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六福集團(國際)有限公司

LUK FOOK HOLDINGS (INTERNATIONAL) LIMITED

(於百慕達註冊成立之有限公司)
(Incorporated in Bermuda with Limited Liability)
Stock Code 股份代號 : 0590

DISCLOSURE PURSUANT TO RULE 13.16 OF THE LISTING RULES

PROVISION OF FINANCIAL ASSISTANCE AND GUARANTEES TO AN AFFILIATED COMPANY AND ITS WHOLLY-OWNED SUBSIDIARIES

The Board announces that the Company advanced the Loans to CGS as its general working capital, and that the Company also provided the Corporate Guarantees in favour of the Banks in respect of the banking facilities granted by the Banks to 3D-GOLD (Shenzhen) and 3D-GOLD (HK), the wholly-owned subsidiaries of CGS, in the manner set out below in this announcement.

IMPLICATIONS UNDER THE LISTING RULES

As (i) CGS is an affiliated company of the Company and 3D-GOLD (Shenzhen) and 3D-GOLD (HK) are wholly-owned subsidiaries of such affiliated company; and (ii) the Loans and the guaranteed amounts under the Corporate Guarantees, on an aggregated basis, exceed 8% of the assets ratio as defined under Rule 14.07(1) of the Listing Rules, the provisions of the Loans and the Corporate Guarantees are subject to the general disclosure requirement under Rule 13.16 of the Listing Rules.

PROVISION OF THE LOANS TO THE AFFILIATED COMPANY

As disclosed in the 2014 Announcement, it was provided in the Shareholders' Deed that Luk Fook 3D and HKRH would each provide an initial funding of HK\$100,000,000.00 to CGS by way of shareholders' loans for the purpose of general working capital requirement and business expansion of CGS and its subsidiaries. Pursuant to the aforesaid requirement, the Company on behalf of Luk Fook 3D advanced the 1st Loan to CGS on 10 June 2014. The 1st Loan is unsecured, interest free and has no fixed term and determined method of repayment.

It was subsequently agreed between Luk Fook 3D and HKRH that each of them would provide a further funding of HK\$20,000,000.00 to CGS by way of shareholders' loans for the purpose of general working capital requirement of CGS and its subsidiaries. On 5 November 2014, 26 January 2015 and 4 May 2015, the Shareholders' Loans Agreement was entered into between Luk Fook 3D, HKRH and CGS. The principal terms of the Shareholders' Loans Agreement are as follows:

1. Date: 5 November 2014, 26 January 2015 and 4 May 2015
2. Borrower: CGS
3. Lender: (i) Luk Fook 3D; and
(ii) HKRH
4. Facility Type: Shareholders' loans
5. Facility Limit: (i) HK\$20,000,000.00 advanced by Luk Fook 3D; and
(ii) HK\$20,000,000.00 advanced by HKRH
6. Amount of the Facility Utilized: HK\$40,000,000.00 (i.e. 100% of the Facility Limit)
7. Interest: 2% per annum
8. Maturity Date: 3 months commencing from the drawdown date (i.e. 5 November 2014).

Such maturity date has been extended to 4 May 2015, and then further extended to a date falling 1 year commencing from 5 May 2015, and CGS has an option to early settle the loans prior to the extended maturity date by serving notice to Luk Fook 3D and HKRH informing them of the early settlement date.
9. Method of Repayment: CGS shall repay the principal amounts of the loans together with the interest thereon to Luk Fook 3D and HKRH respectively at the maturity date or the early settlement date (as the case may be).
10. Security(ies): Unsecured

Luk Fook Holdings, a wholly-owned subsidiary of the Company, on behalf of Luk Fook 3D advanced the 2nd Loan to CGS on 5 November 2014.

The Company funded the Loans by internal resources.

PROVISION OF THE CORPORATE GUARANTEES FOR THE BANKING FACILITIES GRANTED TO THE WHOLLY-OWNED SUBSIDIARIES OF THE AFFILIATED COMPANY

Guarantee to Bank A

On 3 October 2014 and 9 July 2015, 3D-GOLD (HK) entered into the Loan Agreement A with Bank A. The principal terms of the facilities granted by Bank A to 3D-GOLD (HK) under the Loan Agreement A are as follows:

1. Date: 3 October 2014 and 9 July 2015
2. Borrower: 3D-GOLD (HK)
3. Lender: Bank A
4. Facility Type: Revolving loan
5. Facility Limit: HK\$150,000,000.00
6. Amount of the Facility Utilized: HK\$148,000,000.00
7. Interest: 2.5% per annum over 1, 2 or 3-month HIBOR
8. Maturity Date: within 12 months after the drawdown date or not later than 7 days prior to the expiry date of the Irrevocable Stand-by Letter of Credit (as mentioned below), whichever is earlier.

