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CHINA HEALTHWISE HOLDINGS LIMITED **中國智能健康控股有限公司**

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 348)

DISCLOSEABLE TRANSACTION – PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board announces that, on 19 March 2019 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Good Cheer Global as lender and Customer C as borrower. Pursuant to the Loan Agreement, Good Cheer Global has conditionally agreed to grant the Facilities of up to a principal amount of HK\$49.5 million to Customer C for a term of 12 months from the date of drawdown of the Loan.

The principal terms and conditions of the Loan Agreement are set out in the paragraph headed “The Loan Agreement” in this announcement.

The Directors consider that the Loan Agreement and its terms are fair and reasonable and in the interests of the Company and its shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As two of the relevant percentage ratios (as defined under the Listing Rules) in respect of the grant of the Facilities under the Loan Agreement, the Previous Loan under the Previous Loan Agreement 1 and the Previous Facilities under the Previous Loan Agreement 2 when aggregate are more than 5% but all are less than 25%, the grant of the Facilities under the Loan Agreement constitutes a discloseable transaction for the Company under the Listing Rules and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

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The Loan Agreement

The principal terms and conditions of the Loan Agreement are summarised as follows:

Date	:	19 March 2019
Lender	:	Good Cheer Global, a licensed money lender in Hong Kong
Borrower	:	Customer C
Principal amount of the Facilities	:	Up to HK\$49.5 million
Interest rate	:	12% per annum, payable semi-annually
Default interest rate	:	12% per annum on overdue sums, including outstanding principal amount of the Loan, interest and other amounts payable under the Loan Agreement, from the due date until payment in full.
Security	:	No security is provided by Customer C.
Availability period	:	12 months from the date of drawdown of the Loan. If (i) Customer C has not made the first drawing of the Facilities for 90 days (or such other number of days as Customer C and Good Cheer Global may agree in writing) after the commencement of the availability period; or (ii) Customer C has not made a drawing for 15 days (or such other number of days as Customer C and Good Cheer Global may agree in writing) after Customer C has repaid all the principal amount of the Loan, the interest accrued thereon and all other outstanding amounts under the Loan Agreement to Good Cheer Global, the Facilities shall automatically be cancelled and no longer be available for drawing.
Final repayment date	:	The date falling 12 months after the date of drawdown of the Loan.
Repayment	:	Customer C shall repay the outstanding principal amount of the Loan in full together with any accrued and unpaid interest in one lump sum on the final repayment date.

- Prepayment : Customer C may prepay to Good Cheer Global the whole or any part of the outstanding principal amount of the Loan before the final repayment date provided that (i) Customer C shall have given to Good Cheer Global prior written notice specifying the amount to be prepaid and the date on which prepayment is to be made, and (ii) Customer C shall, on the date of prepayment, pay to Good Cheer Global all accrued interest on the amount prepaid.
- Re-borrowing and drawing : Any amounts prepaid by Customer C before the final repayment date shall be available for re-borrowing and drawing provided that the aggregate outstanding principal amount of the Loan shall not exceed HK\$49.5 million.
- Conditions precedent : The Loan Agreement is conditional upon the fulfillment of the following conditions:
- (a) the publication of an announcement of the Company in relation to the Loan Agreement and the transactions contemplated thereunder in compliance with Chapter 14 of the Listing Rules;
 - (b) all representations and warranties made by Customer C in the Loan Agreement or in connection therewith being true and correct with the same effect as though made on and as of the date of drawing with reference to the facts and circumstances then subsisting;
 - (c) no event of default having occurred and no potential event of default having occurred (or being likely to occur as a result of the Loan being made); and
 - (d) Good Cheer Global having received and found satisfactory such additional information and documents relating to Customer C as Good Cheer Global may reasonably require.
- Long stop date : 31 March 2019 (or such later date as Customer C and Good Cheer Global may agree in writing).

Funding of the Facilities

The Facilities will be financed by internal resources of the Group.

Information on Customer C

Customer C is a company incorporated in the British Virgin Islands with limited liability and its principal activity is investment holding. To the best of the knowledge, information and belief of the Directors having made all reasonable enquires, Customer C is a third party independent of the Company and its connected persons (as defined under the Listing Rules).

