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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)

**MAJOR AND CONNECTED TRANSACTION IN RELATION TO
A NOTE PURCHASE AGREEMENT**

AND

**FULLY EXEMPTED CONNECTED TRANSACTION
IN RELATION TO THE SHAREHOLDER FACILITY**

The Board announces that on 21 July 2015 (after trading hours), the Company entered into (i) the conditional Note Purchase Agreement with Quark in respect of the issue of the Convertible Promissory Note; and (ii) the conditional Share Purchase Agreement in respect of the purchase of the Series B Preferred Shares.

For the purpose of funding the Company's purchase of the Convertible Promissory Note, the Company and the Controlling Shareholder have entered into the Shareholder Facility on 21 July 2015 (after trading hours).

As one or more of the applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in relation to the Note Transaction exceed 25% but are less than 100%, the Note Transaction constitutes a major transaction of the Company under the Listing Rules and will be subject to the reporting, announcement and approval by the Shareholders requirements.

Ms. Jin is the sole ultimate and beneficial owner of the entire issued share capital of Expolito Enterprises Limited which in turn is an existing Series A Preferred Shareholder and holder of 46% interests in Quark. Ms. Jin is also the ultimate beneficial owner of the entire issued share capital of the Controlling Shareholder, an executive Director, and mother of Ms. Wang Yao, an executive Director. Ms. Jin is deemed to be interested in all the Shares held by the Controlling Shareholder for the purposes of the SFO. Quark is therefore a connected person of the Company under the Listing Rules. Accordingly, the Note Transaction constitutes a connected transaction for the Company under Chapter 14A of the Listing Rules and is subject to the reporting and announcement requirements and the approval by the Independent Shareholders at the EGM by way of poll. Ms. Jin and Ms. Wang Yao have abstained from the voting, on the Board resolutions to approve the Note Transaction.

The Controlling Shareholder and its associates will be required to abstain from voting in respect of the resolutions to be proposed at the EGM for approving the Note Transaction. The Independent Board Committee will be formed to advise the Independent Shareholders as to the fairness and reasonableness of the Note Transaction. An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, (i) details of the Note Transaction, (ii) the letter from the independent financial adviser to the Independent Board Committee and the Independent Shareholders, (iii) the recommendation of the Independent Board Committee to the Independent Shareholders; and (iv) the notice of the EGM, is expected to be despatched to the Shareholders in compliance with the requirements under the Listing Rules on or before 11 August 2015.

Subject to the then financial performance of the Quark Group Companies, and before any future decision to convert the Convertible Promissory Note into Series B Preferred Shares is made, the Board will consider all applicable circumstances including due diligence findings to assess the merits of conversion of the Convertible Promissory Note (including but not limited to reasons for and basis of the conversion, conversion mechanism and adjustments, and amount to be converted) at the material time. Upon any decision to convert, the Company will comply with all applicable requirements including Shareholders' approval (if required) under the Listing Rules.

The Financial Assistance provided under the Shareholder Facility constitutes a connected transaction under the Listing Rules. As the Financial Assistance is provided by a connected person for the benefit of the Company on better terms to the Company where no security over the assets of the Company is granted in respect of the Financial Assistance, pursuant to Rule 14A.73 of the Listing Rules, the Shareholder Facility is exempted from reporting, announcement requirements and the Independent Shareholders' approval. Ms. Jin and Ms. Wang Yao have abstained from the voting, on the Board resolutions to approve the Financial Assistance.

The principal terms and conditions of the Note Purchase Agreement, Share Purchase Agreement and the Ancillary Agreements are set out below.

NOTE PURCHASE AGREEMENT

On 21 July 2015 (after trading hours), the Company, the Founders and Quark entered into the conditional Note Purchase Agreement pursuant to which Quark agreed to sell and issue to the Company, and the Company agreed to purchase from Quark, the Convertible Promissory Note in the principal amount of RMB200,000,000 or its equivalent, at a consideration equal to such principal amount, convertible into fully paid Series B Preferred Shares of Quark.

Principal terms of the Convertible Promissory Note

Principal amount : RMB200,000,000

Maturity date : Unless the outstanding principal amount of the Convertible Promissory Note is otherwise converted into Series B Preferred Shares, the outstanding principal amount of such Note shall be repaid in six equal instalments starting from the date of the second anniversary of Completion with the final payment of all the then outstanding principal amount of the Convertible Promissory Note and accrued and unpaid interest being made on the date of the third anniversary from the date of Completion (the “**Maturity Date**”). Quark and the Company may extend the Maturity Date upon mutual written consent.