The respective drawdown dates and maturity dates of the utilized facility are as follows:

	Drawdown Amount	Drawdown Date	Maturity Date
1.	HK\$34,500,000.00	24 December 2015	23 June 2016
2.	HK\$41,500,000.00	17 December 2015	17 June 2016
3.	HK\$60,000,000.00	11 December 2015	10 June 2016
4.	<u>HK\$12,000,000.00</u>	31 July 2015	22 January 2016
Total:	<u><u>HK\$148,000,000.00</u></u>		

9. Method of Repayment: the principal sum of the loan is to be repaid in full upon maturity and interest is to be paid monthly commencing one month after the drawdown date(s)
10. Guarantors:
 - (a) HKRH; and
 - (b) the Company

11. Other Securities: Irrevocable stand-by letter of credit for HK\$83,334,000.00 (with maximum advice ratio of 180%) issued by Bank A's Shenzhen Branch in favour of Bank A covering indebtedness due to Bank A ("**Irrevocable Stand-by Letter of Credit**")

On 3 December 2014, the Company as guarantor entered into the Guarantee to Bank A in favour of Bank A to secure all sums of money which were as at the date of the Guarantee to Bank A or shall at any time be owing to Bank A anywhere on any account whatsoever from 3D-GOLD (HK) together with all interest, commission and other usual charges and all expenses, legal or otherwise, incurred by Bank A in connection therewith. The total liability of the Company under the Guarantee to Bank A shall not exceed the sum being 50% of the outstanding indebtedness as owed by 3D-GOLD (HK) to Bank A (subject to a maximum of HK\$75,000,000.00) with compound interest thereon at such rate as Bank A may from time to time charge from the date of demand by Bank A for payment until the same shall have been repaid to Bank A in full. Such percentage represents the Company's equity interest in CGS and hence in 3D-GOLD (HK). The Guarantee to Bank A shall be binding as a continuing security until the expiration of 6 calendar months after the Company has given notice in writing to Bank A to discontinue and determine the Guarantee to Bank A.

HKRH entered into separate guarantees for the same total amount and on similar terms to guarantee 50% of the repayment obligation of 3D-GOLD (HK) under the Loan Agreement A.

No fee or commission is payable by 3D-GOLD (HK) to the Company or HKRH for the provision of the guarantees aforesaid.

Guarantee to Bank B

On 17 December 2014, 14 January 2015, 27 November 2015 and 9 December 2015, 3D-GOLD (Shenzhen) entered into the Loan Agreement B with Bank B. The principal terms of the facilities granted by Bank B to 3D-GOLD (Shenzhen) under the Loan Agreement B are as follows:

1. Date: 17 December 2014 (facility agreement); 14 January 2015 (gold leasing agreement); 27 November 2015 (loan agreement) and 9 December 2015 (loan agreement)
2. Borrower: 3D-GOLD (Shenzhen)
3. Lender: Bank B

4. Facility Type: facilities to be made available in the aggregate principal amount of RMB200,000,000.00 (equivalent to approximately HK\$239,520,000.00), including:
- (i) gold leasing in the principal amount of RMB34,344,500.00 (equivalent to approximately HK\$41,130,973.20);
 - (ii) revolving loan facility in the principal amount of RMB60,000,000.00 (equivalent to approximately HK\$71,856,000.00); and
 - (iii) revolving loan facility in the principal amount of RMB20,000,000.00 (equivalent to approximately HK\$23,952,000.00)
5. Facility Limit: RMB200,000,000.00 (equivalent to approximately HK\$239,520,000.00)
6. Amount of the Facility Utilized:
- (i) gold leasing: RMB34,344,500.00 (equivalent to approximately HK\$41,130,973.20);
 - (ii) revolving loan facility: RMB60,000,000.00 (equivalent to approximately HK\$71,856,000.00); and
 - (iii) revolving loan facility: RMB20,000,000.00 (equivalent to approximately HK\$23,952,000.00)
7. Gold Leasing Fee/Interest (as the case may be):
- (i) gold leasing: 4.6% per 364 days;
 - (ii) & (iii) revolving loan facility: 4.4% per annum
8. Maturity Date:
- (i) gold leasing: 14 January 2016;
 - (ii) revolving loan facility for RMB60,000,000.00 (equivalent to approximately HK\$71,856,000.00): 27 May 2016; and
 - (iii) revolving loan facility for RMB20,000,000.00 (equivalent to approximately HK\$23,952,000.00): 11 June 2016

