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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 LOANS**

The Board is pleased to announce that on 27 December 2018, GICL, as lender, entered into Loan Agreement O with Customer B and Loan Agreement P with Customer A, each as borrower, pursuant to which, GICL has agreed to grant two secured loans in the amount of HK\$9,000,000 and HK\$2,600,000, respectively, for a term of 12 months.

Prior to the entering into of Loan Agreement O and Loan Agreement P, GICL, as lender, has entered into the Previous Loan Agreements for the grant of fourteen secured loans in an aggregate outstanding original principal amount of HK\$35,830,000 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. GICL, as the lender of the New Loans and the Previous Loans, is an indirect wholly-owned subsidiary of the Company.

#### **LISTING RULES IMPLICATIONS**

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 Loans and the Previous Loans requires aggregation under Rule 14.22 of the Listing Rules. As the applicable percentage ratios in respect of the New Loans 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 Loans and the Previous Loans constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

## **PROVISION OF THE NEW LOANS**

The Board is pleased to announce that on 27 December 2018, GICL, as lender, entered into Loan Agreement O with Customer B and Loan Agreement P with Customer A, each as borrower, pursuant to which, GICL has agreed to grant two secured loans in the amount of HK\$9,000,000 and HK\$2,600,000, respectively, for a term of 12 months, details of which are as follows:

### **LOAN AGREEMENT O**

Date of agreement	:	27 December 2018
Lender	:	GICL
Borrower	:	Customer B
Principal	:	HK\$9,000,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a shop located in Ho Man Tin with valuation conducted by an independent property valuer on 26 September 2018 with an amount of HK\$17,500,000
Repayment	:	The borrower shall repay 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\$810,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT P**

Date of agreement	:	27 December 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$2,600,000
Interest rate	:	16% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A second legal charge/mortgage in respect of two residential properties located in Kowloon with valuation conducted by an independent property valuer on 18 December 2018 with an aggregate amount of HK\$10,100,000
Repayment	:	The borrower shall repay 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\$416,000 throughout the term
Early repayment	:	The borrower 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 O and Loan Agreement P, GICL, as lender, has entered into the Previous Loan Agreements for the grant of fourteen secured loans in an aggregate original principal amount of HK\$35,830,000 to the Customers. A summary of the Previous Loan Agreements is set out as follows:

### **LOAN AGREEMENT A**

Date of agreement	:	19 June 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$3,500,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 17 May 2018 with an amount of HK\$5,700,000
Repayment	:	The borrower shall repay 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\$315,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT B**

Date of agreement	:	26 June 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$4,000,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 28 May 2018 with an amount of HK\$6,800,000
Repayment	:	The borrower shall repay 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\$360,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## LOAN AGREEMENT C

Date of agreement	:	4 July 2018
Lender	:	GICL
Borrower	:	Customer B
Principal	:	HK\$4,100,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 4 May 2018 with an amount of HK\$5,900,000
Repayment	:	The borrower shall repay 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\$369,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT D**

Date of agreement	:	10 July 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$800,000
Interest rate	:	12% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a shop located in Mongkok with valuation conducted by an independent property valuer on 27 June 2018 with an amount of HK\$1,600,000
Repayment	:	The borrower shall repay 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\$96,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT E**

Date of agreement	:	26 July 2018
Lender	:	GICL
Borrowers	:	Customer A and Customer D
Principal	:	HK\$1,730,000
Interest rate	:	12% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a shop located in Mongkok with valuation conducted by an independent property valuer on 10 July 2018 with an amount of HK\$3,600,000
Repayment	:	The borrowers shall repay 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\$207,600 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



## **LOAN AGREEMENT F**

Date of agreement	:	30 July 2018
Lender	:	GICL
Borrower	:	Customer C
Principal	:	HK\$4,300,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 21 June 2018 with an amount of HK\$7,000,000
Repayment	:	The borrower shall repay 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\$387,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT G**

Date of agreement	:	6 August 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$800,000
Interest rate	:	12% per annum
Term	:	120 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a shop located in Mongkok with valuation conducted by an independent property valuer on 20 July 2018 with an amount of HK\$2,500,000
Repayment	:	The borrower shall repay interest and principal in 120 monthly instalments
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$577,360 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT H**