Repayment of the Convertible Promissory Note would be secured by a first priority security interest in collateral consisting of 100% of the outstanding shares in the HK Company.

Interest : The Convertible Promissory Note shall bear interest at the rate of 10.00% per annum on the outstanding principal amount from time to time. Interest shall accrue from and including the date of the NPA Closing and shall be calculated on the basis of a 365-day year and the actual number of days elapsed. Interest shall be paid annual in arrear on each anniversary of NPA Closing.

Prepayment : No Convertible Promissory Note may be prepaid without the prior written consent of the holder thereof.

Conversion upon Series B Transaction : At any time from 1 January 2016 to the date three Business Days prior to the Maturity Date, a holder of the Convertible Promissory Note shall be entitled to elect to conduct a Series B Transaction (see Share Purchase Agreement section below) by delivering a written notice to Quark (a “**Conversion Notice**”) specifying the principal amount of the Convertible Promissory Note in respect of which the election is being made. An election may be made on one occasion only in respect of some or all of the then outstanding principal amount of the Convertible Promissory Note.

Number of Series B Preferred Shares after consummation of the Series B Transaction : If all of the principal amount of the Convertible Promissory Note is converted into fully paid Series B Preferred Shares pursuant to the above and the Share Purchase Agreement, the number of Series B Preferred Shares which the holder of the Note shall be entitled to (the “**Conversion Property**”) is equal to 20% of the total number of ordinary shares of Quark on a fully diluted as converted basis immediately following the conversion, assuming that all of the eight agreed threshold targets (“**Targets**”) as specified in the Note Purchase Agreement set for corresponding performance indicators of the Quark Group (“**Performance Indicators**”) have been achieved.

The Performance Indicators are (i) total outstanding balance of the amount borrowed via the platform (“**Total Outstanding Balance of the Amount**”) of the Domestic Company as at 31 December 2015; (ii) net profit for the calendar year of 2015; (iii) Total Outstanding Balance of the Amount turned more than 180 days past due of calendar year of 2015; (iv) effective cost of funding for the calendar year of 2015; (v) risk compensation fund as at 31 December 2015; (vi) monthly productivity of wealth management for the calendar year of 2015; (vii) average amount borrowed via the platform by per borrower as at 31 December 2015; and (viii) distribution of business by location as at 31 December 2015.

Conversion Property adjustment : If any of the Targets is not achieved, the Conversion Property will be adjusted based on the aggregation of all eight adjusted shareholding percentage in Quark, corresponding to actual achievements (“**Actual Achievements**”) of the Performance Indicators respectively as agreed and set out in the Note Purchase Agreement (“**Adjusted Shareholding Percentage**”). Such adjusted Conversion Property shall be calculated by the mathematical formula set forth below:

Adjusted Conversion Property =TNS/(100 %-AASP)-TNS

“TNS” refers to the total number of ordinary shares of Quark on a fully diluted basis as converted as at the date of the Conversion Notice

“AASP” refers to the aggregation of all eight Adjusted Shareholding Percentage

According to the aforementioned mathematical formula, if all of the principal amount of the Convertible Promissory Note is converted into fully paid Series B Preferred Shares, the maximum number of Series B Preferred Shares shall be equal to 40% of the total number of ordinary shares of Quark on a fully diluted as converted basis immediately following the conversion, assuming that NONE of the Targets set for corresponding Performance Indicators has been achieved.

Appointment of director : If all of the principal amount of the Convertible Promissory Note is converted into fully paid Series B Preferred Shares and pursuant to the Share Purchase Agreement and the Conversion Property is not more than 30% of the total number of Ordinary Shares on a fully diluted, as converted basis immediately following the conversion, the holder of the Convertible Promissory Note will be entitled to appoint one (1) director on the board of Quark.

If the Conversion Property reaches or exceeds 30% of the aforementioned total number of Ordinary Shares, the holder of the Convertible Promissory Note will be entitled to appoint two (2) directors on the board of Quark.

- Ranking : The Convertible Promissory Note will constitute a direct, unsubordinated, unconditional, secured obligations of Quark which will at all times rank pari passu without any preference or priority among the holders of the Convertible Promissory Note and at least pari passu with all other present and future unsubordinated obligations of Quark, save for obligations which may be preferred by provisions of law.
- Transferability : Subject to compliance with all applicable Laws, the holder of the Convertible Promissory Note shall be entitled to transfer all or part of the principal amount of the Convertible Promissory Note to any third party upon prior written consent of Quark; provided that the holder of the Convertible Promissory Note shall be entitled to transfer all or part of the principal amount of the Convertible Promissory Note to any of its affiliates without such consent.

