term of 12 months from the date of the Loan Agreement.

## The Loan Agreement

The principal terms of the Loan Agreement are summarised as follows:

|   |   |
|---|---|
| Date of the Loan Agreement                                | 14 November 2014 (after trading hours)  |
| Drawdown date of the Loan (“Drawdown Date”)               | The Loan Facility can be drawn down at any time within a period of 12 months from the date of the Loan Agreement  |
| Lender  | Top Billion Finance Limited, a limited company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and an indirect wholly-owned subsidiary of the Company. Top Billion Finance Limited is a licensed money lender in Hong Kong under the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong)   |
| Borrower  | <p>Cordoba Homes Limited, a company incorporated in the British Virgin Islands with limited liability</p> <p>To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, each of the Borrower and its ultimate beneficial owners is a third party independent of the Company and the connected persons (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“Listing Rules”)) of the Company</p> |
| Loan Facility   | A revolving loan facility of HK\$75,000,000 to be made available to the Borrower by the Lender subject to and upon the terms and conditions of the Loan Agreement   |
| Final repayment date of the loan (“Final Repayment Date”) | means 12 months from the date of the Loan Agreement   |
| Repayment   | The Borrower shall repay the full amount of the loan drawn under the Loan Facility and the outstanding interest accrued thereon on the Final Repayment Date   |
| Early repayment   | The Borrower may at any time after the drawdown of the loan by prior written notice prepay all or part of such loan   |
| Interest  | Interest shall accrue at the rate of Prime Rate plus two point five percent per annum, whereas “Prime Rate” means the rate announced from time to time by The Hongkong and Shanghai Banking Corporation Limited as its prime rate for lending Hong Kong Dollars. Interest shall accrue daily and shall be payable on a quarterly basis from the date of the Loan Agreement  |



*As at the date of this announcement, the Board comprises:*

**Executive Directors**

Mr. Wong Howard

*(Chairman and Chief Executive Officer)*

Dr. Kwong Kai Sing, Benny

*(Managing Director)*

Mr. Wong Yat Fai

Ms. Davis Angela Hendricks

**Independent Non-executive Directors**

Mr. Li Chi Ming

Mr. Kwok Chi Kwong

Mr. Chen Youchun

Mr. Frank H. Miu

Mr. Tsang Wing Ki

\* *for identification purposes only*