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ETERNITY INVESTMENT LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 764)

DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board announces that, on 25 November 2013 (after trading hours of the Stock Exchange):

- (a) the Loan Agreement 1 was entered into between Hong Kong Builders as lender and Customer H as borrower. Pursuant to the Loan Agreement 1, Hong Kong Builders has conditionally agreed to grant Customer H the Loan 1 in the principal amount of HK\$50.00 million for a term of two years from the date of drawdown; and
- (b) the Loan Agreement 2 was entered into between Hong Kong Builders as lender and Customer I as borrower. Pursuant to the Loan Agreement 2, Hong Kong Builders has conditionally agreed to grant Customer I the Loan 2 in the principal amount of HK\$50.00 million for a term of two years from the date of drawdown.

The principal terms of the Loan Agreement 1 and the Loan Agreement 2 are set out in the paragraph headed “The Loan Agreement 1” and “The Loan Agreement 2” in this announcement respectively.

LISTING RULES IMPLICATION

Given that Mr. Y is a 50% ultimate beneficial owner of Customer H and the ultimate beneficial owner of Customer I, the grant of the Loan 1 to Customer H under the Loan Agreement 1 and the grant of the Loan 2 to Customer I under the Loan Agreement 2 are aggregate in accordance with Rules 14.22 of the Listing Rules.

As three of the relevant applicable percentage ratios (as defined under the Listing Rules) in respect of the grant of the Loans in the aggregate principal amount of HK\$100.00 million under the Loan Agreements are more than 5% but less than 25%, the grant of the Loans in the aggregate principal amount of HK\$100.00 million under the Loan Agreements constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is only subject to the announcement requirement of the Listing Rules.

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- (a) the Loan Agreement 1 was entered into between Hong Kong Builders as lender and Customer H as borrower. Pursuant to the Loan Agreement 1, Hong Kong Builders has conditionally agreed to grant Customer H the Loan 1 in the principal amount of HK\$50.00 million for a term of two years from the date of drawdown; and
- (b) the Loan Agreement 2 was entered into between Hong Kong Builders as lender and Customer I as borrower. Pursuant to the Loan Agreement 2, Hong Kong Builders has conditionally agreed to grant Customer I the Loan 2 in the principal amount of HK\$50.00 million for a term of two years from the date of drawdown.

The Loan Agreement 1

The principal terms of the Loan Agreement 1 are summarised as follows:

Date	:	25 November 2013
Lender	:	Hong Kong Builders, a licensed money lender in Hong Kong
Borrower	:	Customer H
Principal amount of the Loan 1	:	HK\$50.00 million
Interest rate	:	12.00% per annum
Security	:	A personal guarantee given by Mr. Y in favour of Hong Kong Builders as a security for all the obligations and liabilities of Customer H under the Loan Agreement 1.
Repayment date	:	The date immediately after the expiry of a period two years as from the date of drawdown
Repayment	:	Customer H shall repay (i) the interest on a quarterly basis in arrears and (ii) the principal amount of the Loan 1 together with any accrued and unpaid interest in one lump sum in full on the repayment date.

- Prepayment : Customer H may at any time prepay the Loan 1 in full together with the accrued interest by giving not less than ten business days' prior written notice to Hong Kong Builders before the repayment date.
- Conditions precedent : The Loan Agreement 1 is conditional upon the fulfillment of the following conditions:
- (a) the publication of an announcement of the Company in relation to the Loan Agreement 1 and the transactions contemplated thereunder in compliance with Chapter 14 of the Listing Rules;
 - (b) Hong Kong Builders having received a personal guarantee duly and properly executed by Mr. Y in favour of Hong Kong Builders as a security for all obligations and liabilities of Customer H under the Loan Agreement 1;
 - (c) all representations and warranties made by Customer H in the Loan Agreement 1 or in connection therewith being true and correct with the same effect as though made on and as of date of drawdown with reference to the facts and circumstances then subsisting;
 - (d) no event of default having occurred and no potential event of default having occurred (or being likely to occur as a result of the Loan 1 being made); and
 - (e) Hong Kong Builders having received and found satisfactory such additional information and documents relating to Customer H of the Loan Agreement 1 as Hong Kong Builders may reasonably require.
- Long stop date : 9 December 2013 (or such later date as Hong Kong Builders and Customer H may agree in writing).

The Loan Agreement 2

The principal terms of the Loan Agreement 2 are summarised as follows:

Date	:	25 November 2013
Lender	:	Hong Kong Builders, a licensed money lender in Hong Kong
Borrower	:	Customer I
Principal amount of the Loan 2	:	HK\$50.00 million
Interest rate	:	12.00% per annum
Security	:	A personal guarantee given by Mr. Y in favour of Hong Kong Builders as a security for all the obligations and liabilities of Customer I under the Loan Agreement 2.
Repayment date	:	The date immediately after the expiry of a period two years as from the date of drawdown
Repayment	:	Customer I shall repay (i) the interest on a quarterly basis in arrears and (ii) the principal amount of the Loan 2 together with any accrued and unpaid interest in one lump sum in full on the repayment date.
Prepayment	:	Customer I may at any time prepay the Loan 2 in full together with the accrued interest by giving not less than ten business days' prior written notice to Hong Kong Builders before the repayment date.