Conditions

Unless waived in writing by the Company, the obligations of the Company to complete the Note Purchase Agreement are subject to the fulfillment on or before Completion of each of the following conditions:

- Representations and Warranties : Each of the representations and warranties of the Warrantors contained in the Note Purchase Agreement shall be true, correct and complete when made and remain so on and as of the date of the NPA Closing with the same effect.
- NPA Closing Certificate : The Warrantors to certify that the conditions to the Note Purchase Agreement have been fulfilled as of the date of the NPA Closing.
- Performance : Each Warrantor shall have performed and complied with all of their agreements, obligations and conditions contained in the Note Documents on or before the date of the NPA Closing.
- Authorizations : All required consents and approvals, if any, in connection with the Note Purchase Agreement shall have been obtained by any Warrantor and effective as of the date of the NPA Closing. Each Warrantor shall have been in compliance with all applicable Laws in connection with the Note Purchase Agreement and the conduct of its business.

- Due Diligence : Due diligence on the Business, legal and financial conditions of Quark and other Quark Group Companies shall have been completed to the satisfaction of the Company in its sole discretion.
- Approval obtained by the Company : All of the required resolutions by the Shareholders pursuant to the requirements of the Listing Rules approving the execution, delivery and performance of the Note Documents and the transaction contemplated thereunder shall have been adopted and passed.
- Approval obtained by Quark : All necessary consents and approvals relating to the financing, issuance of Convertible Promissory Note and Series B Preferred Shares shall have been obtained by Quark.
- Amended and restated memorandum and articles : The amended and restated memorandum and articles of association of Quark shall have been duly adopted by the board of directors and/or the members of Quark, and become effective prior to the date of the NPA Closing with no alternation or amendment as of the date of the NPA Closing. The Charter Documents of each of the other Quark Group Companies shall be in the form and substance reasonably satisfactory to the Company.
- Ancillary Agreements : Each of the parties to the Ancillary Agreements shall have executed and delivered a scanned copy of such Ancillary Agreements to the Company.
- Opinions of Counsel : The Company shall have received PRC legal opinion issued by Global Law Office with respect to the WFOE, the Domestic Company and the Business conducted in the PRC dated as of the NPA Closing, both in form and substance satisfactory to the Company.
- No Material Adverse Effect : There shall not have occurred a Material Adverse Effect since the date of the Note Purchase Agreement.

Use of proceeds

Unless otherwise agreed by the Company, Quark shall use the proceeds from the sale and issuance of the Convertible Promissory Note solely for general working capital and/or contributed registered capital of the Quark Group Companies.

Event of default

The occurrence of any of the following shall constitute an “**Event of Default**” which will entitle the holder of the Convertible Promissory Note to declare the unpaid principal amount of any Convertible Promissory Note and all other amounts payable including interest immediately due and payable:

- (a) (1) the failure to make any payment of the principal amount or interest of any Convertible Promissory Note when due, and (2) the failure to make any payment of any other amount owing hereunder and under any other Note Documents when due, and in the case of the circumstances described in this sub-clause (2), such failure shall continue unremedied for fifteen (15) or more days;
- (b) any representation or warranty by the Warrantors under or in connection with any Note Document shall prove to have been incorrect in any material respect when made or deemed to be made;
- (c) the failure of Quark to complete a Series B Transaction pursuant to the terms of the Note Purchase Agreement and the Share Purchase Agreement following delivery of a Conversion Notice;
- (d) the failure of Quark or any other Warrantor to perform or observe any term, covenant, condition, obligation or agreement contained in the Note Purchase Agreement in any material respect;
- (e) the failure of the Quark or any other Warrantor to perform or observe any other material term, covenant, condition, obligation or agreement contained in any Note Document (except those described in paragraph (c) above), which failure shall remain unremedied for a period of ten (10) days after written notice thereof from the holder of the Convertible Promissory Note;
- (f) (1) the filing of a petition by or against any Warrantor under the bankruptcy code of any jurisdiction relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered with respect to any proceedings under any bankruptcy Laws or similar Laws providing for relief from creditors; (2) any Warrantor shall: (i) liquidate, wind up or dissolve (or suffer any liquidation,

wind up or dissolution); (ii) suspend its operations other than in the ordinary course of business; (iii) become insolvent; (iv) appoint a receiver, trustee, custodian or liquidator of or for all or any part of the assets or property of such Warrantor; (v) make a general assignment for the benefit of creditors of such Warrantor; or (vi) take any corporate action to authorize or commence any proceeding under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation Law or statute of any jurisdiction, now or in the future in effect, except, in the case of each of the foregoing, those approved in advance by the holder of the Convertible Promissory Note; (3) The commencement of any proceeding against any Warrantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation Law or statute of any jurisdiction, now or in the future in effect, which commencement is not dismissed within sixty (60) days;