Financial assistance transaction with Customer C in the past 12 months prior to the date of the Loan Agreement

On 9 May 2018, the Company as lender and Customer C as borrower entered into the Previous Loan Agreement 1. Pursuant to the Previous Loan Agreement 1, the Company conditionally agreed to grant the Previous Loan of a principal amount of HK\$60 million for a term of 3 months commencing from the date of drawdown. Prior to the final repayment date of the Previous Loan Agreement 1, Customer C prepaid the whole outstanding principal amount of the Previous Loan and the interest accrued.

On 19 July 2018, Good Cheer Global as lender and Customer C as borrower entered into the Previous Loan Agreement 2. Pursuant to the Previous Loan Agreement 2, Good Cheer Global conditionally agreed to grant the Previous Facilities of up to a principal amount of HK\$30 million for a term of 1 month commencing from the date of drawdown. Prior to the final repayment date of the Previous Loan Agreement 2, Customer C prepaid the whole outstanding principal amount of the Previous Facilities and the interest accrued.

As at the date of the Loan Agreement, the Previous Loan Agreement 1 and the Previous Loan Agreement 2 are no longer in full force and effect.

Information on the Group and Good Cheer Global

The Company is an investment holding company and the Group is principally engaged in sales of toys, commercial kitchen and consumer electronic products and Chinese health products, money lending business and investment in financial instruments.

Good Cheer Global is a money lender licensed in Hong Kong under the provisions of the Money Lenders Ordinance. Good Cheer Global conducts money lending business in Hong Kong through the provision of secured and unsecured loans to customers.

Reasons for and benefits of the grant of the Facilities under the Loan Agreement

As money lending is one of the principal activities of the Group, the grant of the Facilities under the Loan Agreement to Customer C is in the ordinary and usual course of business of the Group.

The terms of the Loan Agreement are negotiated on an arm's length basis between Good Cheer Global and Customer C. The Directors are of the view that the terms of the Loan Agreement are on normal commercial terms. Given that a stable interest income is generated from the Loan during the term of the Loan Agreement, the Directors consider that the Loan Agreement and its terms are fair and reasonable and in the interests of the Company and its shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As two of the relevant percentage ratios (as defined under the Listing Rules) in respect of the grant of the Facilities under the Loan Agreement, the Previous Loan under the Previous Loan Agreement 1 and the Previous Facilities under the Previous Loan Agreement 2 when aggregate are more than 5% but all are less than 25%, the grant of the Facilities under the Loan Agreement constitutes a discloseable transaction for the Company under the Listing Rules and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, the following words and expressions shall, unless the context otherwise requires, have the same meanings when used herein:

“Board”	the board of Directors
“Company”	China Healthwise Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 348)
“Customer C”	a company incorporated in the British Virgin Islands with limited liability
“Director(s)”	the director(s) of the Company
“Facilities”	the Loan to be made available by Good Cheer Global to Customer C under the Loan Agreement
“Good Cheer Global”	Good Cheer Global Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Loan”	the principal amount of up to HK\$49.5 million to be advanced by Good Cheer Global subject to and upon the terms and conditions of the Loan Agreement or any part thereof and for the time being outstanding
“Loan Agreement”	the conditional loan agreement dated 19 March 2019 and entered into between Good Cheer Global as lender and Customer C as borrower relating to the grant of the Facilities
“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
“Previous Facilities”	the unsecured revolving loan facilities of up to a principal amount of HK\$30 million to be made available by Good Cheer Global to Customer C under the Previous Loan Agreement 2
“Previous Loan”	the unsecured fixed loan of a principal amount of HK\$60 million granted by the Company to Customer C under the Previous Loan Agreement 1
“Previous Loan Agreement 1”	the conditional loan agreement dated 9 May 2018 entered into between the Company as lender and Customer C as borrower relating to the granting of the Previous Loan
“Previous Loan Agreement 2”	the conditional loan agreement dated 19 July 2018 entered into between Good Cheer Global as lender and Customer C as borrower relating to the granting of the Previous Facilities
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board
China Healthwise Holdings Limited
Lei Hong Wai
Chairman and Executive Director

Hong Kong, 19 March 2019

As at the date of this announcement, the executive Directors are Mr. Lei Hong Wai (Chairman), Mr. Leung Alex (Vice Chairman), Ms. Lo Ming Wan, Mr. Tse Chi Keung and Mr. Yuan Huixia; the non-executive Director is Mr. Diao Yunfeng; and the independent non-executive Directors are Mr. Lai Hok Lim, Mr. Lien Wai Hung and Mr. Wong Tak Chuen.