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GLOBAL INTERNATIONAL CREDIT GROUP LIMITED

環球信貸集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1669)

DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF THE NEW LOAN

The Board is pleased to announce that on 2 November 2018, GICL, as lender, entered into Loan Agreement E with Customer B, Customer D, Customer E and Customer F, each as borrower, pursuant to which, GICL has agreed to grant a secured loan in the amount of HK\$16,000,000 for a term of 12 months.

Prior to the entering into of Loan Agreement E, (i) GICL, as lender, has entered into Loan Agreement A, Loan Agreement B and Loan Agreement C; and (ii) GIF, as lender, has entered into Loan Agreement D, respectively, for the grant of four outstanding secured loans in an aggregate amount of HK\$23,000,000 to the Customers.

The Group is principally engaged in money lending business of providing property mortgage loans and personal loans in Hong Kong under the Money Lenders Ordinance. Each of GICL and GIF, as the respective lender of the New Loan and the Previous Loans (as the case may be), is an indirect wholly-owned subsidiary of the Company.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios in respect of the New Loan exceed 5% but are less than 25% under Rule 14.07 of the Listing Rules, the grant of the New Loan constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

As each of the Customers is associated with each other (details of their relationship are set out in the section headed "Information on the Customers" in this announcement), the grant of the New Loan and the Previous Loans to the Customers requires aggregation under Rule 14.22 of the Listing Rules. As the applicable percentage ratios in respect of the New Loan and the Previous Loans in aggregate exceed 5% but are less than 25% under Rule 14.07 of the Listing Rules, the grant of the New Loan and the Previous Loans constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

PROVISION OF THE NEW LOAN

The Board is pleased to announce that on 2 November 2018, GICL, as lender, entered into Loan Agreement E with Customer B, Customer D, Customer E and Customer F, each as borrower, pursuant to which, GICL has agreed to grant a secured loan in the amount of HK\$16,000,000 for a term of 12 months, details of which are as follows:

LOAN AGREEMENT E

Date of agreement	:	2 November 2018
Lender	:	GICL
Borrowers	:	Customer B, Customer D, Customer E and Customer F
Principal	:	HK\$16,000,000
Interest rate	:	11% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of two industrial properties and one car parking space located in Shatin with valuation conducted by an independent property valuer on 1 November 2018 with an aggregate amount of HK\$28,500,000
Repayment	:	Borrowers shall repay the interest on the principal in 12 monthly instalments and the principal amount at loan maturity
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$1,760,000 throughout the term
Early repayment	:	The borrowers may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

PROVISION OF THE PREVIOUS LOANS

Prior to the entering into of Loan Agreement E, (i) GICL, as lender, has entered into Loan Agreement A, Loan Agreement B and Loan Agreement C; and (ii) GIF, as lender, has entered into Loan Agreement D, respectively, for the grant of four outstanding secured loans in an aggregate amount of HK\$23,000,000 to the Customers. A summary of the Previous Loan Agreements is set out as follows:

LOAN AGREEMENT A

Date of agreement	:	31 May 2018
Lender	:	GICL
Borrowers	:	Customer B, Customer D, Customer E and Customer F
Principal	:	HK\$8,000,000
Interest rate	:	11% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of an industrial property and three car parking spaces located in Shatin with valuation conducted by an independent property valuer on 30 May 2018 with an aggregate amount of HK\$39,500,000
Repayment	:	Borrowers shall repay the interest on the principal in 12 monthly instalments and the principal amount at loan maturity
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$880,000 throughout the term
Early repayment	:	The borrowers may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

Details of Loan Agreement A have been previously disclosed in the section headed "Loan Agreement B" in the announcement of the Company dated 21 August 2018.

LOAN AGREEMENT B

Date of agreement	:	28 June 2018
Lender	:	GICL
Borrowers	:	Customer B, Customer D, Customer E and Customer F
Principal	:	HK\$6,000,000
Interest rate	:	11% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of an industrial property and three car parking spaces located in Shatin with valuation conducted by an independent property valuer on 30 May 2018 with an aggregate amount of HK\$39,500,000
Repayment	:	Borrowers shall repay the interest on the principal in 12 monthly instalments and the principal amount at loan maturity
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$660,000 throughout the term
Early repayment	:	The borrowers may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

Details of Loan Agreement B have been previously disclosed in the section headed "Loan Agreement C" in the announcement of the Company dated 21 August 2018.

