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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 18 March 2020, GICL, as lender, entered into Loan Agreement E with Customer B, as borrower, pursuant to which GICL has agreed to grant a secured loan in the amount of HK\$12,801,316, for a term of 24 months. On the same day, GICL, as lender, entered into Loan Agreement F with Customer A, as borrower, pursuant to which, GICL has agreed to grant a secured loan in the amount of HK\$45,000,000 for 24 months.

Prior to the entering into of the New Loan Agreements, GICL, as lender, has entered into the Previous Loan Agreements for the grant of four secured loans in an aggregate principal amount of HK\$35,301,316 to the Customers (as the case may be).

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**

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

As Customer B is the ultimate beneficial owner of Customer A, the grant of the New Loans requires aggregation with the Previous Loans 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 18 March 2020, GICL, as lender, entered into Loan Agreement E with Customer B, as borrower, pursuant to which GICL has agreed to grant a secured loan in the amount of HK\$12,801,316, for a term of 24 months. On the same day, GICL, as lender, entered into Loan Agreement F with Customer A, as borrower, pursuant to which, GICL has agreed to grant a secured loan in the amount of HK\$45,000,000 for 24 months, details of which are set out as follows:

### LOAN AGREEMENT E

|                   |   |   |
|-------------------|---|---|
| Date of agreement | : | 18 March 2020   |
| Lender            | : | GICL  |
| Borrower          | : | Customer B  |
| Principal         | : | HK\$12,801,316  |
| Interest rate     | : | 11.5% per annum   |
| Term              | : | 24 months commencing from the loan drawdown date  |
| Security          | : | A first legal charge/mortgage in respect of a residential property located in Sheung Wan with valuation conducted by an independent property valuer on 13 March 2020 with an amount of HK\$19,000,000 |
| Repayment         | : | The borrower shall repay the interest on the principal in 24 monthly instalments and the principal amount at loan maturity  |
| Interest          | : | Interest is calculated on a daily basis with the maximum amount of HK\$2,944,296  |
| 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   |

The loan proceeds from Loan Agreement E will be used to settle the principal under Loan Agreement A upon drawdown.

## **LOAN AGREEMENT F**

|                   |   |   |
|-------------------|---|---|
| Date of agreement | : | 18 March 2020   |
| Lender            | : | GICL  |
| Borrower          | : | Customer A  |
| Principal         | : | HK\$45,000,000  |
| Interest rate     | : | 10.5% per annum   |
| Term              | : | 24 months commencing from the loan drawdown date  |
| Security          | : | A first legal charge/mortgage in respect of a residential property and four car parking spaces located in Tai Kok Tsui with valuation conducted by an independent property valuer on 31 January 2020 with an aggregate amount of HK\$85,000,000 |
| Repayment         | : | The borrower shall repay the interest on the principal in 24 monthly instalments and the principal amount at loan maturity  |
| Interest          | : | Interest is calculated on a daily basis with the maximum amount of HK\$9,450,000  |
| 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   |

Part of the loan proceeds from Loan Agreement F will be used to fully settle the principals under Loan Agreement B and Loan Agreement C upon drawdown.

## PROVISION OF THE PREVIOUS LOANS

Prior to the entering into of the New Loan Agreements, GICL, as lender, has entered into the Previous Loan Agreements for the grant of four secured loans in an aggregate principal amount of HK\$35,301,316 to the Customers (as the case may be). A summary of the Previous Loan Agreements is set out as follows:

### LOAN AGREEMENT A

|                   |   |   |
|-------------------|---|---|
| Date of agreement | : | 27 May 2019   |
| Lender            | : | GICL  |
| Borrower          | : | Customer B  |
| Principal         | : | HK\$12,801,316  |
| Interest rate     | : | 11.5% 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 Sheung Wan with valuation conducted by an independent property valuer on 14 May 2019 with an amount of HK\$19,000,000 |
| Repayment         | : | The borrower 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\$1,472,151  |
| 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   |

The principal under Loan Agreement A will be fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement E. Details of Loan Agreement A have been previously disclosed in the section headed "Loan Agreement C" in the announcement of the Company dated 6 November 2019.

## **LOAN AGREEMENT B**

|                   |   |   |
|-------------------|---|---|
| Date of agreement | : | 30 May 2019   |
| Lender            | : | GICL  |
| Borrower          | : | Customer A  |
| Principal         | : | HK\$15,000,000  |
| 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 and four car parking spaces located in Tai Kok Tsui with valuation conducted by an independent property valuer on 6 May 2019 with an aggregate amount of HK\$85,000,000 |
| Repayment         | : | The borrower 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\$2,400,000  |
| 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   |

The principal under Loan Agreement B will be fully settled by part of the loan proceeds upon drawdown of the loan under Loan Agreement F. Details of Loan Agreement B have been previously disclosed in the section headed "Loan Agreement D" in the announcement of the Company dated 6 November 2019.

