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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 24 February 2014 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Hong Kong Builders as lender and Customer K as borrower. Pursuant to the Loan Agreement, Hong Kong Builders has conditionally agreed to grant the Loan in the principal amount of HK\$85.00 million to Customer K for a term of one year from the date of drawdown.

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

#### **LISTING RULES IMPLICATION**

As two of the relevant applicable percentage ratios (as defined under the Listing Rules) in respect of the grant of the Loan are more than 5% but less than 25%, the grant of the Loan under the Loan Agreement 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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## **The Loan Agreement**

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

Date	:	24 February 2014
Lender	:	Hong Kong Builders, a licensed money lender in Hong Kong
Borrower	:	Customer K
Principal amount of the Loan	:	HK\$85.00 million
Interest rate	:	10.00% per annum, payable monthly
Default interest rate	:	12.00% per annum on the default payment from the date of default until the sum is paid.
Security	:	A personal guarantee given by Mr. X in favour of Hong Kong Builders as a security for all the obligations and liabilities of Customer K under the Loan Agreement.
Available period	:	The Loan is available for drawing during a period of 30 days (or such other number of days as Hong Kong Builders and Customer K may agree in writing) from the first business day after the fulfillment of all conditions precedent as set out below.
Repayment date	:	The date immediately after the expiry of a period of one year as from the date of drawdown.
Repayment	:	Customer K shall repay the principal amount of the Loan in full together with any accrued interest on the repayment date.
Prepayment	:	Customer K may at any time during the term of the Loan repay the Loan 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.

Hong Kong Builders shall have right at any time during the term of the Loan to demand Customer K to prepay the Loan in full together with the accrued interest by giving not less than ten business days' prior written notice to Customer K before the repayment date.

- Conditions precedent : The Loan Agreement is conditional upon the fulfillment of the following conditions:
- (a) the publication of an announcement of the Company, in relation to the Loan Agreement 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. X in favour of Hong Kong Builders as a security for all obligations and liabilities of Customer K under the Loan Agreement;
  - (c) all representations and warranties made by Customer K in the Loan Agreement or in connection therewith being true and correct with the same effect as though made on and as of the 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 being made); and
  - (e) Hong Kong Builders having received and found satisfactory such additional information and documents relating to Customer K may reasonably require.
- Long stop date : 3 March 2014 (or such later date as Hong Kong Builders and Customer K may agree in writing).

### **Funding of the Loan**

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

### **Information on Customer K and Mr. X**

Customer K is a company incorporated in Hong Kong with limited liability and its principal activity is logistics. Mr. X is a merchant engaging business in Hong Kong, a director and the ultimate beneficial owner of Customer K. To the best of the knowledge, information and belief of the Directors having made all reasonable enquires, Customer K and Mr. X 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 grant of the Loan**

As money lending is one of the principal activities of the Group, the grant of the Loan under the Loan Agreement to Customer K is in the ordinary and usual course of business of the Group.

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

## **LISTING RULES IMPLICATION**

As two of the relevant applicable percentage ratios (as defined under the Listing Rules) in respect of the grant of the Loan are more than 5% but less than 25%, the grant of the Loan under the Loan Agreement 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 K”	a company incorporated in Hong Kong with limited liability

“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
“Loan”	the secured loan in the principal amount of HK\$85.00 million
“Loan Agreement”	the loan agreement dated 24 February 2014 and entered into between Hong Kong Builders as lender and Customer K as borrower relating to the grant of the Loan
“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. X”	a director and the ultimate beneficial owner of Customer K
“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, 24 February 2014

*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.*