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UNIVERSE INTERNATIONAL FINANCIAL HOLDINGS LIMITED
寰 宇 國 際 金 融 控 股 有 限 公 司

(Incorporated in Bermuda with limited liability)

(Stock Code: 1046)

DISCLOSEABLE TRANSACTION –
PROVISION OF LOAN FACILITY

PROVISION OF LOAN FACILITY

The Board is pleased to announce that on 29 December 2016, the Revolving Loan Agreement was entered into among the Lender, an indirect wholly-owned subsidiary of the Company, the Borrower and the Guarantor. Pursuant to the Revolving Loan Agreement, the Lender has agreed to grant the Facility in the principal amount of up to HK$16,500,000 to the Borrower for a period of two years commencing on the date of the Revolving Loan Agreement. Each Advance bears interest at a rate of 11% per annum.

The Facility is secured by the Guarantee. Each of the Borrower and the Guarantor (being the ultimate beneficial owner of the Borrower) is an Independent Third Party.

The Lender is the holder of a money lender licence under the Money Lenders Ordinance.

IMPLICATIONS UNDER THE LISTING RULES

As the highest applicable percentage ratio under the Listing Rules in respect of the grant of the Facility under the Revolving Loan Agreement is more than 5% but less than 25% and all other applicable percentage ratios are less than 25%, the grant of the Facility under the Revolving Loan Agreement constitutes a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules and is subject to notification and announcement requirements pursuant to Chapter 14 of the Listing Rules.

PROVISION OF LOAN FACILITY

The Board is pleased to announce that on 29 December 2016, the Revolving Loan Agreement was entered into among the Lender, an indirect wholly-owned subsidiary of the Company, the Borrower and the Guarantor.

Summarised below are the principal terms of the Revolving Loan Agreement.

THE REVOLVING LOAN AGREEMENT

Date	:	29 December 2016
Lender	:	China Jianxin Credit Services Limited, an indirect wholly-owned subsidiary of the Company. The Lender is the holder of a money lender licence under the Money Lenders Ordinance.
Borrower	:	A company incorporated in the British Virgin Islands with limited liability.
Guarantor	:	An individual who is the sole director and sole shareholder of the Borrower.
Principal Amount	:	Up to HK$16,500,000.
Interest	:	Interest on each Advance shall accrue at a rate of 11% per annum and shall be paid on a quarterly basis.
Availability Period	:	Two years commencing from the date of the Revolving Loan Agreement and ending on 28 December 2018 or, if earlier, the date on which the entire Available Facility is cancelled in accordance with the terms of the Revolving Loan Agreement.
Repayment	:	Subject as otherwise provided in the Revolving Loan Agreement, the Borrower shall repay all Advances and the outstanding interest on the last day of the Availability Period (or if such day is not a business day, the immediately following business day) or on demand by the Lender upon occurrence of an event of default under the Revolving Loan Agreement, whichever occurs earlier.
Prepayment	:	The Borrower may, by giving prior written notice to the Lender, prepay all or part of the Advances in accordance with the terms and conditions of the Revolving Loan Agreement together with the accrued interest on the amount prepaid and any other sum then due and payable.

Re-borrowing	:	The Borrower may immediately on any business day during the Availability Period re-borrow (in whole or in part) the Advance prepaid by the Borrower in accordance with the terms and conditions of the Revolving Loan Agreement.
Guarantee	:	The Facility is secured by the Guarantee provided by the Guarantor in favour of the Lender for all monies and obligations from time to time owing by the Borrower to the Lender.

FUNDING OF THE ADVANCE

The Group will finance the Advance(s) to be made under the Facility with its internal resources.

INFORMATION OF THE BORROWER AND THE GUARANTOR

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Borrower is principally engaged in investment holding and each of the Borrower and the Guarantor is an Independent Third Party.

INFORMATION OF THE GROUP AND THE LENDER

The Group is principally engaged in securities brokerage and margin financing, money lending, properties and securities investment, film distribution and exhibition, licensing and sublicensing of film rights, trade, wholesale and retail of optical products, watch and jewellery products. The Lender, being an indirect wholly-owned subsidiary of the Company, is a holder of a money lender licence under the Money Lenders Ordinance.

REASONS FOR ENTERING INTO THE REVOLVING LOAN AGREEMENT

The Directors consider that the grant of the Facility under the Revolving Loan Agreement is conducted in the course of the Group's money lending business.

The terms of the Revolving Loan Agreement (including the interest rate) are negotiated on an arm's length basis among the parties thereto, with reference to the commercial practice and the maximum amount of the Facility. The Directors are of the view that the terms of the Revolving Loan Agreement are on normal commercial terms. Taking into account the satisfactory financial background of the Borrower and the Guarantor and the interest income to be received by the Group, the Directors consider that the terms of the Revolving Loan Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As the highest applicable percentage ratio under the Listing Rules in respect of the grant of the Facility under the Revolving Loan Agreement is more than 5% but less than 25% and all other applicable percentage ratios are less than 25%, the grant of the Facility under the Revolving Loan Agreement constitutes a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules and is subject to notification and announcement requirements pursuant to Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, the following expressions have the following meanings:

"Advance"	each borrowing of a portion of the Available Facility by the Borrower or, as the case may be, the principal amount of that borrowing or the re-borrowing of an Advance in accordance with the Revolving Loan Agreement
"Available Facility"	the undrawn and uncancelled balance of HK$16,500,000, being the maximum amount to be granted under the Facility
"Availability Period"	the period of two years commencing on the date of the Revolving Loan Agreement and ending on 28 December 2018 or, if earlier, the date on which the entire Available Facility is cancelled in accordance with the terms of the Revolving Loan Agreement
"Board"	the board of Directors
"Borrower"	a company incorporated in the British Virgin Islands with limited liability, being the borrower under the Revolving Loan Agreement
"Company"	Universe International Financial Holdings Limited, a company incorporated in Bermuda with limited liability, whose shares are listed on the Stock Exchange (Stock code: 1046)
"Director(s)"	the director(s) of the Company
"Facility"	the revolving loan facility in the principal amount of up to HK$16,500,000 granted to the Borrower under the Revolving Loan Agreement
"Group"	the Company and its subsidiaries
"Guarantee"	the guarantee dated 29 December 2016 and signed by the Guarantor in favour of the Lender
"Guarantor"	an individual who is the sole director and sole shareholder of the Borrower, being the guarantor under the Revolving Loan Agreement
"HK$"	Hong Kong Dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China

"Independent Third Party(ies)"	third party(ies) independent of the Company and its connected person(s)
"Lender"	China Jianxin Credit Services Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, being the lender under the Revolving Loan Agreement
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Money Lenders Ordinance"	the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
"Revolving Loan Agreement"	the loan agreement dated 29 December 2016 entered into among the Lender, the Borrower and the Guarantor in relation to the grant of the Facility
"Shareholder(s)"	the shareholder(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

On behalf of the Board
Universe International Financial Holdings Limited
Lam Shiu Ming, Daneil
Chairman and Executive Director

Hong Kong, 29 December 2016

As at the date of this announcement, the executive Directors are Mr. Lam Shiu Ming, Daneil, Mr. Hung Cho Sing and Mr. Lam Kit Sun, and the independent non-executive Directors are Mr. Choi Wing Koon, Mr. Lam Chi Keung and Ms. Cheng Lo Yee.