## **LOAN AGREEMENT C**

|                   |   |  |
|-------------------|---|--|
| Date of agreement | : | 6 November 2019  |
| Lender            | : | GICL   |
| Borrower          | : | Customer A   |
| Principal         | : | HK\$4,000,000  |
| 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 and four car parking spaces located in Tai Kok Tsui with valuation conducted by an independent property valuer on 28 October 2019 with an amount of HK\$86,000,000 |
| Repayment         | : | The borrower 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\$640,000   |
| 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  |

The principal under Loan Agreement C will be fully settled by part of the loan proceeds upon drawdown of the loan under Loan Agreement F. Details of Loan Agreement C have been previously disclosed in the section headed "Loan Agreement E" in the announcement of the Company dated 6 November 2019.

## **LOAN AGREEMENT D**

|                   |   |  |
|-------------------|---|--|
| Date of agreement | : | 6 November 2019  |
| Lender            | : | GICL   |
| Borrower          | : | Customer B   |
| Principal         | : | HK\$3,500,000  |
| Interest rate     | : | 11.5% per annum  |
| Term              | : | 12 months commencing from the loan drawdown date   |
| Security          | : | A first legal charge/mortgage in respect of two car parking spaces located in Tai Kok Tsui with valuation conducted by an independent property valuer on 10 September 2019 with an aggregate amount of HK\$6,000,000 |
| Repayment         | : | The borrower 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\$402,500   |
| 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 D have been previously disclosed in the section headed "Loan Agreement F" in the announcement of the Company dated 6 November 2019.

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

The New Loans and the Previous Loans are collateralised against two residential properties and six car parking spaces provided by the Customers with an aggregate loan-to-value ratio of approximately 55.7% based on the value of the mortgaged properties for the New Loans and the Previous Loans as determined by an independent property valuer. Details of each of the mortgage and their respective loan-to-value ratio are summarized as below:

Loan Agreement D is collateralised against two car parking spaces provided by Customer B with an aggregate loan-to-value ratio of approximately 58.3% based on the value of the mortgaged properties as determined by an independent property valuer.

Loan Agreement E is collateralised against one residential property provide by Customer B with a loan-to-value ratio of approximately 67.4% based on the value of the mortgaged property as determined by an independent property valuer.

Loan Agreement F is collateralised against one residential property and four car parking spaces provide by Customer B with an aggregate loan-to-value ratio of of approximately 52.9% based on the value of the mortgaged properties 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 advance, 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 is a company incorporated in the British Virgin Islands which is principally engaged in the business of property investment. Customer B is an individual and the ultimate beneficial owner of Customer A. The Customers are repeated customers of the Group with outstanding loans with GICL, prior to the granting of the New Loans, of HK\$35,301,316 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, Customer A and its ultimate beneficial owner (i.e. Customer B) 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 is in the interests of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

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

As Customer B is the ultimate beneficial owner of Customer A, the grant of the New Loans to the Customers requires aggregation with the Previous Loans granted to the Customers 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”                   | Rich Prospect Group Limited, the borrower under each of Loan Agreement B, Loan Agreement C and Loan Agreement F, being a company incorporated in the British Virgin Islands and an Independent Third Party |
| “Customer B”                   | Mr. Cheng Koon Fong, the borrower under each of Loan Agreement A, Loan Agreement D and Loan Agreement E, being an individual and an Independent Third Party  |
| “Customers”                    | Customer A and Customer B  |
| “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(ies)” | third party(ies) independent of the Company and its connected persons  |
| “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 on 27 May 2019, particulars of which are stated in the section headed “Loan Agreement A”   |
| “Loan Agreement B”             | the loan agreement entered into between GICL and Customer A on 30 May 2019, particulars of which are stated in the section headed “Loan Agreement B”   |

|                            |  |
|----------------------------|--|
| “Loan Agreement C”         | the loan agreement entered into between GICL and Customer A on 6 November 2019, particulars of which are stated in the section headed “Loan Agreement C” |
| “Loan Agreement D”         | the loan agreement entered into between GICL and Customer B on 6 November 2019, particulars of which are stated in the section headed “Loan Agreement D” |
| “Loan Agreement E”         | the loan agreement entered into between GICL and Customer B on 18 March 2020, particulars of which are stated in the section headed “Loan Agreement E”   |
| “Loan Agreement F”         | the loan agreement entered into between GICL and Customer A on 18 March 2020, particulars of which are stated in the section headed “Loan Agreement F”   |
| “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 amount of HK\$57,801,316 provided by GICL to the Customers (as the case may be) under the New Loan Agreements            |
| “Previous Loans”           | mortgage loans in the aggregate amount of HK\$35,301,316 granted by GICL to the Customers (as the case may be) under the Previous Loan Agreements        |
| “New Loan Agreements”      | Loan Agreement E and Loan Agreement F  |
| “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, 18 March 2020

*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.*