9. Method of Repayment: (i) gold leasing: the gold leasing fee to be paid in one lump sum upfront upon the gold being leased to 3D-GOLD (Shenzhen) and the gold to be repaid by transferring the same type, quality and standard, and amount of gold as leased, from the account maintained by 3D-GOLD (Shenzhen) with the Shanghai Gold Exchange to the account maintained by Bank B with the Shanghai Gold Exchange upon maturity; and
- (ii) & (iii) revolving loan facility: interest to be paid on the 20th day of each month and the principal amount to be repaid in full upon maturity
10. Guarantors: (a) HKRH; and
- (b) the Company
11. Other Securities: NIL

On 27 January 2015, the Company as guarantor entered into the Guarantee to Bank B in favour of Bank B to secure the aggregate of (i) the loan as advanced by Bank B to 3D-GOLD Shenzhen within the facility limit under the Loan Agreement B and (ii) other outstanding principal amount of any other facilities as granted by Bank B to 3D-GOLD (Shenzhen) but subject always to a maximum amount of RMB100,000,000.00 (equivalent to approximately HK\$119,760,000.00) plus interest, default interest, compound interest, penalty, factoring fees and other costs incidental to the enforcement of the said indebtedness (including but not limited to litigation costs, legal costs, notice publication costs, delivery costs and accommodation and travelling expenses). The guarantee period shall be the period commencing from the effective date of the Guarantee to Bank B, being 27 January 2015 until the maturity date of each facility as drawn under the Loan Agreement B plus 2 years or (if facility term has been extended) the extended maturity date plus 2 years.

HKRH entered into a separate guarantee for the same maximum amount stated above and on similar terms to guarantee the repayment obligation of 3D-GOLD (Shenzhen) under the Loan Agreement B.

No fee or commission is payable by 3D-GOLD (Shenzhen) to the Company or HKRH for the provision of the guarantees aforesaid.

Guarantee to Bank C

On 15 September 2015, 3D-GOLD (HK) entered into the Loan Agreement C with Bank C (which was supplemented by a subsequent email from Bank C dated 4 January 2016). The principal terms of the facilities granted by Bank C to 3D-GOLD (HK) under the Loan Agreement C (as supplemented aforesaid) are as follows:

1. Date: 15 September 2015
2. Borrower: 3D-GOLD (HK)
3. Lender: Bank C
4. Facility Type:
 - (i) Term Loan Facility (“**TL**”)[#];
 - (ii) Revolving Loan Facility (“**RLN**”); and
 - (iii) Treasury Product(s) Facility (“**ERL**”)

[#] TL facility shall be repaid upon drawdown of RLN facility and the aggregate outstanding balance under TL and RLN facilities shall not at any time exceed RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00)
5. Facility Limit:
 - (i) RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00);
 - (ii) RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00); and
 - (iii) RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00) (notional limit)
6. Amount of Facility Utilized:
 - (i) HK\$345,000,000.00;
 - (ii) HK\$56,000,000.00 (originally drawdown as TL facility and then rollovered as RLN facility on 31 December 2015); and
 - (iii) NIL

7. Interest:
- (i) 2.5% per annum over HIBOR payable at the end of each interest period. 3D-GOLD (HK) may select an interest period which shall be 1/2/3 month(s);
 - (ii) (a) 2.5% per annum over HIBOR for loan drawn in HKD, payable at the end of each interest period. 3D-GOLD (HK) may select an interest period which shall be 1/2/3 month(s);
 - (b) RMB prime rate (subject to market availability) for loan drawn in RMB and the interest period being 1 month and interest payable at the end of each interest period; and
 - (iii) N/A

8. Maturity Date:
- (i) 31 December 2015 (which was extended to 20 January 2016 as confirmed by Bank C by virtue of its said email dated 4 January 2016)
 - (ii) 12 months from the date of the first drawdown or 2 weeks before the expiry of the SBLC (as defined below), whichever is earlier

The drawdown/rollover date and maturity date of the utilized RLN facility are as follows:

Drawdown Amount	Drawdown/ Rollover Date	Maturity Date
HK\$56,000,000.00	31 December 2015	30 December 2016

- (iii) NIL
9. Method of Repayment:
- (i) repayment in one lump sum on the maturity date to be directly debited from the account maintained by 3D-GOLD (HK) with Bank C;
 - (ii) each drawdown (together with interest) shall be repayable on the maturity date of such drawdown unless Bank C allows for a rollover, which is to be directly debited from the account maintained by 3D-GOLD (HK) with Bank C; and
 - (iii) cash cover on demand

10. Guarantors/Indemnifiers: (a) HKRH for ERL and TL/RLN;
- (b) CGS for ERL and TL/RLN;
- (c) 3D-GOLD (Shenzhen) for TL/RLN only; and
- (d) the Company for ERL and TL/RLN
11. Other Securities: (a) 7 standby documentary credits for the aggregate amount of RMB177,000,000.00 (equivalent to approximately HK\$211,975,200.00) issued by Bank C's related bank in the PRC (collectively the "SBLC I");
- (b) Standby documentary credits for RMB3,000,000.00 (equivalent to approximately HK\$3,592,800.00) issued or to be issued in favour of Bank C by a bank acceptable to Bank C ("SBLC II"); and
- (SBLC I and SBLC II collectively known as "SBLC")
- (c) ISDA Master Agreement with an ISDA Schedule to the Master Agreement made between 3D-GOLD (HK) and Bank C.

