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**中國富佑集團有限公司**  
**China For You Group Company Limited**

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

**(Stock Code: 572)**

**DISCLOSEABLE TRANSACTION:  
PROVISION OF FINANCIAL ASSISTANCE AND  
ADVANCE TO AN ENTITY  
AND  
OPTION TO ACQUIRE 66% EQUITY INTERESTS OF  
AN ASSOCIATE**

On 30 September 2015, Globally Finance, an indirect wholly owned subsidiary of the Company, as lender and IAL as borrower entered into the Loan Agreement pursuant to which Globally Finance has agreed to grant the Loan Facility in the amount of up to HK\$29 million to IAL for a term of five years.

In accordance with the terms of the Loan Agreement, Mr. Siu, the holder of 66% issued share capital of IAL, has on 30 September 2015 executed the conditional Option Deed in favour of Globally Finance pursuant to which Mr. Siu shall grant the Call Option to Globally Finance to allow the later to acquire 66% issued share capital of IAL at the Option Price.

As the applicable percentage ratios under the Listing Rules exceed 5% but are less than 25%, the entering into of the Loan Agreement and the Option Deed 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 granted to IAL exceeds 8% under the assets ratio as defined under Rule 13.13 of the Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

On 30 September 2015, Globally Finance, an indirect wholly owned subsidiary of the Company, as lender and IAL as borrower entered into the Loan Agreement pursuant to which Globally Finance has agreed to grant the Loan Facility in the amount of HK\$29 million to IAL for a term of five years. A summary of the principal terms of the Loan Agreement is set out below.

## **THE LOAN AGREEMENT**

Date: 30 September 2015

Parties: (1) Globally Finance as lender  
(2) IAL as borrower

Globally Finance is a company incorporated in Hong Kong and is an indirect wholly owned subsidiary of the Company.

IAL is a company incorporated in the British Virgin Islands and is owned as to 34% by the Group and as to 66% by Mr. Siu, an Independent Third Party. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, IAL and its ultimate beneficial owner are Independent Third Parties.

CWSI is a company incorporated in Hong Kong with limited liability and is wholly owned by IAL. CWSI is a licensed corporation holding licenses to carry out Type 1 (Dealing in Securities) and Type 4 (Advising on Securities) regulated activities under the SFO.

Pursuant to the Loan Agreement, Globally Finance has agreed to grant the Loan Facility in the amount of HK\$29 million to IAL subject to and conditional upon the terms and conditions set out in the Loan Agreement.

Without Globally Finance's prior written consent, IAL shall not use all or part of the Loan(s) for any purpose other than for the purpose of financing CWSI.

To the best of the Directors' knowledge and information, the Directors are not aware of any default by IAL in the past.

Facility Sum: HK\$29 million

Interest rate: The Loans shall not bear interest. In the event of default in repayment of the Loans, the default interest rate shall be 24% per annum.

Repayment Date: the date falling on the fifth anniversary of the date of the Loan Agreement (or such other date as Globally Finance and IAL may agree in writing) or such earlier date of repayment as demanded by Globally Finance.

Pursuant to the Agreement, Globally Finance shall have the overriding right at any time by written notice to IAL to demand early repayment of the Loan Facility drawn and all interest accrued thereon and IAL shall within ten business days from the date of such notice repay the Loan(s).

IAL shall have the right to prepay the whole or any part of the Loan(s) subject to prior notification to Globally Finance.

Condition: The obligation of Globally Finance to advance Loan(s) to IAL under the Loan Agreement shall be subject to the fulfillment of the following conditions on or before 16 October 2015 (or such other date as Globally Finance and IAL may agree):

- (a) all necessary approvals, consents, authorizations and licenses in relation to the transactions contemplated under the Loan Agreement having been obtained;

- (b) all representations and warranties made by IAL in the Loan Agreement or in connection therewith shall be true and correct with the same effect as made on and as of the relevant drawdown date(s) with reference to the facts and circumstances then subsisting;
- (c) no event of default shall have occurred;
- (d) Globally Finance having received such other documents, evidence and financial and other information relating to any matter contemplated under the Loan Agreement and security documents (including the Option Deed and the Share Charge) as Globally Finance may require; and
- (e) if necessary, the passing of necessary resolutions by the Shareholders at an extraordinary general meeting of the Company to be held and convened to approve the Loan Agreement and the transactions contemplated thereunder.