Date of agreement	:	8 August 2018
Lender	:	GICL
Borrower	:	Customer B
Principal	:	HK\$1,500,000
Interest rate	:	10% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 20 July 2018 with an amount of HK\$4,000,000
Repayment	:	The borrower shall repay 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\$150,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT I**

Date of agreement	:	28 August 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$1,000,000
Interest rate	:	12% per annum
Term	:	120 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 7 August 2018 with an amount of HK\$2,350,000
Repayment	:	The borrower shall repay interest and principal in 120 monthly instalments
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$721,640 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT J**

Date of agreement	:	26 September 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$2,000,000
Interest rate	:	12% per annum
Term	:	120 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 20 September 2018 with an amount of HK\$4,000,000
Repayment	:	The borrower shall repay interest and principal in 120 monthly instalments
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$1,040,200 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT K**

Date of agreement	:	9 October 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$3,000,000
Interest rate	:	9% per annum
Term	:	120 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 3 October 2018 with an amount of HK\$4,800,000
Repayment	:	The borrower shall repay interest and principal in 120 monthly instalments
Interest	:	Interest is calculated on a daily basis with the maximum amount of HK\$1,560,360 throughout the term
Early repayment	:	The borrower 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, Loan Agreement B, Loan Agreement C, Loan Agreement D, Loan Agreement E, Loan Agreement F, Loan Agreement G, Loan Agreement H, Loan Agreement I, Loan Agreement J and Loan Agreement K have been previously disclosed in the announcement of the Company dated 9 October 2018.

## **LOAN AGREEMENT L**

Date of agreement	:	29 October 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$3,000,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 20 July 2018 with an amount of HK\$5,300,000
Repayment	:	The borrower shall repay 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\$270,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **LOAN AGREEMENT M**

Date of agreement	:	29 October 2018
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$3,300,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 20 July 2018 with an amount of HK\$6,050,000
Repayment	:	The borrower shall repay 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\$297,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice



## LOAN AGREEMENT N

Date of agreement	:	30 October 2018
Lender	:	GICL
Borrower	:	Customer C
Principal	:	HK\$2,800,000
Interest rate	:	9% per annum
Term	:	12 months commencing from the loan drawdown date
Security	:	A first legal charge/mortgage in respect of a residential property located in Mongkok with valuation conducted by an independent property valuer on 11 October 2018 with an amount of HK\$4,668,000
Repayment	:	The borrower shall repay 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\$252,000 throughout the term
Early repayment	:	The borrower may at any time before the loan maturity repay the principal by giving GICL not less than one month's prior written notice

## **INFORMATION ON THE CREDIT RISK RELATING TO THE NEW LOANS AND THE PREVIOUS LOANS**

The New Loans and the Previous Loans are collateralised against thirteen residential properties and four shops provided by the Customers with an aggregate loan-to-value ratio of approximately 53.3% based on the value of the mortgaged properties for the New Loans and the Previous Loans as determined by an independent property valuer.

The advances in respect of the New Loans 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 advances to the Customers are acceptable to the Group.

## **FUNDING OF THE NEW LOANS**

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

## **INFORMATION ON THE CUSTOMERS**

### ***Customer A***

Customer A is an individual and an Independent Third Party. He is the spouse of Customer B, the son of Customer C and the ultimate beneficial owner and director of Customer D.

### ***Customer B***

Customer B is an individual and an Independent Third Party. She is the spouse of Customer A and daughter-in-law of Customer C.

### ***Customer C***

Customer C is an individual and an Independent Third Party. He is the father of Customer A and father-in-law of Customer B.

### ***Customer D***

Customer D is a company incorporated in Hong Kong which is principally engaged in the business of property holding and an Independent Third Party. Customer A is the ultimate beneficial owner and director of Customer D.

The Customers are repeated customers of the Group and prior to the grant of the New Loans, the Customers have outstanding loans with GICL of approximately HK\$35,740,000 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 AND GICL**

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. GICL, as the lender of the New Loans and the Previous Loans, is an indirect wholly-owned subsidiary of the Company.