On 5 January 2015 and 30 October 2015, the Company as guarantor entered into the Guarantee to Bank C in favour of Bank C, whereby the Company guarantees to pay and satisfy to Bank C all sums of money, debts and liabilities, whether certain or contingent, whether as at the date of the Guarantee to Bank C or at any time thereafter owing or incurred to Bank C from or by 3D-GOLD (HK) subject to a total maximum liability of RMB211,000,000.00 (equivalent to approximately HK\$252,693,600) in aggregate plus all interest accrued or to be accrued, default interest, expenses of reasonable amount and reasonably incurred by Bank C in enforcing the Guarantee to Bank C on a full indemnity basis and the exchange rate costs (if applicable). The guarantee shall be a continuing security until 3 calendar months after actual receipt by Bank C of notice in writing by the Company or (in the case of liquidation of the Company) its liquidator, receiver, successors and/or assigns to terminate the Guarantee to Bank C.

HKRH entered into separate guarantees for the same maximum amount stated above and on similar terms to guarantee the repayment obligation of 3D-GOLD (HK) under the Loan Agreement C.

No fee or commission is payable by 3D-GOLD (HK) to the Company or HKRH for the provision of the guarantees aforesaid.

Guarantee to Bank D

On 5 March 2015, 3D-GOLD (Shenzhen) entered into the Loan Agreement D with Bank D. The principal terms of the gold leasing arrangement as granted by Bank D to 3D-GOLD (Shenzhen) under the Loan Agreement D are as follows:

1. Date: 5 March 2015
2. Lessee: 3D-GOLD (Shenzhen)
3. Lessor: Bank D
4. Maximum Amount of Gold to be Leased: 380 kg
5. Amount of Gold Leased: 380 kg
6. Gold Leasing Fee: 4.3% per annum payable every quarter
7. Maturity Date: 2 March 2016
8. Method of Repayment: to complete the gold repayment reporting procedures through the Shanghai Gold Exchange service system, and to repay the same type, quality and standard of gold as leased or a different type of gold with a value to be determined mutually by Bank D and 3D-GOLD (Shenzhen) (together with all costs incidental thereto), upon maturity
9. Guarantors:
 - (a) HKRH; and
 - (b) the Company
10. Other Securities: security deposit in such amount being 11.11% of the market value (calculated by reference to the settlement price) of the gold to be leased, being RMB10,000,000.00 (equivalent to approximately HK\$11,976,000.00)

On 16 February 2015, the Company as guarantor entered into the Guarantee to Bank D in favour of Bank D to secure all amounts made available by Bank D to 3D-GOLD (Shenzhen) under all agreements in respect of gold leasing during the period between 5 March 2015 to 5 March 2016 but subject to a maximum amount of RMB60,000,000.00 (equivalent to approximately HK\$71,856,000.00). The amount secured by the Guarantee to Bank D covers the principal amount outstanding under the said agreements, interest, compound interest, default interest, penalty, damages and the enforcement costs (including but not limited to debt collection fees, litigation/arbitration costs, asset preservation costs, notice publication costs, enforcement costs, legal costs accommodation and travelling expenses and other costs) in respect of the aforementioned indebtedness owed by 3D-GOLD (Shenzhen) to Bank D. The guarantee period shall be the period commencing from the maturity date and expiring on such date falling 2 years after the maturity date.

HKRH entered into a separate guarantee for the same maximum amount stated above and on similar terms to guarantee the repayment obligation of 3D-GOLD (Shenzhen) under the Loan Agreement D.

No fee or commission is payable by 3D-GOLD (Shenzhen) to the Company or HKRH for the provision of the guarantees aforesaid.

