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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 FACILITY AGREEMENT WITH SPECIFIC PERFORMANCE COVENANTS

This announcement is made by the Company pursuant to Rule 13.18 of the Listing Rules.

On 8 December 2016, the Company, as the borrower, entered into a facility agreement with various financial institutions as the original lenders in relation to a dual tranche transferrable term loan facility denominated in HK\$ and US\$ in the amount of HK\$3,790,000,000 and US\$1,014,100,000, representing an aggregate amount equivalent to approximately US\$1.5 billion for a term of four years, which includes a term imposing a specific performance obligation on the controlling shareholders of the Company.

This announcement is made by Country Garden Holdings Company Limited (the “**Company**” and together with its subsidiaries, collectively the “**Group**”) pursuant to Rule 13.18 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”).

On 8 December 2016, the Company, as the borrower, entered into a facility agreement (the “**Facility Agreement**”) with, Bank of China (Hong Kong) Limited, China Construction Bank (Asia) Corporation Limited, Agricultural Bank of China Limited Hong Kong Branch, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited, Chong Hing Bank Limited, Hang Seng Bank Limited, Shanghai Pudong Development Bank Co., Ltd., Hong Kong Branch, China Everbright Bank Co., Ltd. Hong Kong Branch, Wing Lung Bank, Limited, Malayan Banking Berhad, Tai Fung Bank Limited and Nanyang Commercial Bank, Limited as original lenders (the “**Original Lenders**”), Bank of China (Hong Kong) Limited as the facility agent (the “**Facility Agent**”), pursuant to which the Original Lenders have agreed to make available a dual tranche transferrable term loan facilities denominated in HK\$ and US\$

in the amount of HK\$3,790,000,000 and US\$1,014,100,000, representing an aggregate amount equivalent to approximately US\$1.5 billion (the “Loans”) to the Company for a term of four years commencing from the date of the Facility Agreement. The Loans to be obtained under the Facility Agreement shall be applied by the Company for its general corporate purposes (including repayment and/or prepayment of any other financial indebtedness owed by the Company or any member of the Group), including any bridging loan or pre-funding finance arrangement in relation to the Loans.

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 collectively 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, 8 December 2016

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. MEI Wenjue and Mr. YEUNG Kwok On.