LOAN AGREEMENT C

Date of agreement	:	21 August 2018
Lender	:	GICL
Borrowers	:	Customer B, Customer D, Customer E and Customer F
Principal	:	HK\$6,000,000
Interest rate	:	11% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of an industrial property and three car parking spaces located in Shatin with valuation conducted by an independent property valuer on 30 May 2018 with an aggregate amount of HK\$39,500,000
Repayment	:	Borrowers shall repay the interest on the principal in 12 monthly instalments and the principal amount at loan maturity
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$660,000 throughout the term
Early repayment	:	The borrowers may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

Details of Loan Agreement C have been previously disclosed in the section headed "Loan Agreement D" in the announcement of the Company dated 21 August 2018.

LOAN AGREEMENT D

Date of agreement	:	29 October 2018
Lender	:	GIF
Borrowers	:	Customer A, Customer B and Customer C
Principal	:	HK\$3,000,000
Interest rate	:	16% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A second legal charge/mortgage in respect of a residential property located in Shatin with valuation conducted by an independent property valuer on 20 August 2018 with an amount of HK\$16,500,000
Repayment	:	Borrowers shall repay the interest on the principal in 12 monthly instalments and the principal amount at loan maturity
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$480,000 throughout the term
Early repayment	:	The borrowers may at any time before the loan maturity repay the principal by giving GIF not less than one month's prior written notice

INFORMATION ON THE CREDIT RISK RELATING TO THE NEW LOAN AND THE PREVIOUS LOANS

The New Loan and the Previous Loans are collateralised against one residential property, three industrial properties and four car parking spaces provided by the Customers with an aggregate loan-to-value ratio of approximately 52.8% based on the value of the mortgaged properties for the New Loan and the Previous Loans as determined by independent property valuers.

The advances in respect of the New Loan and the Previous Loans were made based on (i) the Group's credit assessments on the financial strength and repayment ability of the Customers; and (ii) the collaterals provided by the Customers, which are at prime sites in Hong Kong. After taking into account the factors as disclosed above in assessing the risks of the relevant advances, the Group considers that the risks involved in the advance to the Customers are acceptable to the Group.

FUNDING OF THE NEW LOAN

The Group will finance the New Loan with the Group's general working capital.

INFORMATION ON THE CUSTOMERS

Customer A

Customer A is a limited company incorporated in Hong Kong and an Independent Third Party which is principally engaged in the business of property investment. Each of Customer B and Customer C is (i) a director; and (ii) one of the ultimate beneficial owners of Customer A.

Customer B

Customer B is an individual and an Independent Third Party. He is one of the directors and one of the ultimate beneficial owners of Customer A and Customer D. He is the spouse of Customer C.

Customer C

Customer C is an individual and an Independent Third Party. She is one of the directors and one of the ultimate beneficial owners of Customer A. She is the spouse of Customer B.

Customer D

Customer D is a limited company incorporated in Hong Kong and an Independent Third Party which is principally engaged in the business of property investment. Each of Customer B and Customer F is (i) a director; and (ii) one of the ultimate beneficial owners of Customer D. Customer E is one of the ultimate beneficial owners of Customer D.

Customer E

Customer E is an individual and an Independent Third Party. He is one of the ultimate beneficial owners of Customer D.

Customer F

Customer F is an individual and an Independent Third Party. He is one of the directors and one of the ultimate beneficial owners of Customer D.

The Customers are repeated customers of the Group with outstanding loans with the Group, prior to the grant of the New Loan, of HK\$23,000,000 and there is no record of default as at the date of this announcement. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiry, the Customers are third parties independent of the Company and its connected persons.

INFORMATION ON THE GROUP, GICL and GIF

The Group is principally engaged in money lending business of providing property mortgage loans and personal loans in Hong Kong under the Money Lenders Ordinance. Each of GICL and GIF, as the respective lender of the New Loan and the Previous Loans (as the case may be), is an indirect wholly-owned subsidiary of the Company.

REASONS FOR ENTERING INTO LOAN AGREEMENT E AND THE PREVIOUS LOAN AGREEMENTS

Taking into account the principal business activities of the Group, the grant of the New Loan and the Previous Loans to the Customers is in the ordinary and usual course of business of the Group.