Collateral: Globally Finance has the right to request IAL to provide further collaterals and/or security documents in its discretion.

### **Funding of the Loan Facility**

The Group will finance the Loan Facility with its internal resources.

### **THE OPTION DEED**

In accordance with the terms of the Loan Agreement, Mr. Siu, the holder of 66% issued share capital of IAL, has on 30 September 2015 executed the conditional Option Deed in favour of Globally Finance pursuant to which Mr. Siu shall grant the Call Option to Globally Finance to allow the later to acquire 66% issued share capital of IAL at the Option Price.

Date: 30 September 2015

Parties: (1) Globally Finance as grantee

(2) Mr. Siu as the Grantor

Mr. Siu is a Hong Kong citizen and a merchant. Mr. Siu is the holder of 66% issued share capital of IAL and is an Independent Third Party.

**Call Option:** Subject to the condition of the Option Deed, in consideration of one (1) Hong Kong dollar paid by Globally Finance to Mr. Siu which Mr. Siu acknowledges the receipt thereof, Mr. Siu irrevocably grants to Globally Finance the Call Option to require Mr. Siu to sell the 66% issued share capital of IAL to Globally Finance at the Option Price within the Exercise Period subject to and upon the terms and conditions of the Option Deed.

The Call Option may be exercised in full or partially at the sole discretion of Globally Finance.

**Exercise Period:** the period of five years from the date of the Option Deed.

**Condition:** the exercise of the Call Option shall be conditional upon Globally Finance having obtained or satisfied any and all necessary relevant statutory and regulatory requirements, approvals and consents in relation to the transactions contemplated thereof (including but not limited to any approval from the Securities and Futures Commission in respect of the change in shareholdings of IAL as a result of the exercise of the Call Option).

**Option Price:** Unless otherwise agreed by the parties to this Deed in writing, the Option Price shall be determined by the following formula:

In the event that CWSI would record accumulated net profits (“**Accumulated Net Profits**”) as shown in the Management Accounts as at the date of exercise of the Call Option:

Option Price = HK\$6.6 million + (Accumulated Net Profits of CWSI x (HK\$6.6 million/(HK\$10 million + total loan amount owed by IAL from Globally Finance)))

In the event that CWSI would record accumulated net losses (“**Accumulated Net Losses**”) as shown in the Management Accounts as at the date of exercise of the Call Option:

Option Price = HK\$6.6 million – (Accumulated Net Losses of CWSI x (HK\$6.6 million/(HK\$10 million + total loan amount owed by the Company from Globally Finance)))

For the avoidance of doubts, the minimum Option Price in respect of all the 66% issued share capital of CWSI shall be US\$1,320.

For the purpose of the Option Price, the management accounts of CWSI (the “**Management Accounts**”) shall be the latest unaudited management accounts prepared by CWSI and approved by the Grantee.

Upon exercise of the Call Option, IAL will become a wholly owned subsidiary of the Company and the results of IAL and CWSI will be consolidated with the results of the Group.

For the avoidance of doubt, the repayment of the Loans drawn under the Loan Facility shall not affect the rights of Globally Finance under the Option Deed and subject to the terms and conditions of the Option Deed, Globally Finance shall be entitled to exercise the Call Option at any time during the Exercise Period before or after full repayment of the Loans.

## **INFORMATION ON THE GROUP AND GLOBALLY FINANCE**

The Group is now principally engaged in (a) trading and related services; (b) investment in listed securities and property in Hong Kong; and (c) money lending business in Hong Kong.

Globally Finance is a company incorporated in Hong Kong with limited liability and is principally engaged in money lending and related business in Hong Kong. To the best of the Directors’ knowledge, information and belief, Globally Finance holds a valid Money Lenders Licence under the provisions of the Money Lenders Ordinance (Cap. 163, the laws of Hong Kong) to carry out its business.

