

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



信達國際控股有限公司
CINDA INTERNATIONAL HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock code: 111)

DISCLOSEABLE TRANSACTION – SUBSCRIPTION OF BONDS

THE SUBSCRIPTION

On 18 December 2023 (after trading hours), the Company has subscribed through the Lead Managers to the offer of the Additional Bonds by the Issuer, and such order was confirmed and the Company has been allocated with the Additional Bonds in the total subscription amount of RMB28 million (equivalent to approximately HK\$30.8 million) on 18 December 2023 (after trading hours), at a consideration of RMB28 million (equivalent to approximately HK\$30.8 million), exclusive of transaction costs.

The Additional Bonds were offered by the Issuer pursuant to the Subscription Agreement entered into among the Issuer, the Guarantor, CICL as one of the Lead Managers and other Lead Managers. Under the Subscription Agreement, the Lead Managers, severally and not jointly, agree to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Additional Bonds in the respective principal amounts as set out in the Subscription Agreement. The Subscription is subject to certain sell-back rights after a minimum holding period of one year after such Subscription pursuant to the repurchase undertaking granted by the Issuer and the Guarantor to the Company. Should such sell-back rights being exercised, it may or may not constitute a notifiable transaction of the Company under the Listing Rules. The Company will make further announcement in accordance with the Listing Rules as and when appropriate, should such sell-back rights being exercised.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Subscription exceeds 5% but all of them are less than 25%, the Subscription constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements but exempt from the Shareholder's approval requirement under Chapter 14 of the Listing Rules.

THE SUBSCRIPTION

The order to subscribe

Date: 18 December 2023

Parties:

1. The Company as subscriber
2. CICL, a direct wholly-owned subsidiary of the Company, as one of the joint global coordinators, joint lead managers and joint bookrunners, and other Lead Managers to the offer of the Additional Bonds by the Issuer

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, the Lead Managers (other than CICL) and their respective ultimate beneficial owners are Independent Third Parties.

The Subscription was funded partly from the Company's internal resources and partly from credit facilities available to the Company. The Additional Bonds will be accounted for as investments in the accounts of the Company.

The Subscription Agreement

The Additional Bonds were offered by the Issuer pursuant to the Subscription Agreement entered into among the Issuer, the Guarantor, CICL as one of the Lead Managers and other Lead Managers. Under the Subscription Agreement, the Lead Managers, severally and not jointly, agree to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Additional Bonds in the respective principal amounts as set out in the Subscription Agreement. The Subscription is subject to certain sell-back rights after a minimum holding period of one year after such Subscription pursuant to the repurchase undertaking granted by the Issuer and the Guarantor to the Company. Should such sell-back rights being exercised, it may or may not constitute a notifiable transaction of the Company under the Listing Rules. The Company will make further announcement in accordance with the Listing Rules as and when appropriate, should such sell-back rights being exercised.

Salient terms of the Subscription Agreement are summarised below:

Pursuant to the terms of the Subscription Agreement, the obligations of the Lead Managers to subscribe and pay for, or to procure subscribers to subscribe and pay for the Additional Bonds are conditional upon the compliance with the conditions set out therein, which include, among other things, (i) the execution and issue and, as the case may be, delivery of the Transaction Documents (other than the Subscription Agreement) on or before the Closing Date by the respective parties; and (ii) the MOX having agreed, subject to any conditions reasonably satisfactory to the Lead Managers, to list the Bonds. The Lead Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the conditions (other than condition (i) as mentioned above).

If any of the Lead Managers shall, prior to the time at which the net subscription moneys for the Additional Bonds are paid to the Issuer, fail to, or indicate that it does not intend to, subscribe and pay for any of the Additional Bonds agreed to be subscribed and paid for by such Lead Manager under the Subscription Agreement (the “**Defaulted Additional Bonds**”), and such failure or indication shall constitute a default in the performance of its obligations under the Subscription Agreement, the remaining Lead Managers shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Defaulted Additional Bonds, and if such non-defaulting Lead Managers do not purchase all the Defaulted Additional Bonds, the Subscription Agreement will terminate without liability to any of the Lead Managers, the Issuer or the Guarantor. Any Defaulted Additional Bonds subscribed shall be subscribed at the price that would have been payable in respect of the Defaulted Additional Bonds by the relevant defaulting Lead Manager. Commissions that would be payable in respect of the Defaulted Additional Bonds to a defaulting Lead Manager shall instead be paid pro rata to the non-defaulting Lead Managers subscribing the Defaulted Additional Bonds.

