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## **COUNTRY GARDEN HOLDINGS COMPANY LIMITED**

**碧桂園控股有限公司**

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

**(Stock Code: 2007)**

### **ANNOUNCEMENT PURSUANT TO RULE 13.18 OF THE LISTING RULES SUPPLEMENT TO FACILITY AGREEMENT WITH SPECIFIC PERFORMANCE COVENANTS**

Reference is made to the announcement of the Company dated 31 July 2015 in relation to the Facility Agreement (the “**Announcement**”) for the Loans in an aggregate amount of US\$800 million to the Company. Unless otherwise provided, capitalised terms used in this announcement shall have the same meanings as used in the Announcement.

On 7 December 2015, the Company and the Facility Agent entered into a supplement to the Facility Agreement pursuant to which, among others, the amount under the Loans have been increased from US\$800 million to US\$975 million.

#### **SPECIFIC PERFORMANCE OBLIGATIONS**

Pursuant to the terms of the Facility Agreement, among others, the Company has undertaken to ensure that each of Ms. YANG Huiyan and Mr. YEUNG Kwok Keung, directly or indirectly, must (i) individually or together remain the largest beneficial owner of the entire issued share capital of the Company; (ii) in aggregate, remain the beneficial owners of not less than 40% of the entire issued share capital of the Company; and (iii) retain control of the Company. For the purpose of this paragraph, “control” means the power to decide the management and policies of the Company whether through the ownership of voting capital, by contract or otherwise.

Failure to comply with any of the above undertakings will constitute an Event of Default (as defined in the Facility Agreement) under the Facility Agreement. If an Event of Default is continuing, the Facility Agent may, and must if so instructed by the Majority Lenders (as defined in the Facility Agreement), by notice to the Company: (a) cancel all or part of the Total Commitments (as defined in the Facility Agreement); and/or (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (as defined under the Facility Agreement) be immediately due and payable; and/or (c) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (as defined in the Facility Agreement) be payable on demand by the Facility Agent acting on the instructions of the Majority Lenders (as defined in the Facility Agreement).

The Company will continue to make relevant disclosure under its subsequent interim and annual reports pursuant to Rule 13.21 of the Listing Rules as long as circumstances giving rise to the obligations under Rule 13.18 of the Listing Rules continue to exist.

By order of the board of directors  
**Country Garden Holdings Company Limited**  
**WU Jianbin**  
*Executive Director*

Foshan, Guangdong Province, the PRC, 7 December 2015

*As of the date of this announcement, the executive directors of the Company are Mr. YEUNG Kwok Keung (Chairman), Ms. YANG Huiyan (Vice Chairman), Mr. MO Bin (President), Mr. ZHU Rongbin (Associate President), Mr. WU Jianbin (Chief Financial Officer), Ms. YANG Ziyang, Mr. SU Rubo, Mr. OU Xueming, Mr. YANG Zhicheng, Mr. XIE Shutai, Mr. SONG Jun, Mr. LIANG Guokun and Mr. SU Baiyuan. The independent non-executive directors of the Company are Mr. LAI Ming, Joseph, Mr. SHEK Lai Him, Abraham, Mr. TONG Wui Tung, Ronald, Mr. HUANG Hongyan, Ms. HUANG Xiao, Mr. LIU Hongyu, Mr. MEI Wenjue and Mr. YEUNG Kwok On.*