## **REASONS FOR THE LOAN AGREEMENT AND THE OPTION DEED**

The grant of the Loan Facility to IAL is in the ordinary and usual course of business of the Group on normal commercial terms within the meaning of the Listing Rules.

The terms of the Loan Agreement are negotiated on an arm's length basis between Globally Finance and IAL with regarding to, among others, the financial background of IAL and the funding need of CWSI. The terms of the Loan Agreement are entered into on a normal commercial terms based on the credit policy of Globally Finance. The terms of the Loan are determined with reference to the prospects of CWSI.

CWSI commences its business in September 2015 and there will be funding needs for CWSI. CWSI will initially provide brokerage services to clients for trading in securities listed on the SEHK and margin and IPO financings to its clients and will further expand to other related area in future.

The Directors are optimistic to the securities market development in Hong Kong and consider that there will be business prospects in CWSI. The grant of Loan Facility to IAL with the Call Option will allow the Group to have a stake in CWSI but will also limit the risks of the Group as the Group will be entitled to recover the principal amount of the Loan(s) in the unlikely event that the business of CWSI would not perform as expected.

The Directors consider that the granting of the Loan Facility constitutes provision of financial assistance by the Group under the Listing Rules. Taking into account of the Call Option, the Directors consider that the entering into of the Loan Agreement and the terms and conditions of the Loan Agreement and the Option Deed are fair and reasonable and in the interest of the Company and its Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As the applicable percentage ratios under the Listing Rules exceed 5% but are less than 25%, the entering into of the Loan Agreement and the Option Deed 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 granted to IAL exceeds 8% under the assets ratio as defined under Rule 13.13 of the Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

## DEFINITIONS

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

“Board”	the board of Directors
“Call Option”	the call option granted by Mr. Siu in favour of Globally Finance to acquire 66% issued share capital of IAL in accordance with the terms of the Option Deed
“Company”	China For You Group Company Limited, a company incorporated in the Cayman Islands with limited liability the issued shares of which are listed on the Main Board of the Stock Exchange
“connected person”	has the meaning ascribed to it in the Listing Rules
“CWSI”	Central Wealth Securities Investment Limited, a company incorporated in Hong Kong and a subsidiary of IAL
“Director(s)”	the director(s) of the Company
“Exercise Period”	the exercise period of five years from the date of the Option Deed
“Globally Finance”	Globally Finance Limited, a company incorporated in Hong Kong with limited liability and the lender under the Loan Agreement
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China



“IAL”	Instant Achieve Limited, a company incorporated in the British Virgin Islands and is owned as to 34% by the Group and as to 66% by an Independent Third Party
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third party(ies) independent of the Company and its connected persons in accordance with the Listing Rules
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Loan(s)”	the loan(s) to be drawn by IAL under the Loan Facility to be granted by Globally Finance to IAL under the Loan Agreement
“Loan Agreement”	the loan agreement dated 30 September 2015 and entered into between IAL as borrower and Globally Finance as lender in relation to the grant of the Loan Facility of up to HK\$29 million
“Loan Facility”	the loan facility to be granted by Globally Finance under the Loan Agreement to IAL
“Mr. Siu”	Mr. Siu Gee Tai, who holds 66% issued share capital of IAL
“Option Deed”	the option deed dated 30 September 2015 and executed by Mr. Siu in favour of Globally Finance
“Option Price”	the option price to be payable by Globally Finance upon exercise of the Call Option
“Shareholders”	holders of the Shares

“Shares”	ordinary shares of HK\$0.001 each in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

By order of the Board  
**China For You Group Company Limited**  
**Chen Huaide**  
*Chairman*

Hong Kong, 30 September 2015

*As of the date of this announcement, the Board comprises (i) five executive Directors, namely Mr. Chen Huaide, Mr. Lau Fai Lawrence, Mr. Siu Yun Fat, Mr. Yang Yang, Mr. Yu Qingrui; and (ii) three independent non-executive Directors, namely Mr. Chan Yee Por, Simon, Mr. Siu Siu Ling, Robert and Mr. Tam Tak Wah.*