The Issuer (failing whom the Guarantor) agrees to pay to each Lead Manager a commission as set out in a principal fee letter to be entered into by and between the Issuer, the Guarantor with each Lead Manager separately on or before the Closing Date. In this connection, CICL will receive a commission under such principal fee letter as well as a service fee pursuant to the service agreement entered into with the Guarantor, which are determined between the parties on an arm’s length basis with reference to the prevailing market rate.

Principal terms of the Bonds

Issuer:	Shandong Qihe International (Singapore) Pte. Ltd.
Guarantor:	Qihe Urban Investment and Construction Group Co., Ltd
The Additional Bonds:	CNY78 million 7.8% guaranteed bonds due 2026 to be consolidated and form a single series with the Issuer’s existing CNY418.5 million 7.8% guaranteed bonds due 2026 issued on 23 November 2023 on the Consolidation Date
Total subscription amount by the Company:	RMB28 million (equivalent to approximately HK\$30.8 million)

Guarantee:	The Guarantor will unconditionally and irrevocably guarantee the due and punctual payment of all sums from time to time payable by the Issuer under the Additional Bonds and the Trust Deed. The Guarantor's obligations in that respect are contained in the Deed of Guarantee.
Issue price:	The Additional Bonds will be issued at 100% of their principal amount plus accrued interest in respect of the period from (and including) 23 November 2023 to (but excluding) the Additional Bonds issue date.
Form and denomination:	The Additional Bonds will be issued in registered form in the specified denomination of CNY1,000,000 and integral multiples of CNY10,000 in excess thereof.
Original Bonds Issue Date:	23 November 2023
Additional Bonds issue date:	28 December 2023
Maturity Date:	23 November 2026
Interest:	The Bonds will bear interest on their outstanding principal amount from and including the Original Bonds Issue Date at the rate of 7.8% per annum, payable semi-annually in arrear in equal instalments of CNY390 per CNY10,000 in principal amount of the Bonds (the calculation amount, as define in the Conditions) on 23 May and 23 November in each year, commencing on 23 May 2024.
Consolidation Date:	The day falling 7 business days (as defined in the Conditions) after the registration conditions (as defined in the Conditions) in the case of the Additional Bonds are satisfied.
Status of the Bonds:	The Bonds will constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Issuer under the Bonds, save for such exceptions as may be provided by applicable laws and regulations, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

Status of the guarantee:	The Guarantor's obligations under the Guarantee are contained in the Deed of Guarantee. The Guarantee will constitute direct, unsubordinated, unconditional and unsecured obligations of the Guarantor which will at all times rank pari passu with all other present and future unsecured obligations of the Guarantor, save for such exceptions as may be provided by applicable laws and regulations.
Negative pledge:	The Bonds will contain a negative pledge provision, as further described in the Conditions.
Final redemption:	Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their principal amount on the Maturity Date.
Redemption for taxation reasons:	The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice, which shall specify the date for redemption and the method by which payment shall be made to the Bondholders in accordance with the Conditions (which notice shall be irrevocable) and in writing to the Trustee and the Principal Paying Agent, at their principal amount together with any interest accrued to, but excluding, the date fixed for redemption in the event of certain changes affecting taxes of Singapore or the PRC, as further described in the Conditions.
Redemption for Relevant Events:	Following the occurrence of a change of control (as defined in the Conditions) or a non-registration event (as defined in the Conditions) (each a " Relevant Event "), the Bondholder of any Bond will have the right, at such Bondholder's option, to require the Issuer to redeem in whole, but not in part, of such Bondholder's Bonds on the put settlement date (as defined in the Conditions) at 101% (in the case of a redemption for a change of control) or 100% (in the case of a redemption for a non-registration event) of their principal amount, together in each case with any interest accrued to but excluding the relevant put settlement date, as further described in the Conditions.

