

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



## **Asia Cement (China) Holdings Corporation**

*(incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 743)**

### **ANNOUNCEMENT OF DISCLOSEABLE TRANSACTION**

On 17 June 2013, Asia Cement (China) Holdings Corporation (the “Company”) entered into the Loan Agreements with the Borrower, whereby the Company agreed to provide the Loans to the Borrower for a loan period starting from 17 June 2013 and ending on 16 June 2014. Since the Loans exceeds 5% under the ratio tests defined under Rule 14.07(1) of the Listing Rules but less than 25%, the Loans are subject to reporting and announcement requirements under Rule 14.33 of the Listing Rules.

#### **THE LOAN AGREEMENTS**

##### **Date**

17 June 2013

##### **Parties**

1. Far Eastern New Century (China) Investment Limited (the “Borrower”)
2. Asia Cement (China) Holdings Corporation (the “Company”)

The Borrower is not a connected person of the Company pursuant to the Listing Rules.

##### **Duration**

17 June 2013 to 16 June 2014

##### **Purpose**

For working capital of the Borrower.

## **Loan amount**

Aggregate Principal amount of US\$68,000,000

## **Material Terms of the Loans**

Pursuant to the Loan Agreements, the Company agreed to make available an aggregate principal sum of US\$68,000,000 to the Borrower, which can be drawn down by the Borrower at anytime within the one year Reserve Period according to their financial needs without interests and without collateral. A total of two Loan Agreements have been entered into with identical terms except one with the principal sum of US\$38,000,000 and the other with the principal sum of US\$30,000,000.

According to the terms, (i) the Loans principal amount shall be repaid in full on or before the Repayment Date; or (ii) the Borrower may repay the Loans at a time later than the Repayment Date, subject to the consent from the Company; or (iii) the Borrower may prepay the Loans or any part of the Loan at any time before the Repayment Date.

The Loan Agreements will be effective upon approval from SAFE and thereafter, any repayment of the Loan is subject to the approvals from SAFE.

The parties are currently undergoing negotiation regarding to some potential investment in the PRC, and the Loans will be applied as part of the investment sum if the Board of the Parties can reach a conclusion and sign the Investment Agreement within the Reserve Period, otherwise, if the Parties cannot reach a conclusion on the investment, the Borrower is required to pay interest to the Company at such rate and manner to be agreed between the Parties. The Company will comply with the Listing Rules from time to time and make further announcement as appropriate should the potential investment becomes definitive.

## **INFORMATION ON THE BORROWER**

The Borrower is a limited liability company incorporated in PRC. The Borrower is principally engaged in the business of investment.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Borrower and its ultimate beneficial owners are indirect shareholders of the Company but are not connected persons of the Company according to the Listing Rules.

Save as the Loan Agreements, there has been no outstanding loans, advances, balances nor receivables between the Borrower and the Company.

## **REASONS FOR AND BENEFITS OF THE PROVISION OF THE LOAN**

The principal business activity of the Borrower is investment holding. Terms of the Loan Agreements were determined after arm's length negotiations between the Company and the Borrower. The Board is of the view that the terms of the Loans are on normal commercial terms to the Company. Having considered that the provision of the Loans can foster the Company's good relationship with its indirect shareholder, i.e. the Borrower, the Directors consider that the provision of the Loans to be in the interests of the Company and the Shareholders as a whole.

## LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated in accordance with the Listing Rules in relation to the provision of the Loans exceeds 5% but is less than 25%, the provision of the Loans constitutes a discloseable transaction for the Company under Rule 14.06(2) of the Listing Rules and is subject to the notification and announcement requirements pursuant to Rule 14.33 of the Listing Rules.

## DEFINITION

The following expressions in this announcement have the meanings set out below unless the context requires otherwise:

“Board”	the board of Directors
“Borrower”	Far Eastern New Century (China) Investment Limited, a company incorporated in PRC
“Company”	Asia Cement (China) Holdings Corporation, a company incorporated in Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange (stock code: 743)
“connected person”	has the meaning ascribed to this term under the Listing Rules
“Directors”	directors of the Company from time to time
“Investment Agreement”	an investment agreement between the Borrower and the Company to be entered into regarding to the potential investment in the PRC
“Loan Agreements”	the two agreements dated 17 June 2013 and entered into between the Borrower and the Company
“Loans”	the loans with the total principal amount of US\$68,000,000 as prescribed under the Loan Agreements
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“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
“Parties”	the Borrower and the Company

“PRC”	the People’s Republic of China
“Repayment Date”	the date for repayment of the Loan in full under the Loan Agreements which is 16 June 2014
“Reserve Period”	the one year period from the date of first withdrawal of the Loans or part of the Loans which is from 17 June 2013 to 16 June 2014
“SAFE”	the State Administration of Foreign Exchange of the People’s Republic of China
“Shareholder(s)”	holder(s) of the share(s) of HK\$0.1 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“US\$”	United States dollars, the lawful currency of the United States of America
“%”	Percent

By order of the Board  
**Asia Cement (China) Holdings Corporation**  
**Mr. Hsu Shu-tong**  
*Chairman*

Hong Kong, 17 June 2013

*As at the date of this announcement, the executive Directors are Mr. CHANG Tsai-hsiung, Dr. WU Chung-lih, Madam CHIANG SHAO Ruey-huey, Mr. CHANG Chen-kuen and Mr. LIN Seng-chang, the non-executive Director and Chairman is Mr. HSU Shu-tong, the independent non-executive Directors are Mr. LIU Zhen-tao, Mr. LEI Qian-zhi, Mr. TSIM Tak-lung Dominic and Dr. WONG Ying-ho Kennedy.*