Guarantee to Bank E

On 19 February 2015, 3D-GOLD (Shenzhen) entered into the Loan Agreement E with Bank E. The principal terms of the facilities granted by Bank E to 3D-GOLD (Shenzhen) under the Loan Agreement E are as follows:

1. Date: 19 February 2015
2. Borrower: 3D-GOLD (Shenzhen)
3. Lender: Bank E
4. Facility Type: Integrated Facility
5. Facility Limit: RMB88,000,000.00 (equivalent to approximately HK\$105,388,800.00)
6. Amount of Facility Utilized: NIL
7. Interest: Not yet known (such information will be provided in the relevant facility document to be made between Bank E and 3D-GOLD (Shenzhen) upon actual drawdown/utilization of the facility)
8. Maturity Date: Not yet known (such information will be provided in the relevant facility document to be made between Bank E and 3D-GOLD (Shenzhen) upon actual drawdown/utilization of the facility)
9. Method of Repayment: Not yet known (such information will be provided in the relevant facility document to be made between Bank E and 3D-GOLD (Shenzhen) upon actual drawdown/utilization of the facility)
10. Guarantors: (a) HKRH; and
(b) the Company
11. Other Securities: Charge Over Trade Receivables accrued or to be accrued by 3D-GOLD (Shenzhen) from 28 January 2015 to 26 January 2018

On 19 February 2015, the Company as guarantor entered into the Guarantee to Bank E in favour of Bank E to secure the indebtedness of 3D-GOLD (Shenzhen) under certain facility agreements made between 3D-GOLD (Shenzhen) and Bank E during the period between 28 January 2015 and 26 January 2016, including the Loan Agreement E subject to a maximum amount of 50% of RMB88,000,000.00 (equivalent to approximately HK\$105,388,800.00) plus interest, default interest, compound interest, penalty, damages, handling fees, costs incidental to the execution and performance of the Guarantee to Bank E, the enforcement costs (including but not limited to litigation costs, legal costs and accommodation and travelling expenses) and the security money to be provided by 3D-GOLD (Shenzhen) as per the request of Bank E made pursuant to the aforementioned facility agreements. Such percentage represents the Company's equity interest in CGS and hence in 3D-GOLD (Shenzhen). The guarantee period shall be the period commencing from the maturity date and expiring on such date falling 2 years after the maturity date.

HKRH entered into a separate guarantee for the same maximum amount stated above and on similar terms to guarantee the repayment obligation of 3D-GOLD (Shenzhen) under the Loan Agreement E.

No fee or commission is payable by 3D-GOLD (Shenzhen) to the Company or HKRH for the provision of the guarantees aforesaid.

Guarantee to Bank F

On 10 January 2014, 3D-GOLD (Shenzhen) entered into the Loan Agreement F with Bank F. The principal terms of the facility granted by Bank F to 3D-GOLD (Shenzhen) under the Loan Agreement F are as follows:

1. Date: 10 January 2014
2. Borrower: 3D-GOLD (Shenzhen)
3. Lender: Bank F
4. Facility Type: Integrated facility
5. Facility Limit: RMB50,000,000.00 (equivalent to approximately HK\$59,880,000.00)
6. Amount of Facility Utilized: NIL
7. Interest: Not yet known (such information will be provided in the relevant facility document to be made between Bank F and 3D-GOLD (Shenzhen) upon actual drawdown/utilization of the facility)

8. Maturity Date: Not yet known (such information will be provided in the relevant facility document to be made between Bank F and 3D-GOLD (Shenzhen) upon actual drawdown/utilization of the facility)
9. Method of Repayment: to be repaid in full by depositing the outstanding amount before the agreed maturity date into the account maintained by 3D-GOLD (Shenzhen) with Bank F
10. Guarantors: (a) HKRH; and
(b) the Company
11. Other Securities: NIL

On 17 December 2014, the Company as guarantor entered into the Guarantee to Bank F in favour of Bank F to secure the indebtedness of 3D-GOLD (Shenzhen) under the loan agreement dated 10 January 2014 subject to a maximum amount of RMB25,000,000.00 (equivalent to approximately HK\$29,940,000.00) plus interest, compound interest, default interest and the enforcement costs. The guarantee period shall be the period commencing from the effective date of the Guarantee to Bank F, being 17 December 2014 until the maturity date of each facility as drawn under the Loan Agreement F plus 2 years or (if facility term has been extended) the extended maturity date plus 2 years.

HKRH entered into a separate guarantee for the same respective maximum amount stated above and on similar terms to guarantee the repayment obligation of 3D-GOLD (Shenzhen) under the Loan Agreement F.

No fee or commission is payable by 3D-GOLD (Shenzhen) to the Company or HKRH for the provision of the guarantees aforesaid.

