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# **GRAPHEX**

**GRAPHEX GROUP LIMITED**

**烯石電動汽車新材料控股有限公司**

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

**(Stock Code: 6128)**

## **DISCLOSEABLE TRANSACTION RENEWAL OF REVOLVING LOAN FACILITY**

### **RENEWAL OF THE REVOLVING LOAN FACILITY**

Reference is made to the announcements of the Company dated 20 September 2016, 24 January 2017, 8 December 2017 and 25 June 2019 in relation to the provision of Revolving Loan Facility by the Company to the Borrower Group.

On 1 December 2021, the Company entered into the Fourth Renewal Agreement with the Borrower pursuant to which the Lender agreed to renew the existing revolving loan facility in the same amount of HK\$50,000,000 at the same interest rate of 12% per annum for a period from 1 January 2022 to 31 December 2024. Subject to the terms and conditions, the unsecured Renewed Revolving Loan Facility can be drawn down at any time for a maximum of one year during the availability period. The Fourth Renewal Agreement will become effective upon the expiry of the Third Renewal Agreement. All outstanding loan balances (if any) under the Third Renewal Agreement will be carried forward as new loan under the Fourth Renewal Agreement. As of the date of this announcement, the Borrower Group has an outstanding loan balance of nil.

## **LISTING RULES IMPLICATION**

The entering into of the Fourth Renewal Agreement constitutes a discloseable transaction for the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Renewed Revolving Loan Facility exceed 5% but are less than 25%, the grant of the Renewed Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders' approval requirement.

In addition, as the Renewed Revolving Loan Facility under the Fourth Renewal Agreement, if fully utilized, exceeds 8% under the assets ratio defined under Rule 14.07(1) of the Listing Rules, the entering into of the Fourth Renewal Agreement is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

## **RENEWAL OF THE REVOLVING LOAN FACILITY**

On 1 December 2021, the Company entered into the Fourth Renewal Agreement with the Borrower pursuant to which the Lender agreed to renew the unsecured Renewed Revolving Loan Facility in the same amount of HK\$50,000,000 at the same interest rate of 12% per annum during the availability period from 1 January 2022 to 31 December 2024.

## **THE FOURTH RENEWAL AGREEMENT**

The principal terms of the Fourth Renewal Agreement are summarised as follows:

Date:	1 December 2021
Lender:	The Company
Borrower Group:	Earthasia Worldwide Holdings Limited, a company incorporated in Hong Kong with limited liability and its subsidiaries.
Amount of the Renewed Revolving Loan Facility:	Up to HK\$50,000,000 which is revolving in nature in which any part of the Renewed Revolving Loan Facility that is repaid or prepaid may be re-borrowed by the Borrower, subject to the terms and conditions of the Fourth Renewal Agreement.

Repayment Term:	Maximum of one year from the date of drawdown, subject to further written agreement between the Lender and the Borrower on any possible extension.
Repayment:	Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Renewed Revolving Loan Facility in full in one lump sum together with all interest accrued thereon and all other monies payable under the Fourth Renewal Agreement on the maturity date. In addition, the Lender shall have the right from time to time in its absolute and sole discretion require or demand any collateral which is with a value equivalent or over the outstanding amount from the Borrower.
Prepayment:	The Borrower may prepay all or any part of a drawdown prior to the maturity date without penalty. Any prepayment of a drawdown will refresh the available amount of the Renewed Revolving Loan Facility for drawing.
Interest:	Interest shall accrue on the outstanding balance of any drawdown at the rate of 12% per annum.
Conditions:	The Lender shall have absolute discretion as to whether to make available any sum for any drawdown under the Fourth Renewal Agreement.

## **INFORMATION OF THE GROUP**

The principal activity of the Company is investment holding. The principal activities of the Group are landscape architecture in Hong Kong and Mainland China, catering business in Mainland China, and graphene business in Mainland China.

