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COL Capital Limited

(Incorporated in Bermuda with limited liability)

(Stock Code: 383)

MAJOR TRANSACTION RELATING TO THE PROVISION OF LOAN

The Board announced that on 27 June 2012 (after trading hours), the Lender, an indirect wholly-owned subsidiary of the Company, entered into the Loan Agreement with the Borrowers and the Securing Parties, pursuant to which the Lender has agreed to lend to the Borrowers a short term loan of principal amount of HK\$400 million. The Loan is to be secured by (i) the Lucky Full Share Mortgage; (ii) the Union Profit Share Mortgage; (iii) the Sunshine City Share Mortgage; (iv) the Tide Holdings Share Mortgage; (v) the Think Future Share Mortgage 1; (vi) the Think Future Share Mortgage 2; (vii) the Lucky Full Debenture; (viii) the Union Profit Debenture; (ix) the Think Future Deed of Assignment and Subordination 1; (x) the Think Future Deed of Assignment and Subordination 2; and any other documents executed from time to time by whatever person as a further guarantee of or security for all or any part of the Borrowers' obligations under the Loan Agreement.

As the relevant Percentage Ratios for the making of the Loan under Rule 14.07 exceeds 25% but is below 100%, the granting of the Loan constitutes a major transaction for the Company and is subject to approval by Shareholders. The Company has obtained a written shareholder's approval for the Loan from Vigor Online which holds approximately 71.56% of the total issued share capital of the Company as at the date of the Loan Agreement.

Accordingly, no general meeting for the Shareholders' approval of the Loan will be held. A circular containing details of the Loan will be despatched to the Shareholders on or before 19 July 2012.

THE LOAN AGREEMENT

Date: 27 June 2012

Lender: Join Capital Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company

Borrower 1: Lucky Full Investment Limited, a company incorporated in Hong Kong with limited liability

Borrower 2: Union Profit International Limited, a company incorporated in Hong Kong with limited liability

(Borrower 1 and Borrower 2 shall collectively be referred to as the “Borrowers”)

Securing Party 1: Think Future Investments Limited, a company incorporated in British Virgin Islands with limited liability

Securing Party 2: Tide Holdings (H.K.) Limited, a company incorporated in Hong Kong with limited liability

Securing Party 3: Sunshine City (China) Limited, a company incorporated in Hong Kong with limited liability

(Securing Party 1, Securing Party 2 and Securing Party 3 shall collectively be referred to as the “Securing Parties”)

To the best knowledge, information and belief of the Directors having made all reasonable enquiry and as confirmed by the Borrowers, save for the Group’s holding of approximately 33.33% of the issued share capital of Think Future, the Borrowers and their ultimate beneficial owners are Independent Third Parties not connected with the Company and connected persons of the Company.

PRINCIPAL TERMS OF THE LOAN AGREEMENT

Principal Amount of the Loan: a short term loan of aggregate amount in the limit of up to Hong Kong Dollar Four Hundred Million (HK\$400,000,000) consisting as to (i) Hong Kong Dollar Three Hundred and Eight Million (HK\$308,000,000) to Borrower 1, and (ii) Hong Kong Dollar Ninety Two Million (HK\$92,000,000) to Borrower 2 (or other foreign currency equivalent thereof as shall be agreed by the parties in writing)

Term: A period of one month. The Borrowers are entitled to make early and full repayment of the Loan without penalty by giving at least three Banking Days’ prior written notice to the Lender

Purpose: The Loan shall be applied and used by the Borrowers for its short term general working capital purpose

Interest: 12% per annum, payable upon the repayment date of the Loan

- Security Documents:** (1) The Share Mortgages
(2) The Debentures
(3) The Deeds of Assignment and Subordination

Share Mortgages: The Share Mortgages comprise of the:–

- (a) Lucky Full Share Mortgage in respect of the mortgage of one (1) share, representing the entire issued share capital of the Borrower 1 duly executed by Sunshine City;
- (b) Union Profit Share Mortgage in respect of the mortgage of one (1) share, representing the entire issued share capital of the Borrower 2 duly executed by Sunshine City;
- (c) Sunshine City Share Mortgage in respect of the mortgage of one (1) share, representing the entire issued share capital of Sunshine City duly executed by Tide Holdings;
- (d) Tide Holdings Share Mortgage in respect of the mortgage of one (1) share, representing the entire issued share capital of Tide Holdings duly executed by Think Future;
- (e) Think Future Share Mortgage 1 in respect of the mortgage of two hundred (200) shares, representing approximately 22.22% of the entire issued share capital of Think Future duly executed by Jian Xiang Limited, an independent third party; and
- (f) Think Future Share Mortgage 2 in respect of the mortgage of four hundred (400) shares, representing approximately 44.45% of the entire issued share capital of Think Future duly executed by Great Kingdom Holdings Limited, an independent third party.