Guarantee to Bank G

On 4 January 2016, 3D-GOLD (HK) entered into the Loan Agreement G with Bank G. The principal terms of the facility granted by Bank G to 3D-GOLD (HK) under the Loan Agreement G were as follows:

1. Date: 4 January 2016
2. Borrower: 3D-GOLD (HK)
3. Lender: Bank G
4. Facility Type: Revolving term loan (multi-currency)
5. Facility Limit: RMB180,000,000.00 (equivalent to approximately HK\$215,568,000.00)

6. Amount of Facility Utilized: NIL
7. Interest:
- (i) HIBOR plus 2.5% per annum for advance in HKD (as calculated by Bank G);
 - (ii) LIBOR plus 2.5% per annum for advance in USD (as calculated by Bank G); and
 - (iii) 2.5% per annum over a base rate, which is to be determined at the sole discretion of Bank G by taking reference to the Bank G's cost of funds for advance in RMB
8. Maturity Date: Not yet known (such information will be provided in the relevant facility document to be made between Bank G and 3D-GOLD (HK) upon actual drawdown/utilization of the facility)
9. Method of Repayment: each advance together with interest accrued shall be repayable on the maturity date of that advance
10. Guarantors/Indemnifiers:
- (i) HKRH;
 - (ii) CGS; and
 - (iii) the Company
11. Other Securities:
- (i) Standby letter of credit issued by Bank G's related bank in PRC (Shenzhen branch) in favour of Bank G;
 - (ii) all monies deed of subordination executed by the Company and CGS; and
 - (iii) all monies deed of subordination executed by HKRH and CGS.

On 4 January 2016, the Company as guarantor entered into the Guarantee to Bank G in favour of Bank G to secure all sums of money and liabilities (collectively "**Liabilities**"), whether certain or contingent, as at the date of the Guarantee to Bank G or thereafter owing or incurred to Bank G by 3D-GOLD (HK) provided that the total amount recoverable in respect of principal Liabilities from the Company under the Guarantee to Bank G shall not exceed RMB90,000,000.00 (equivalent to approximately HK\$107,784,000.00) plus all interest accrued on such principal Liabilities, default interest on all outstanding Liabilities and all costs and expenses (on full indemnity basis) arising out of or in connection with the recovery or attempted recovery by Bank G of any Liabilities. The Guarantee to Bank G shall be a continuing guarantee until the expiry of 1 month from the date of Bank G's receipt of a written notice to terminate the Guarantee to Bank G from the Company.

HKRH entered into a separate guarantee for the same amount and on similar terms to guarantee the repayment obligation of 3D-GOLD (HK) under the Loan Agreement G.

No fee or commission is payable by 3D-GOLD (HK) to the Company or HKRH for the provision of the guarantees aforesaid.

DISCLOSURE PURSUANT TO RULE 13.16 OF THE LISTING RULES

As at the date of this announcement, the financial assistance to, and guarantees given by, the Company and its wholly-owned subsidiary, Luk Fook 3D, for banking facilities granted to or to secure the obligations of, CGS, 3D-GOLD (Shenzhen) and 3D-GOLD (HK) in aggregate exceed 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules. Such financial assistance and guarantees are subject to the general disclosure requirement under Rule 13.16 of the Listing Rules. Details of such financial assistance and guarantees required to be disclosed under Rule 13.16 of the Listing Rules are as follows:

Name of the affiliated company or its wholly owned subsidiary	Group's attributable interest	Lender	Amount of loan given by the Group	Principal loan/facility/ gold leasing amount guaranteed by the Group		Extent of guaranteed facilities utilized by the affiliated company or its wholly owned subsidiary	
				Approximate HK\$'000	Approximate RMB'000	Approximate RMB'000	Approximate HK\$'000
3D-GOLD (HK)	50%	Bank G	—	90,000	107,784	NIL	NIL
3D-GOLD (Shenzhen)	50%	Bank F	—	25,000	29,940	NIL	NIL
3D-GOLD (Shenzhen)	50%	Bank E	—	44,000	52,694	NIL	NIL
3D-GOLD (Shenzhen)	50%	Bank D	—	60,000	71,856	43,795	52,449
3D-GOLD (HK)	50%	Bank C	—	211,000	252,694	—	200,500
3D-GOLD (Shenzhen)	50%	Bank B	—	100,000	119,760	57,172	68,469
3D-GOLD (HK)	50%	Bank A	—	—	75,000	—	74,000
CGS	50%	the Company	120,000	—	—	—	—
			(Note 1)				
		TOTAL	120,000	530,000	709,728	100,967	395,418

Notes:

- This amount represents the aggregate amount under the Loans.