- (g) any Note Document shall at any time and for any reason not be or shall cease to be valid, binding and enforceable against any Warrantor to which it is a party or any person or entity shall contest or deny the validity and enforceability of any Note Document or shall disaffirm or repudiate any of its obligations or the obligations of any Warrantor thereunder;
- (h) any levy or other attachment against any shares of any Quark Group Company which levy or attachment is not withdrawn or otherwise effectively stayed within ten (10) days of its attachment; or
- (i) a Material Adverse Effect shall occur as reasonably determined by the holder of the Convertible Promissory Note.

SHARE PURCHASE AGREEMENT

On 21 July 2015 (after trading hours), the Company, Quark and the parties named therein entered into the conditional Share Purchase Agreement in respect of the purchase of Series B Preferred Shares by a holder of the Convertible Promissory Note.

If a Conversion Notice is delivered pursuant to the Note Purchase Agreement, a Series B Transaction will be completed pursuant to the terms of the Share Purchase Agreement and the Company will adhere to the Ancillary Agreements.

Series B Transaction

At SPA Closing, the principal amount specified in the applicable Conversion Notice shall be applied in satisfaction of the purchase price for the relevant Series B Preferred Shares, and Quark shall issue to the Company or its Assignee (as the case may be), credited as fully paid, such number of Series B Preferred Shares as shall be calculated by the formula below:

Number of Series B Shares = $CNPA/PA*CP$

“CNPA” refers to the principal amount specified in the Conversion Notice

“PA” refers to the initial principal amount of the Convertible Promissory Note, being RMB200,000,000

“CP” refers to the Conversion Property, as adjusted pursuant to the Note Purchase Agreement

Conditions

The obligations of the Company to consummate SPA Closing are subject to the fulfillment, to the satisfaction of the Company on or prior to SPA Closing, or waiver by the Company, of the following conditions:

- Representations and Warranties : Each of the representations and warranties of the Warrantors contained in the Share Purchase Agreement shall be true, correct and complete when made and remain so on and as of the date of SPA Closing, except in either case for those representations and warranties that address matters only as of a particular date, which representations will have been true, correct and complete as of such particular date.
- Performance : Each Warrantor shall have performed and complied with all of their agreements, obligations and conditions contained in the Transaction Documents on or before the date of the SPA Closing.

- Authorizations : All required consents if any, of any competent governmental authority or of any other Person that are required to be obtained by any Quark Group Company or other Warrantor in connection with the transactions contemplated by the Transaction Documents (including but not limited to those related to the lawful issuance and sale of the Series B Preferred Shares, and any waivers of notice requirements, rights of first refusal, preemptive rights, put or call rights), including necessary board and shareholder approvals of the Quark Group Companies, shall have been obtained and effective as of the date of the SPA Closing, and evidence thereof shall have been delivered to the Company.
- Proceedings and documents : All corporate and other proceedings in connection with the transactions to be completed at the date of the SPA Closing and all incidental documents, including without limitation written approval from all of the then current holders of equity interests of each Quark Group Company, as applicable, with respect to the Share Purchase Agreement and the other Transaction Documents and the transactions contemplated thereby, shall have been completed in form and substance reasonably satisfactory to the Company, and the Company shall have received all such counterpart original or other copies of such documents as it may reasonably request.
- No Material Adverse Effect : There shall have been no Material Adverse Effect since the date of the Share Purchase Agreement till the date of the SPA Closing.
- Closing Certificate : The Founders of Quark shall certify to the Company to be dated as of SPA Closing (i) stating that conditions specified for SPA Closing have been fulfilled as of the date of the SPA Closing, and (ii) attaching thereto (a) the Charter Documents of the Quark Group Companies as then in effect, (b) copies of all resolutions approved by the shareholders and boards of directors of each Quark Group Company related to the Series B Transaction, and (c) good standing certificates with respect to Quark, and the business licenses of such Quark Group Companies incorporated in the PRC.