## **INFORMATION ON THE BORROWER GROUP**

The Borrower and its subsidiaries are principally engaged in the trading of Japanese goods which includes foods, cosmetics, groceries, daily necessities etc. between Japan, Hong Kong and the PRC.

The Borrower is a company incorporated in Hong Kong with limited liability and is owned as to 30% by the Group and 9.9% by Mr. Chan, which has been accounted for as an investment in joint venture. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the holder of the remaining 60.1% issued share capital of the Borrower and its ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons. The Borrower is not a commonly held entity of the Group within the meaning of Rule 14A.27 of the Listing Rules and the loan is not a connected transaction under Chapter 14A of the Listing Rules.

## **REASONS FOR AND BENEFITS OF THE PROVISION OF THE RENEWED REVOLVING LOAN FACILITY**

The terms of the Fourth Renewal Agreement were arrived at after arm's length negotiations between the Lender and the Borrower.

Having considered the background of the Borrower Group and the interest income to be earned by the Group, the Directors consider that it is beneficial to enter into the Fourth Renewal Agreement. The Directors consider that the Renewed Revolving Loan Facility will result in a reasonable income and interest return to the Group. The Directors believe that the terms of the Renewed Revolving Loan Facility are on normal commercial terms, which are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

The Renewed Revolving Loan Facility will be funded by internal resources of the Group and financing from the other lending institutions and will be recorded as loan receivables of the Group.

## **LISTING RULES IMPLICATIONS**

The entering into of the Fourth Renewal Agreement constitutes a discloseable transaction for the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Renewed Revolving Loan Facility exceed 5% but are less than 25%, the grant of the Renewed Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders' approval requirement.

In addition, as the Renewed Revolving Loan Facility under the Fourth Renewal Agreement, if fully utilized, exceeds 8% under the assets ratio defined under Rule 14.07(1) of the Listing Rules, the entering into of the Fourth Renewal Agreement is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

## DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the otherwise stated:-

“associate(s)”	has the meaning ascribed to it in the Listing Rules
“Board”	the board of directors of the Company
“Borrower”	Earthasia Worldwide Holdings Limited (泛亞國貿有限公司)
“Borrower Group”	Borrower and its subsidiaries
“Company”	Graphex Group Limited (烯石電動汽車新材料控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Controlling Shareholder”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Fourth Renewal Agreement”	the fourth renewal agreement dated 1 December 2021 entered into between the Lender and the Borrower
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of the Hong Kong Special Administrative Region of the People’s Republic of China
“independent third party(ies)”	has the meaning ascribed thereto under the Listing Rules
“Lender”	the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Chan”	Chan Yick Yan Andross (陳奕仁), an executive Director and a Controlling Shareholder
“PRC”	the People’s Republic of China

“Renewed Revolving Loan Facility”	the renewed Revolving Loan Facility of up to HK\$50,000,000 provided by the Lender to the Borrower pursuant to the terms and conditions of the Fourth Renewal Agreement
“Revolving Loan Facility”	the revolving loan facility of up to HK\$50,000,000 provided by the Lender to the Borrower pursuant to the terms and conditions of the Second Renewal Agreement
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“Third Renewal Agreement”	the third renewal agreement dated 25 June 2019 entered into between the Lender and the Borrower
“%”	per cent

By order of the Board  
**Graphex Group Limited**  
**Lau Hing Tat Patrick**  
*Chairman*

Hong Kong, 1 December 2021

*As at the date of this announcement, the executive Directors are Mr. Lau Hing Tat Patrick, Mr. Chan Yick Yan Andross, Mr. Tian Ming, Mr. Yang Liu and Mr. Qiu Bin; the non-executive Director is Mr. Ma Lida; and the independent non-executive Directors are Ms. Tam Ip Fong Sin, Mr. Wang Yuncai, Mr. Liu Kwong Sang, Mr. Tang Zhaodong and Mr. Chan Anthony Kaikwong.*