DEFINITIONS

“1st Loan”	the loan in the principal amount of HK\$100,000,000.00 which is unsecured and interest free and has no fixed term and determined method of repayment;
“2nd Loan”	the loan in the principal amount of HK\$20,000,000.00 under the Shareholders’ Loans Agreement;
“2014 Announcement”	the joint announcement of the Company and HKRH dated 28 January 2014;
“3D-GOLD (HK)”	3D-GOLD Jewellery (HK) Limited (金至尊珠寶(香港)有限公司), a company incorporated in Hong Kong with limited liability, which is a wholly-owned subsidiary of CGS;

“3D-GOLD (Shenzhen)”	3D-GOLD Enterprises Development (Shenzhen) Company Limited* (金至尊實業發展(深圳)有限公司), a company established in the PRC with limited liability, which is a wholly-owned subsidiary of CGS;
“Bank A”	a licensed bank in Hong Kong, being the lender under the Loan Agreement A and a party independent of the Company and its connected persons
“Bank B”	a licensed bank in PRC, being the lender under the Loan Agreement B and a party independent of the Company and its connected persons;
“Bank C”	a licensed bank in Hong Kong, being the lender under the Loan Agreement C and a party independent of the Company and its connected persons;
“Bank D”	a licensed bank in PRC, being the lender under the Loan Agreement D and a party independent of the Company and its connected persons;
“Bank E”	a licensed bank in PRC, being the lender under the Loan Agreement E and a party independent of the Company and its connected persons;
“Bank F”	a licensed bank in PRC, being the lender under the Loan Agreement F and a party independent of the Company and its connected persons;
“Bank G”	a licensed bank in Hong Kong, being the lender under the Loan Agreement G and a party independent of the Company and its connected persons;
“Banks”	Bank A, Bank B, Bank C, Bank D, Bank E, Bank F and Bank G;
“Board”	the board of Directors;
“CGS”	China Gold Silver Group Company Limited, a company incorporated in the British Virgin Islands with limited liability, and as at the date of this announcement, owned indirectly as to 50% by the Company, accounted for by the Group as an associated company using the equity accounting method;
“CGS Agreement”	as defined in the 2014 Announcement;

“Company”	Luk Fook Holdings (International) Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 0590);
“connected person”	has the meaning ascribed to it under the Listing Rules;
“Corporate Guarantees”	Guarantee to Bank A, Guarantee to Bank B, Guarantee to Bank C, Guarantee to Bank D, Guarantee to Bank E, Guarantee to Bank F and Guarantee to Bank G;
“Director(s)”	directors of the Company;
“Group”	the Company and its subsidiaries;
“Guarantee to Bank A”	the guarantee dated 3 December 2014 executed by the Company in favour of Bank A as the lender to guarantee the repayment obligation under the Loan Agreement A;
“Guarantee to Bank B”	the guarantee dated 27 January 2015 executed by the Company in favour of Bank B as the lender to guarantee the repayment obligation under the Loan Agreement B;
“Guarantee to Bank C”	the two guarantees dated 5 January 2015 and 30 October 2015 respectively executed by the Company in favour of Bank C as the lender to guarantee the repayment obligation under the Loan Agreement C;
“Guarantee to Bank D”	the guarantee dated 16 February 2015 executed by the Company in favour of Bank D as the lender to guarantee the repayment obligation under the Loan Agreement D;
“Guarantee to Bank E”	the guarantee dated 19 February 2015 executed by the Company in favour of Bank E as the lender to guarantee the repayment obligation under the Loan Agreement E;
“Guarantee to Bank F”	the guarantee dated 17 December 2014 executed by the Company in favour of Bank F as the lender to guarantee the repayment obligation under the Loan Agreement F;
“Guarantee to Bank G”	the guarantee dated 4 January 2016 executed by the Company in favour of Bank G as the lender to guarantee the repayment obligation under the Loan Agreement G;
“HIBOR”	Hong Kong Interbank Offered Rate as from time to time quoted by the relevant lender;
“HK\$”/“HKD”	Hong Kong dollars, the lawful currency of Hong Kong;

“HKRH”	Hong Kong Resources Holdings Company Limited, a company incorporated in Bermuda with limited liability and whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 2882);
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“ISDA”	International Swaps and Derivatives Association;
“ISDA Master Agreement”	master agreement issued by ISDA;
“ISDA Schedule”	schedule to ISDA Master Agreement;
“LIBOR”	London Inter-Bank Offer Rate as from time to time quoted by the relevant lender;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Loan Agreement A”	the facility letter dated 3 October 2014 entered into between 3D-GOLD (HK) as borrower and Bank A in respect of the revolving loan facility in the principal amount of HK\$150,000,000.00 (as amended by the amendment letter dated 9 July 2015 entered into between the same parties);
“Loan Agreement B”	<ul style="list-style-type: none"> (i) the facility agreement dated 17 December 2014 entered into between 3D-GOLD (Shenzhen) as borrower and Bank B as lender in respect of the general facilities to be made available in the aggregate principal amount of RMB200,000,000.00 (equivalent to approximately HK\$239,520,000.00); (ii) the gold leasing agreement dated 14 January 2015 entered into between 3D-GOLD (Shenzhen) as lessee and Bank B as lessor in respect of gold leasing in the principal amount of RMB34,344,500.00 (equivalent to approximately HK\$41,130,973.20); (iii) the loan agreement dated 27 November 2015 entered into between 3D-GOLD (Shenzhen) as borrower and Bank B as lender in respect of the revolving loan facility in the principal amount of RMB60,000,000.00 (equivalent to approximately HK\$71,856,000.00); and (iv) the loan agreement dated 9 December 2015 entered into between 3D-GOLD (Shenzhen) as borrower and Bank B as lender in respect of the revolving loan facility in the principal amount of RMB20,000,000.00 (equivalent to approximately HK\$23,952,000.00);