The terms of Loan Agreement E and the Previous Loan Agreements were negotiated on an arm's length basis between GICL, GIF and the Customers, as the case may be, being the respective parties to Loan Agreement E and the Previous Loan Agreements. The Directors consider that the grant of the New Loan and the Previous Loans is financial assistance provided by the Group within the meaning of the Listing Rules. The Directors are of the view that the terms of Loan Agreement E and the Previous Loan Agreements were entered into on normal commercial terms based on the Group's credit policy. Taking into account the satisfactory financial background of the Customers and that a stable revenue and cashflow stream from the interest income is expected, the Directors consider that the terms of Loan Agreement E and the Previous Loan Agreements are fair and reasonable and the entering into of Loan Agreement E and the Previous Loan Agreements are in the interests of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios in respect of the New Loan exceed 5% but are less than 25% under Rule 14.07 of the Listing Rules, the grant of the New Loan constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

As each of the Customers is associated with each other (details of their relationship are set out in the section headed "Information on the Customers" in this announcement), the grant of the New Loan and the Previous Loans to the Customers requires aggregation under Rule 14.22 of the Listing Rules. As the applicable percentage ratios in respect of the New Loan and the Previous Loans in aggregate exceed 5% but are less than 25% under Rule 14.07 of the Listing Rules, the grant of the New Loan and the Previous Loans constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Company”	Global International Credit Group Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
“Customer A”	one of the borrowers under Loan Agreement D, being a limited company incorporated in Hong Kong and an Independent Third Party
“Customer B”	one of the borrowers under each of Loan Agreement A, Loan Agreement B, Loan Agreement C, Loan Agreement D and Loan Agreement E, being an individual, one of the directors and ultimate beneficial owners of each of Customer A and Customer D, and an Independent Third Party
“Customer C”	one of the borrowers under Loan Agreement D, being an individual, one of the directors and ultimate beneficial owners of Customer A, and an Independent Third Party
“Customer D”	one of the borrowers under each of Loan Agreement A, Loan Agreement B, Loan Agreement C and Loan Agreement E, being a limited company incorporated in Hong Kong and an Independent Third Party
“Customer E”	one of the borrowers under each of Loan Agreement A, Loan Agreement B, Loan Agreement C and Loan Agreement E, being an individual, one of the ultimate beneficial owners of Customer D, and an Independent Third Party
“Customer F”	one of the borrowers under each of Loan Agreement A, Loan Agreement B, Loan Agreement C and Loan Agreement E, being an individual, one of the directors and ultimate beneficial owners of Customer D, and an Independent Third Party
“Customers”	Customer A, Customer B, Customer C, Customer D, Customer E and Customer F
“Director(s)”	the director(s) of the Company

“GICL”	Global International Credit Limited, a limited liability company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“GIF”	Global International Finance Limited, a limited liability company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“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”	person or company which is not connected person (as defined in the Listing Rules) of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement A”	the loan agreement entered into between GICL and Customer B, Customer D, Customer E and Customer F on 31 May 2018, particulars of which are stated in the section headed “Loan Agreement A” in this announcement
“Loan Agreement B”	the loan agreement entered into between GICL and Customer B, Customer D, Customer E and Customer F on 28 June 2018, particulars of which are stated in the section headed “Loan Agreement B” in this announcement
“Loan Agreement C”	the loan agreement entered into between GICL and Customer B, Customer D, Customer E and Customer F on 21 August 2018, particulars of which are stated in the section headed “Loan Agreement C” in this announcement
“Loan Agreement D”	the loan agreement entered into between GIF and Customer A, Customer B and Customer C on 29 October 2018, particulars of which are stated in the section headed “Loan Agreement D” in this announcement
“Loan Agreement E”	the loan agreement entered into between GICL and Customer B, Customer D, Customer E and Customer F on 2 November 2018, particulars of which are stated in the section headed “Loan Agreement E” in this announcement
“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

“New Loan”	the mortgage loan in the amount of HK\$16,000,000 provided by GICL to Customer B, Customer D, Customer E and Customer F under Loan Agreement E
“Previous Loans”	the mortgage loans in the aggregate principal amount of HK\$23,000,000 granted by GICL and GIF (as the case may be) to the Customers under the Previous Loan Agreements
“Previous Loan Agreements”	Loan Agreement A, Loan Agreement B, Loan Agreement C and Loan Agreement D
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

By Order of the Board of
Global International Credit Group Limited
Wang Yao
Chairman and Chief Executive

Hong Kong, 2 November 2018

As at the date of this announcement, the executive directors of the Company are Ms. Wang Yao, Ms. Jin Xiaoqin and Mr. Ng Yiu Lun; and the independent non-executive directors of the Company are Dr. Ng Lai Man, Carmen, Mr. Man Yiu Kwong, Nick and Mr. Tang, Warren Louis