Debentures: The Debentures comprise of the: –

- (a) Lucky Full Debenture executed by the Borrower 1 and the Lender in connection with the provision of security for the Loan; and
- (b) Union Profit Debenture executed by the Borrower 2 and the Lender in connection with the provision of security for the Loan.

Deeds of Assignment

and Subordination: The Deeds of Assignment and Subordination comprise of the: –

- (a) Think Future Deed of Assignment and Subordination 1 of an amount of HK\$20,632,772 due from Think Future to Jian Xiang Limited executed by Jian Xiang Limited and Think Future in favour of the Lender; and
- (b) Think Future Deed of Assignment and Subordination 2 of an amount of HK\$40,000,000 due from Think Future to Great Kingdom Holdings Limited executed by Great Kingdom Holdings Limited and Think Future in favour of the Lender.

Others:

The Borrowers and the Securing Parties have jointly and severally undertaken with the Lender that it shall enter into and shall procure the entering into of such further other mortgage, charge, pledge, corporate or personal guarantee or any other securities as a continuing security as required or demanded by the Lender in its absolute and sole discretion from time to time.

The terms of the Loan Agreement and the Security Documents were arrived at after arm's length negotiations between the Lender, the Borrowers and the Securing Parties. The Lender is a licensed money lender and its principal activity is the provision of financial services.

The provision of the Loan is a transaction carried out as part of the ordinary and usual course of business activities of the Lender. The Loan will be funded by borrowings of the Group. The terms of the Loan including the interest rate were determined with reference to the commercial practice and the terms of doing business of those companies engaging in money lending business in Hong Kong.

The Directors consider that the transactions contemplated by the Loan Agreement is on normal commercial terms and the terms of the Loan Agreement and the Security Documents are fair and reasonable and are in the interests of the Company and its Shareholders as a whole having considered the current market norm in relation to similar transactions and having taken into account the interest to be received by the Lender. As such, the Company will receive monetary benefits, representing the difference between the costs of borrowing and interest to be received, in providing the Loan.

If upon the exercise of the Lender's rights under the Security Documents constitutes a notifiable transaction for the Company, the Company will comply with such disclosure requirements as required by Chapter 14 of the Listing Rules.

INFORMATION ON THE GROUP

The principal business of the Company is investment holding and through its subsidiaries engaged in securities trading and investments, provision of financial services, property investment and strategic investment.

INFORMATION ON THE BORROWER

The principal business of Borrower 1 and Borrower 2 is investment holding and property development in PRC respectively. The Borrowers have collectively bid for a piece of land of 161 Mu in Zhu Jia Jiao County, Shanghai, PRC and plan to develop the same into a showcase project comprising health industry headquarters and base, offering health and care services packages to the elderly.

REASONS FOR PROVISION OF THE LOAN

The Lender is a licensed money lender and its principal activity is provision of financial services. The provision of the Loan is a transaction carried out as part of the ordinary and usual course of business activities of the Lender and will provide interest income to the Lender.

The Loan will be recorded as loan receivable under current asset of the Group.

IMPLICATIONS UNDER THE LISTING RULES

As the relevant Percentage Ratios for the making of the Loan exceeds 25% but is below 100%, the granting of the Loan constitutes a major transaction of the Company pursuant to Chapter 14 of the Listing Rules. The granting of the Loan is subject to approval by Shareholders. The Company has obtained a written shareholder's approval for the Loan from Vigor Online which holds approximately 71.56% of the total issued share capital of the Company as at the date of the Loan Agreement. Accordingly, no general meeting for the Shareholders' approval of the Loan will be held. As no Shareholder has a material interest in the Loan which is different from other shareholders of the Company, no Shareholder is required to abstain from the voting in respect of the Loan. A circular containing details of the Loan will be despatched to the Shareholders on or before 19 July 2012.

The granting of the Loan constitutes an advance to an entity pursuant to Rule 13.13 of the Listing Rules, details of which as required under Rule 13.15 of the Listing Rules have been disclosed in this announcement. The Company will comply with the disclosure requirement under Rule 13.20 of the Listing Rules so long as circumstances leading to such disclosure obligation continue to exist.