“Loan Agreement C”	the facility letter dated 15 September 2015 entered into between 3D-GOLD (HK) as borrower and Bank C in respect of (i) the term loan facility in the principal amount of RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00); (ii) revolving loan facility in the principal amount of RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00) and (iii) the treasury product(s) facility in the principal amount of RMB342,000,000.00 (equivalent to approximately HK\$409,579,200.00) (notional limit);
“Loan Agreement D”	the gold leasing agreement dated 5 March 2015 entered into between 3D-GOLD (Shenzhen) as lessee and Bank D as lessor in respect of gold leasing;
“Loan Agreement E”	the loan agreement dated 19 February 2015 entered into between 3D-GOLD (Shenzhen) as borrower and Bank E in respect of the integrated facility in the principal amount of RMB88,000,000.00 (equivalent to approximately HK\$105,388,800.00);
“Loan Agreement F”	the loan agreement dated 10 January 2014 entered into between 3D-GOLD (Shenzhen) as borrower and Bank F in respect of the integrated facility in the principal amount of RMB50,000,000.00 (equivalent to approximately HK\$59,880,000.00);
“Loan Agreement G”	the facility letter dated 4 January 2016 entered into between 3D-GOLD (HK) as borrower and Bank G in respect of the revolving term loan (multi-currency) in the principal amount of RMB180,000,000.00 (equivalent to approximately HK\$215,568,000.00);
“Loans”	the 1st Loan and the 2nd Loan;
“Luk Fook 3D”	Luk Fook 3D Management Company Limited, a company incorporated in the British Virgin Islands with limited liability and wholly-owned by the Company as at the date of this announcement;
“Luk Fook Holdings”	Luk Fook Holdings Company Limited, a company incorporated in Hong Kong with limited liability and wholly-owned by the Company as at the date of this announcement;
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
“RMB”	Renminbi, the lawful currency of the PRC;

“RMB Prime Rate”	as defined in the relevant document and as from time to time quoted by the relevant lender;
“Shareholders’ Deed”	as defined in the 2014 Announcement;
“Shareholders’ Loans Agreement”	the Shareholders’ Loans Agreement dated 5 November 2014 and made between Luk Fook 3D, HKRH and CGS in respect of the 2nd Loan (as extended by the Extension Notice dated 26 January 2015 issued by CGS to Luk Fook 3D and HKRH, and as further extended by the Shareholders’ Loans Agreement dated 4 May 2015 made between the same parties);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“United States”	United States of America;
“USD”	United States dollars, the lawful currency of the United States; and
“%”	per cent.

* *The Chinese name of the PRC entity has been translated into English in this announcement for reference only. In the event of any discrepancies between the Chinese name of the PRC entity and its English translation, the Chinese name shall prevail.*

The figures in RMB are converted into HK\$ at the rate of RMB1:HK\$1.1976, and the gold leasing amount is calculated based on the gold price of RMB230.50 per gram, throughout this announcement for indicative purpose only.

By Order of the Board
Luk Fook Holdings (International) Limited
WONG Wai Sheung
Chairman and Chief Executive

Hong Kong, 6 January 2016

As at the date of this announcement, the Company’s Executive Directors are Mr. WONG Wai Sheung (Chairman and Chief Executive), Mr. TSE Moon Chuen (Deputy Chairman), Ms. WONG Hau Yeung, Ms. WONG Lan Sze, Nancy, Ms. CHUNG Vai Ping and Dr. CHAN So Kuen; the Non-executive Directors are Mr. WONG Ho Lung, Danny (Deputy Chairman), Ms. YEUNG Po Ling, Pauline, Mr. HUI Chiu Chung, JP and Mr. LI Hon Hung, MH, JP; the Independent Non-executive Directors are Mr. TAI Kwok Leung, Alexander, Mr. IP Shu Kwan, Stephen, GBS, JP, Mr. MAK Wing Sum, Alvin, Ms. WONG Yu Pok, Marina, JP and Mr. HUI King Wai.