- Further issues: The Issuer may from time to time without the consent of the Bondholders create and issue further bonds having the same terms and conditions as the Bonds in all respects.
- Listing: Application will be made to the MOX for the listing of the Additional Bonds by way of debt issues to MOX Professional Investors only.

INFORMATION OF THE ISSUER AND THE GUARANTOR

According to the supplemental offering circular of the Bonds issued by the Issuer (the “**Supplemental Offering Circular**”), the Issuer was incorporated as a limited company under the laws of Singapore. The Issuer’s group is the leading entity in infrastructure construction industry in Qihe County, Shandong Province, the PRC. The Guarantor was incorporated in the PRC with limited liability. The Issuer is an indirect wholly-owned subsidiary of the Guarantor. The Issuer and the Guarantor are stated-owned enterprises wholly-owned by Qihe SASAB, and the Issuer group’s business has grown significantly by virtue of its close relationship with the local government of Qihe County. The Issuer’s group is primarily engaged in infrastructure construction, trading and other businesses.

As at the date of this announcement, to the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, the Issuer and its ultimate beneficial owners (including but not limited to the Guarantor) are Independent Third Parties.

INFORMATION OF THE GROUP AND CICL

The Group is principally engaged in the provision of asset management, corporate finance advisory services, securities brokering, and commodities and futures brokering.

CICL, a direct wholly-owned subsidiary of the Company, is a licensed corporation to carry out business in Type 1 (Dealing in Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the SFO. CICL is principally engaged in the provision of corporate finance services.

REASONS FOR AND BENEFITS OF THE SUBSCRIPTION

The Group subscribed for the Additional Bonds for investment purpose. The Directors consider that the Subscription provides the Group with an opportunity to balance and diversify its investment portfolio, increases the Group's experience on urban investment bonds and influence in the Shandong region of the PRC, as well as enables the Group to generate stable return. The Subscription also supports the development of the Group's structural finance business and is in line with the Group's growth strategy.

The Directors consider that the terms of the Subscription, the Subscription Agreement and the Conditions (including but not limited to the commission and the service fee to which CICL is entitled) are on normal commercial terms which are fair and reasonable and the Subscription is in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Subscription exceeds 5% but all of them are less than 25%, the Subscription constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements but exempt from the Shareholder's approval requirement under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Agency Agreement”	the Original Agency Agreement and the Supplemental Agency Agreement
“Board”	the board of Directors
“Bondholder(s)”	the person(s) who is or are for the time being the holder(s) of the Bonds
“Additional Bonds”	CNY78 million 7.8% guaranteed bonds due 2026 to be consolidated and form a single series with the Issuer's existing CNY418.5 million 7.8% guaranteed bonds due 2026 issued on 23 November 2023 on the Consolidation Date

“Additional Deed of Guarantee”	the additional deed of guarantee in respect of the Additional Bonds to be entered into by the Guarantor in favour of the Trustee
“Bonds”	the Original Bonds and the Additional Bonds
“CICL”	Cinda International Capital Limited, a direct wholly-owned subsidiary of the Company and a licensed corporation to carry out business in Type 1 (Dealing in Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the SFO
“Closing Date”	28 December 2023, or such later date, not being later than 14 days after the proposed issue date, as the Issuer, the Guarantor and the Lead Managers may agree
“Company”	Cinda International Holdings Limited, a company incorporated in Bermuda with limited liability, whose issued shares are listed on the Main Board of the Stock Exchange (stock code: 111)
“Conditions”	the terms and conditions of the Bonds
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Consolidation Date”	the day falling 7 business days (as defined in the Conditions) after the registration conditions (as defined in the Conditions) in the case of the Additional Bonds are satisfied
“CNY” or “RMB”	Renminbi, the lawful currency of the PRC
“Deed of Guarantee”	the Original Deed of Guarantee and the Additional Deed of Guarantee
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries

“Guarantor”	Qihe Urban Investment and Construction Group Co., Ltd* (齊河城投建設集團有限公司), information of which is stated in the section headed “INFORMATION OF THE ISSUER AND THE GUARANTOR” in this announcement
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third party(ies) independent of and not connected with the Company and its connected persons
“Issuer”	Shandong Qihe International (Singapore) Pte. Ltd., information of which is stated in the section headed “INFORMATION OF THE ISSUER AND THE GUARANTOR” in this announcement
“Lead Managers”	CICL and other joint lead managers as named in the Subscription Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Macao”	the Macao Special Administrative Region of the PRC
“Maturity Date”	23 November 2026
“MOX”	Chongwa (Macao) Financial Asset Exchange Co., Ltd.
“MOX Professional Investors”	has the meaning as defined in Section 11 of the Guideline on Provision and Distribution of Financial Products (Circular 033/B/2010-DSB/AMCM) and in Section 2.1.6 of the Guideline on the Issuance of Bonds (Circular no. 009/B/2019-DSB/AMCM) promulgated by the Monetary Authority of Macao
“Original Agency Agreement”	the agency agreement dated 23 November 2023 entered into between the Issuer, the Guarantor, the Trustee and the Principal Paying Agent (in the capacity as the principal paying agent, registrar, transfer agent and the other agents named therein)

“Original Bonds”	7.8% guaranteed bonds in the aggregate principal amount of CNY418.5 million due 2026 issued on 23 November 2023
“Original Bonds Issue Date”	23 November 2023
“Original Deed of Guarantee”	the deed of guarantee dated on 23 November 2023 in respect of the Original Bonds entered into by the Guarantor and the Trustee
“Original Trust Deed”	the trust deed dated 23 November 2023 entered into among the Issuer, the Guarantor and the Trustee
“Principal Paying Agent”	CMB Wing Lung Bank Limited
“PRC”	The People’s Republic of China, which, for the purpose of this announcement, excludes Hong Kong, Macao and Taiwan
“Qihe SASAB”	Qihe County People’s Government State-owned Assets Supervision and Administration Bureau
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), including its amendments from time to time
“Shareholder(s)”	holder(s) of the issued shares of the Company
“Singapore”	the Republic of Singapore
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription of the Additional Bonds by the Company through the Lead Managers in the total subscription amount of RMB28 million (equivalent to approximately HK\$30.8 million)
“Subscription Agreement”	the subscription agreement dated 18 December 2023 entered into among the Issuer, the Guarantor, CICL as one of the Lead Managers and other Lead Managers in relation to the Additional Bonds

“Supplemental Agency Agreement”	a supplemental agency agreement in respect of the Additional Bonds between the Issuer, the Guarantor, the Trustee, the Principal Paying Agent (in the capacity as the principal paying agent, registrar, transfer agent and the other agents named therein) which is supplemental to the Original Trust Deed
“Supplemental Trust Deed”	a supplemental trust deed to be entered between the Issuer, the Guarantor and the Trustee which is supplemental to the Original Trust Deed
“Transaction Documents”	collectively, the Subscription Agreement, the Trust Deed, the Deed of Guarantee and the Agency Agreement
“Trustee”	CMB Wing Lung (Trustee) Limited
“Trust Deed”	the Original Trust Deed and the Supplemental Trust Deed
“%”	per cent

By Order of the Board
Cinda International Holdings Limited
Zhang Xunyuan
Executive Director and Chief Executive Officer

Hong Kong, 19 December 2023

In this announcement, amounts denominated in RMB are translated into HK\$ on the basis of RMB1.00 = HK\$1.10. The conversion rate is for illustration purposes only and should not be taken as a representation that RMB have been, could have been or could actually be converted into HK\$ at such rate or at all.

* *English name of the entities are transliteration of their Chinese names for reference only and shall not be regarded as their formal names.*

As at the date hereof, the Board comprises:

<i>Executive Directors:</i>	Mr. Zhang Yi	<i>(Chairman)</i>
	Mr. Zhang Xunyuan	<i>(Chief Executive Officer)</i>
	Mr. Lau Mun Chung	<i>(Deputy Chief Executive Officer)</i>

<i>Independent Non-executive Directors:</i>	Mr. Xia Zhidong
	Mr. Liu Xiaofeng
	Mr. Zheng Minggao

Website: <http://www.cinda.com.hk>