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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 28 December 2018, the Company, as the borrower, entered into a Facility Agreement with, inter alia, various banks and financial institutions as the Lenders in relation to a dual tranche transferrable term loan facility denominated in HK\$ and US\$ in an amount of HK\$3,470 million and US\$486.216 million, respectively, for terms of 36 months from the date of the Facility Agreement for the Tranche A1 Facility and Tranche A2 Facility and 24 months from the date of the Facility Agreement for the Tranche B1 Facility and Tranche B2 Facility, which includes terms 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 28 December 2018, the Company, as the borrower, entered into a facility agreement (the “**Facility Agreement**”) with, inter alia, various banks and financial institutions as lenders (the “**Lenders**”), Industrial and Commercial Bank of China (Asia) Limited as the facility agent (the “**Facility Agent**”) and The Hongkong and Shanghai Banking Corporation Limited and Industrial and Commercial Bank of China (Asia) Limited as the mandated lead arrangers and bookrunners and coordinators, pursuant to which the Lenders have agreed to make available a dual tranche transferrable term loan facility denominated in HK\$ and US\$ in an amount of HK\$3,470 million and US\$486.216 million, respectively (collectively, the “**Loans**”) to the Company for terms of

36 months from the date of the Facility Agreement for the Tranche A1 Facility (as defined in the Facility Agreement) and Tranche A2 Facility (as defined in the Facility Agreement) and 24 months from the date of the Facility Agreement for the Tranche B1 Facility (as defined in the Facility Agreement) and Tranche B2 Facility (as defined in the Facility Agreement) commencing from the date of the Facility Agreement. The Loans to be obtained under the Facility Agreement shall be applied by the Company for refinancing any existing indebtedness of the Group.

SPECIFIC PERFORMANCE OBLIGATIONS

Pursuant to the terms of the Facility Agreement, among others, the Company has undertaken to make certain prepayment upon the occurrence of the following events (each, a “**Prepayment Event**”): (i) Ms. YANG Huiyan and Mr. YEUNG Kwok Keung, in aggregate, are not or cease to be the largest beneficial owner of the entire issued share capital of the Company; (ii) Ms. YANG Huiyan and Mr. YEUNG Kwok Keung, in aggregate, do not, or cease to, beneficially own at least 40 per cent. of the entire issued share capital of the Company; (iii) Ms. YANG Huiyan and Mr. YEUNG Kwok Keung do not, or cease to, have Control over the Company; and (iv) neither Mr. YEUNG Kwok Keung nor Ms. YANG Huiyan is the chairperson of the board of directors 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.

Upon the occurrence of a Prepayment Event, (a) the available facilities under the Loans will be immediately cancelled; and (b) all the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (as defined in the Facility Agreement) shall become due and payable on the date falling 15 business days after the occurrence of a Prepayment Event.

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
MO Bin
President and Executive Director

Foshan, Guangdong Province, the PRC, 28 December 2018

As of the date of this announcement, the executive directors of the Company are Mr. YEUNG Kwok Keung (Chairman), Ms. YANG Huiyan (Co-Chairman), Mr. MO Bin (President), Ms. YANG Ziyang, Mr. YANG Zhicheng, Mr. SONG Jun, Mr. LIANG Guokun and Mr. SU Baiyuan. The non-executive director of the Company is Mr. CHEN Chong. The independent non-executive directors of the Company are Mr. LAI Ming, Joseph, Mr. SHEK Lai Him, Abraham, Mr. TONG Wui Tung, Mr. HUANG Hongyan and Mr. YEUNG Kwok On.