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ZEBRA STRATEGIC HOLDINGS LIMITED

施伯樂策略控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock code: 8260)

DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 9 February 2015, Guangdong Hong Bo had entered into the Entrusted Loan Agreements with the Lending Agent and the Borrowers. Pursuant to the Guangyin Entrusted Loan Agreement, Guangdong Hong Bo has agreed to entrust a fund in the amount of RMB4.50 million (equivalent to approximately HK\$5.63 million) to the Lending Agent, for on-lending to Guangzhou Guangyin for a term of 105 days (“Guangyin Loan”). Pursuant to the Junzhan Entrusted Loan Agreement, Guangdong Hong Bo has agreed to entrust a fund in the amount of RMB4.50 million (equivalent to approximately HK\$5.63 million) to the Lending Agent, for on-lending to Guangzhou Junzhan for a term of 105 days (“Junzhan Loan”).

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the amount of financial assistance granted to each Borrower within the period of 12 months immediately preceding to the date of the Entrusted Loan Agreement was more than 5% but less than 25%, the entrusted loan granted under each of the Entrusted Loan Agreements constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

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Summarised below are the principal terms of the Entrusted Loan Agreements.

THE ENTRUSTED LOAN AGREEMENTS

Principal terms of the Guangyin Loan

Date of the Guangyin Entrusted Loan Agreement:	9 February 2015
Lender:	Guangdong Hong Bo
Borrower:	Guangzhou Guangyin
Lending Agent:	Ping An Bank Co., Ltd.
Loan amount:	RMB4.50 million (equivalent to approximately HK\$5.63 million)
Interest rate:	Interest rate 7% per annum
Term:	105 days commencing from the drawdown date of the Guangyin Loan
Repayment:	Guangzhou Guangyin shall repay in full the outstanding amount of the Guangyin Loan at the end of the term
Early Repayment:	Subject to the consent of the Lender, Guangzhou Guangyin may repay the outstanding Guangyin Loan and the accrued interest in full before the loan maturity and additional interest as compensation for such early repayment applied

Entrustment of the Guangyin Loan

Guangdong Hong Bo will transfer the amount with respect to the Guangyin Loan, being RMB4.50 million (equivalent to approximately HK\$5.63 million), to a designated account held by the Lending Agent which then transfer to Guangzhou Guangyin on the drawdown date. The Group will finance the Guangyin Loan with its internal resources.

Pursuant to the Guangyin Entrusted Loan Agreement, all the economic interest (including but not limited to loan repayment and loan interest) arising from the Guangyin Entrusted Loan Agreement shall belong to Guangdong Hong Bo and the Lending Agent does not enjoy any economic interest arising therefrom.

Principal terms of the Junzhan Loan

Date of the Junzhan Entrusted Loan Agreement:	9 February 2015
Lender:	Guangdong Hong Bo
Borrower:	Guangzhou Junzhan

Lending Agent:	Ping An Bank Co., Ltd.
Loan amount:	RMB4.50 million (equivalent to approximately HK\$5.63 million)
Interest rate:	Interest rate 7% per annum
Term:	105 days commencing from the drawdown date of the Junzhan Loan
Repayment:	Guangzhou Junzhan shall repay in full the outstanding amount of the Junzhan Loan at the end of the term
Early Repayment:	Subject to the consent of the Lender, Guangzhou Junzhan may repay the outstanding Junzhan Loan and the accrued interest in full before the loan maturity and additional interest as compensation for such early repayment applied

Entrustment of the Junzhan Loan

Guangdong Hong Bo will transfer the amount with respect to the Junzhan Loan, being RMB4.50 million (equivalent to approximately HK\$5.63 million), to a designated account held by the Lending Agent which then transfer to Guangzhou Junzhan on the drawdown date. The Group will finance the Junzhan Loan with its internal resources.

Pursuant to the Junzhan Entrusted Loan Agreement, all the economic interest (including but not limited to loan repayment and loan interest) arising from the Junzhan Entrusted Loan Agreement shall belong to Guangdong Hong Bo and the Lending Agent does not enjoy any economic interest arising therefrom.

INFORMATION ON THE BORROWERS

Guangzhou Guangyin is a company established in the PRC with limited liability. It is principally engaged in the provision of a range of wholesale trading in the PRC. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, Guangzhou Guangyin and its ultimate beneficial owners are Independent Third Parties and not connected with the Company.