DEFINITIONS

“Banking Day”	a day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Board”	the board of Directors of the Company

“Borrower 1”	Lucky Full Investment Limited, a company incorporated in Hong Kong with limited liability and wholly and beneficially owned by Sunshine City
“Borrower 2”	Union Profit International Limited, a company incorporated in Hong Kong with limited liability and wholly and beneficially owned by Sunshine City
“Borrowers”	collectively Borrower 1 and Borrower 2
“Company”	COL Capital Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Debentures”	collectively the Lucky Full Debenture and the Union Profit Debenture
“Deeds of Assignment and Subordination”	collectively the Think Future Deed of Assignment and Subordination 1 and the Think Future Deed of Assignment and Subordination 2
“Directors”	the directors of the Company
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	party(ies) who, together with his/her ultimate beneficial owner(s) is/are persons independent of the Company and its connected persons
“Lender”	Join Capital Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Listing Rules”	Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“Loan”	means a short term loan of aggregate amount in the limit of up to Hong Kong Dollar Four Hundred Million (HK\$400,000,000) consisting as to (i) Hong Kong Dollar Three Hundred and Eight Million (HK\$308,000,000) to Borrower 1, and (ii) Hong Kong Dollar Ninety Two Million (HK\$92,000,000) to Borrower 2 (or other foreign currency equivalent thereof as shall be agreed by the parties in writing)
“Loan Agreement”	the loan agreement dated 27 June 2012 and entered into between the Lender, the Borrowers and the Securing Parties relating to the granting of the Loan
“Lucky Full Debenture”	the debenture to be entered into between the Borrower 1 and the Lender
“Lucky Full Share Mortgage”	the share mortgage to be entered into between Sunshine City and the Lender in respect of one issued share capital of HK\$1.00 each of Borrower 1
“Percentage Ratio(s)”	percentage ratio(s) as set out in Rule 14.07 of the Listing Rules to be applied for determining the classification of a transaction
“PRC”	The People’s Republic of China
“Security Documents”	collectively the Share Mortgages, the Debentures and the Deeds of Assignment and Subordination
“Securing Party 1”	Think Future
“Securing Party 2”	Tide Holdings
“Securing Party 3”	Sunshine City
“Securing Parties”	collectively Securing Party 1, Securing Party 2 and Securing Party 3
“Share(s)”	ordinary share(s) of HK\$0.01 each in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the Shares

“Share Mortgages”	collectively Lucky Full Share Mortgage, Union Profit Share Mortgage, Sunshine City Share Mortgage, Tide Holdings Share Mortgage, Think Future Share Mortgage 1 and Think Future Share Mortgage 2
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Sunshine City”	Sunshine City (China) Limited, a company incorporated in Hong Kong with limited liability and wholly and beneficially owned by Tide Holdings
“Sunshine City Share Mortgage”	the share mortgage to be entered into between Tide Holdings and the Lender in respect of one issued share of HK\$1.00 each of Sunshine City
“Think Future”	Think Future Investments Limited, a company incorporated in British Virgin Islands with limited liability
“Think Future Deed of Assignment and Subordination 1”	the deed of assignment and subordination to be executed by Jian Xiang Limited and Think Future in favour of the Lender
“Think Future Deed of Assignment and Subordination 2”	the deed of assignment and subordination to be executed by Great Kingdom Holdings Limited and Think Future in favour of the Lender
“Think Future Share Mortgage 1”	the share mortgage to be entered into between Jian Xiang Limited and the Lender in respect of 200 issued shares of US\$1.00 each of Think Future
“Think Future Share Mortgage 2”	the share mortgage to be entered into between Great Kingdom Holdings Limited and the Lender in respect of 400 issued shares of US\$1.00 each of Think Future
“Tide Holdings”	Tide Holdings (H.K.) Limited, a company incorporated in Hong Kong with limited liability and wholly and beneficially owned by Think Future
“Tide Holdings Share Mortgage”	the share mortgage to be entered into between Think Future and the Lender in respect of one issued share of HK\$1.00 each of Tide Holdings
“Union Profit Debenture”	the debenture to be entered into between the Borrower 2 and the Lender

“Union Profit Share Mortgage”	the share mortgage to be entered into between Sunshine City and the Lender in respect of one issued share capital of HK\$1.00 each of the Borrower 2
“Vigor Online”	Vigor Online Offshore Limited, a company incorporated in the British Virgin Islands with limited liability and a controlling Shareholder holding 390,325,707 Shares representing approximately 71.56% of the entire issued share capital of the Company as at the date of this announcement
“%”	per cent

On behalf of the Board
COL Capital Limited
Chong Sok Un
Chairman

Hong Kong, 27 June 2012

As at the date of this announcement, the Board comprises Ms. Chong Sok Un (Chairman), Dato' Wong Peng Chong and Mr. Kong Muk Yin as Executive Directors; and Mr. Lau Siu Ki, Mr. Ma Wah Yan and Mr. Zhang Jian as Independent Non-Executive Directors.