## **REASONS FOR ENTERING INTO THE NEW LOAN AGREEMENTS AND THE PREVIOUS LOAN AGREEMENTS**

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

The terms of the New Loan Agreements and the Previous Loan Agreements were negotiated on an arm's length basis between GICL and the Customers. The Directors consider that the grant of the New Loans 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 the New Loan Agreements 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 the New Loan Agreements and the Previous Loan Agreements are fair and reasonable and the entering into of the New Loan Agreements and the Previous Loan Agreements are in the interests of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

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 Loans and the Previous Loans requires aggregation under Rule 14.22 of the Listing Rules. As the applicable percentage ratios in respect of the New Loans 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 Loans 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”	the borrower under each of Loan Agreement A, Loan Agreement B, Loan Agreement D, Loan Agreement G, Loan Agreement I, Loan Agreement J, Loan Agreement K, Loan Agreement L, Loan Agreement M and Loan Agreement P; and one of the borrowers under Loan Agreement E, being an individual and an Independent Third Party
“Customer B”	the borrower under each of Loan Agreement C, Loan Agreement H and Loan Agreement O, being an individual and an Independent Third Party
“Customer C”	the borrower under each of Loan Agreement F and Loan Agreement N, being an individual and an Independent Third Party
“Customer D”	one of the borrowers under Loan Agreement E, being a company incorporated in Hong Kong and an Independent Third Party
“Customers”	Customer A, Customer B, Customer C and Customer D
“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
“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 A on 19 June 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 A on 26 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 on 4 July 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 GICL and Customer A on 10 July 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, Customer A and Customer D on 26 July 2018, particulars of which are stated in the section headed “Loan Agreement E” in this announcement
“Loan Agreement F”	the loan agreement entered into between GICL and Customer C on 30 July 2018, particulars of which are stated in the section headed “Loan Agreement F” in this announcement
“Loan Agreement G”	the loan agreement entered into between GICL and Customer A on 6 August 2018, particulars of which are stated in the section headed “Loan Agreement G” in this announcement
“Loan Agreement H”	the loan agreement entered into between GICL and Customer B on 8 August 2018, particulars of which are stated in the section headed “Loan Agreement H” in this announcement
“Loan Agreement I”	the loan agreement entered into between GICL and Customer A on 28 August 2018, particulars of which are stated in the section headed “Loan Agreement I” in this announcement
“Loan Agreement J”	the loan agreement entered into between GICL and Customer A on 26 September 2018, particulars of which are stated in the section headed “Loan Agreement J” in this announcement
“Loan Agreement K”	the loan agreement entered into between GICL and Customer A on 9 October 2018, particulars of which are stated in the section headed “Loan Agreement K” in this announcement

“Loan Agreement L”	the loan agreement entered into between GICL and Customer A on 29 October 2018, particulars of which are stated in the section headed “Loan Agreement L” in this announcement
“Loan Agreement M”	the loan agreement entered into between GICL and Customer A on 29 October 2018, particulars of which are stated in the section headed “Loan Agreement M” in this announcement
“Loan Agreement N”	the loan agreement entered into between GICL and Customer C on 30 October 2018, particulars of which are stated in the section headed “Loan Agreement N” in this announcement
“Loan Agreement O”	the loan agreement entered into between GICL and Customer B on 27 December 2018, particulars of which are stated in the section headed “Loan Agreement O” in this announcement
“Loan Agreement P”	the loan agreement entered into between GICL and Customer A on 27 December 2018, particulars of which are stated in the section headed “Loan Agreement P” 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 Loans”	mortgage loans in the aggregate principal amount of HK\$11,600,000 provided by GICL to Customer A and Customer B (as the case may be) under the New Loan Agreements
“New Loan Agreements”	Loan Agreement O and Loan Agreement P
“Previous Loans”	the mortgage loans in the aggregate original principal amount of HK\$35,830,000 granted by GICL to the Customers under the Previous Loan Agreements
“Previous Loan Agreements”	Loan Agreement A, Loan Agreement B, Loan Agreement C, Loan Agreement D, Loan Agreement E, Loan Agreement F, Loan Agreement G, Loan Agreement H, Loan Agreement I, Loan Agreement J, Loan Agreement K, Loan Agreement L, Loan Agreement M and Loan Agreement N
“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, 27 December 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 Mr. Man Yiu Kwong, Nick, Dr. Ng Lai Man, Carmen, and Mr. Tang, Warren Louis.*