Guangzhou Junzhan is a company established in the PRC with limited liability. It is principally engaged in the trading of petroleum products in the PRC. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, Guangzhou Junzhan and its ultimate beneficial owners are Independent Third Parties and not connected with the Company.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, Guangzhou Guangyin and Guangzhou Junzhan and their ultimate beneficial owners are independent of and not connected with each other. The Borrowers have less than 12-month business relationship with the Group, other than entering into the Entrusted Loan Agreements, and there is no default history of the Borrowers to the Group.

INFORMATION ON THE LENDING AGENT

The Lending Agent is a PRC commercial bank principally engaged in the provision of a range of banking services and related financial services.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Lending Agent and its ultimate beneficial owners are Independent Third Parties and not connected persons of the Group.

INFORMATION ON THE GROUP

The principal activity of the Group is the provision of staff outsourcing services. The Group is also engaged in the provision of executive/staff search services and other human resources support services.

Guangdong Hong Bo is a company established in the PRC which is principally engaged in the provision of credit assessment and credit counseling services to the customers in the PRC.

REASONS FOR THE ENTRUSTED LOAN AGREEMENTS

The terms of the Entrusted Loan Agreements are negotiated on an arm's length basis and are on normal commercial terms. The Entrusted Loan Agreements are expected to increase the revenue of the Group and to bring positive cashflow arisen from the interest income in respect of the Guangyin Loan and Junzhan Loan. The Directors (including the independent non-executive Directors) consider that the entering into of the Entrusted Loan Agreements are fair and reasonable and in the interests of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the amount of financial assistance granted to each Borrower within the period of 12 months immediately preceding to the date of the Entrusted Loan Agreements was more than 5% but less than 25%, the entrusted fund granted under each of the Entrusted Loan Agreements constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under the GEM Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Borrowers” or each a “Borrower”	Guangzhou Guangyin and Guangzhou Junzhan
“Company”	Zebra Strategic Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on GEM

“Director(s)”	the director(s) of the Company
“Entrusted Loan Agreements” or each an “Entrusted Loan Agreement”	Guangzhan Entrusted Loan Agreement and Junzhan Entrusted Loan Agreement
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Guangdong Hong Bo”	廣東弘博信用管理服務有限公司 (unofficial English translation being “Guangdong Hong Bo Credit Management Services Company Limited”), a limited liability company established in the PRC, the entire equity interest of which is wholly-owned by the Group
“Guangyin Entrusted Loan Agreement”	the loan agreement dated 9 February 2015 entered into between Guangdong Hong Bo, Ping An Bank Co., Ltd. and Guangzhou Guangyin in respect of a loan in the amount of RMB4.50 million (equivalent to approximately HK\$5.63 million)
“Guangzhou Guangyin”	廣州市廣銀石油化工原料有限公司 (unofficial English translation being “Guangzhou Guangyin Petroleum Chemicals Company Limited”), a company established in the PRC with limited liability and an Independent Third Party
“Guangzhou Junzhan”	廣州駿展油品有限公司 (unofficial English translation being “Guangzhou Junzhan Petroleum Products Company Limited”), a company established in the PRC with limited liability and an Independent Third Party
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	person who, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, is third party independent of the Company and its connected person(s)
“Junzhan Entrusted Loan Agreement”	the loan agreement dated 9 February 2015 entered into between Guangdong Hong Bo, Ping An Bank Co., Ltd. and Guangzhou Junzhan in respect of a loan in the amount of RMB4.50 million (equivalent to approximately HK\$5.63 million)

“Lending Agent”	Ping An Bank Co., Ltd., an Independent Third Party
“PRC”	the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

In this announcement, amounts quoted in RMB have been converted into HK\$ at the rate of HK\$1 to RMB0.80. Such exchange rate has been used, where applicable, for the purposes of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

By Order of the Board
Zebra Strategic Holdings Limited
Chang Tin Duk, Victor
Chairman and executive Director

Hong Kong, 9 February 2015

As at the date of this announcement, the executive Directors are Mr. Chang Tin Duk Victor and Mr. Zheng Zhong Qiang, the non-executive Director is Mr. Lam Tsz Chung and the independent non-executive Directors are Mr. Lam Raymond Shiu Cheung, Mr. Wang En Ping and Dr. Cheung Wai Bun Charles, JP.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on the GEM for the purpose of giving information with regard to the Company.

The Directors, having made all reasonable enquires, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on GEM website on the “Latest Listed Company Information” page for at least seven days from the day of its posting and on the Company’s website at www.zebra.com.hk.