Conditions precedent : The Loan Agreement 2 is conditional upon the fulfillment of the following conditions:

- (a) the publication of an announcement of the Company in relation to the Loan Agreement 2 and the transactions contemplated thereunder in compliance with Chapter 14 of the Listing Rules;
- (b) Hong Kong Builders having received a personal guarantee duly and properly executed by Mr. Y in favour of Hong Kong Builders as a security for all obligations and liabilities of Customer I under the Loan Agreement 2;
- (c) all representations and warranties made by Customer I in the Loan Agreement 2 or in connection therewith being true and correct with the same effect as though made on and as of date of drawdown with reference to the facts and circumstances then subsisting;
- (d) no event of default having occurred and no potential event of default having occurred (or being likely to occur as a result of the Loan 2 being made); and
- (e) Hong Kong Builders having received and found satisfactory such additional information and documents relating to Customer I of the Loan Agreement 2 as Hong Kong Builders may reasonably require.

Long stop date : 9 December 2013 (or such later date as Hong Kong Builders and Customer I may agree in writing).

Funding of the Loans

The Loans will be financed by the internal resources of the Company.

Information on Customer H, Customer I and Mr. Y

Customer H is a company incorporated in Hong Kong with limited liability and the principal activity of which is investment holding. Customer I is a company incorporated in the British Virgin Islands with limited liability and the principal activity of which is investment holding. Mr. Y is a merchant engaging business in Hong Kong and Mainland China. Mr. Y is a director of Customer H and Customer I, a 50% ultimate beneficial owner of Customer H and the ultimate beneficial owner of Customer I. To the best of the knowledge, information and belief of the Directors having made all reasonable enquires, Customer H, Customer I and their respective ultimate beneficial owners, and Mr. Y are third parties independent of the Company and its connected persons (as defined under the Listing Rules).

Information on the Group and Hong Kong Builders

The Company is an investment holding company and its subsidiaries are principally engaged in distribution of films, sub-licensing of film rights, sale of financial assets, provision of management services to the concierge department of a gaming promoter, property investment and money lending.

Hong Kong Builders is a money lender licensed in Hong Kong under the provisions of the Money Lenders Ordinance. Hong Kong Builders conducts money lending business in Hong Kong through the provision of secured and unsecured loans to customers.

Reasons for and benefits of the Loan Agreements

As money lending is one of the principal activities of the Group, the grant of the Loans to Customer H and Customer I under the Loan Agreements are in the ordinary and usual course of business of the Group.

The terms of the Loan Agreements are negotiated on an arm's length basis between Hong Kong Builders, Customer H and Customer I. The Directors are of the view that the terms of the Loan Agreements are on normal commercial terms. Given that a stable interest income would be generated from the Loans under the Loan Agreements, the Directors consider that the grant of the Loans under the Loan Agreements are fair and reasonable and in the interests of the Company and its shareholders as a whole.

LISTING RULES IMPLICATION

Given that Mr. Y is a 50% ultimate beneficial owner of Customer H and the ultimate beneficial owner of Customer I, the grant of the Loan 1 to Customer H under the Loan Agreement 1 and the grant of the Loan 2 to Customer I under the Loan Agreement 2 are aggregate in accordance with Rule 14.22 of the Listing Rules.

As three of the relevant applicable percentage ratios (as defined under the Listing Rules) in respect of the grant of the Loans in the aggregate principal amount of HK\$100.00 million under the Loan Agreements are more than 5% but less than 25%, the grant of the Loans in the aggregate principal amount of HK\$100.00 million under the Loan Agreements constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is only subject to the announcement requirement of the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Company”	Eternity Investment Limited, a company incorporated in Bermuda with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange
“Customer H”	a company incorporated in Hong Kong with limited liability, being a borrower
“Customer I”	a company incorporated in the British Virgin Islands with limited liability, being a borrower
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hong Kong Builders”	Hong Kong Builders Finance Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loans”	the Loan 1 and the Loan 2
“Loan 1”	the secured loan in the principal amount of HK\$50.00 million granted to Customer H under the Loan Agreement 1
“Loan 2”	the secured loan in the principal amount of HK\$50.00 million granted to Customer I under the Loan Agreement 2
“Loan Agreements”	the Loan Agreement 1 and the Loan Agreement 2
“Loan Agreement 1”	the loan agreement dated 25 November 2013 entered into between Hong Kong Builders as lender and Customer H as borrower relating to the grant of the Loan 1

“Loan Agreement 2”	the loan agreement dated 25 November 2013 entered into between Hong Kong Builders as lender and Customer I as borrower relating to the grant of the Loan 2
“Money Lenders Ordinance”	the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Mr. Y”	a director of Customer H and Customer I, a 50% ultimate beneficial owner of Customer H and the ultimate beneficial owner of Customer I
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of the Hong Kong
“%”	per cent.

By Order of the Board
Eternity Investment Limited
Lei Hong Wai
Chairman

Hong Kong, 25 November 2013

As at the date of this announcement, the Board comprises three executive Directors, namely, Mr. Lei Hong Wai, Mr. Cheung Kwok Wai, Elton and Mr. Chan Kin Wah, Billy; one non-executive Director, namely, Mr. Cheung Kwok Fan; and three independent non-executive Directors, namely, Mr. Wan Shing Chi, Mr. Ng Heung Yan and Mr. Wong Tak Chuen.