- Due Diligence : Due diligence on the Business, legal and financial conditions of Quark and other Quark Group Companies shall have been completed to the satisfaction of the Company in its sole discretion.
- Board of directors : In the case of SPA Closing where the Company has delivered a Conversion Notice in respect of RMB200,000,000 in principal amount of Convertible Promissory Note, the board of directors of Quark shall have been constituted in accordance with the voting agreement. Each Quark Group Company (except Quark) shall have taken all necessary corporate action approving that immediately prior to the date of the SPA Closing the board of directors of each Quark Group Company, (except Quark) shall consist of the same directors as Quark.

The obligations of Quark owed to the Company to consummate the SPA Closing under the Share Purchase Agreement, unless otherwise waived in writing by Quark, are subject to the fulfillment on or before the date of the SPA Closing of each of the following conditions:

- Representations and Warranties : The representations and warranties of the Company or its Assignee, as the case may be, under the Share Purchase Agreement shall have been true and complete when made and shall remain so as of the date of SPA Closing with the same effect.
- Performance : The Company or its Assignee, as the case may be, shall have performed and complied with all their covenants, obligations and conditions contained in the Transaction Documents on or before the date of the SPA Closing.
- Execution of Transaction Documents : The Company or its Assignee, as the case may be, shall have executed and delivered to Quark a deed of adherence to the Transaction Documents, to which the Company or its Assignee, as the case may be, is a party.
- Conversion Notice : The Company or its Assignee, as the case may be, shall have delivered to Quark a Conversion Notice pursuant to the Note Purchase Agreement specifying the principal amount of Convertible Promissory Note in respect of which the Company or its Assignee (as the case may be) is making an election to conduct a Series B Transaction.

Rights of Series B Preferred Shareholder

The following table summarises the principal rights of the holder of Series B Preferred Shares pursuant to the Charter Documents of Quark and the Ancillary Agreements:

- Voting rights : Same as for Series A Preferred Shares, the Series B Preferred Shares carry voting rights equal to such number of Ordinary Shares as convertible on the record date of determination of Quark's members entitled to vote, or if no such record date is established, at the date the vote is to be taken.
- Special rights : Same as for Series A Preferred Shares, the Series B Preferred Shares will be converted into ordinary shares upon completion of Qualified IPO. Together with such conversion, the following special rights, which have been granted to pre-IPO investors, will all be terminated upon completion of Qualified IPO:

Liquidation Preference: Prior and in preference to any distribution of any of the assets or funds of Quark to the holders of any other class or series of shares, the amount equal to the product obtained by multiplying (a) the Series B issue price for the Series B Preferred Share by (b) the sum of (i) one plus (ii) the product obtained by multiplying 0.02 by the number of complete calendar months (no fractional months) that have elapsed from the Series B issue date until the date on which the liquidation event is deemed legally complete or effective under applicable law, plus all accrued or declared but unpaid dividends on such Series B Preferred Share (collectively, the "**Series B Preference Amount**").

If the balance of assets and funds thus distributed among the holders of the Series B Preferred Shares shall be insufficient to permit the payment to such holders of the full Series B Preference Amount, then the balance of assets and funds of Quark legally available for distribution shall be distributed ratably among the holders of the Series B Preferred Shares in proportion to the aggregate Series B Preference Amount each such holder is otherwise entitled to receive.

After the Series B Preference Amount has been fully distributed, the Series A Preferred Shareholders shall be entitled to receive prior and in preference to holders of Ordinary Shares distribution of the balance of assets or funds of Quark.

Conversion rights: Series B Preferred Shares are convertible into Ordinary Shares with an initial conversion ratio of 1:1 at any time after Series B issue date into such number of fully paid and non-assessable Ordinary Shares as determined by dividing the Series A issue price by the then-effective Series A conversion price and by dividing the Series B issue price by the then-effective Series B conversion price, which is subject to adjustments to be made to preserve the conversion rights against dilution in certain dilutive events.

Pre-emptive right: Holders of Series B Preferred Shares have a pre-emptive right to purchase up to a pro rata share of any new securities that Quark may from time to time issue, other than certain excepted issuances, such as new securities issuance under employee share option plan, conversion of Series A Preferred Shares, Series B Preferred Shares and Qualified IPO and other issuance as agreed among the contracting parties to the investors' rights agreement.

Right of first refusal: If any Founder proposes to transfer any equity securities of or interest in Quark (the "**Offered Shares**"), holder of the Series B Preferred Shares have a right of first refusal to purchase all or any portion of the Offered Shares on the terms and conditions stated in the transfer notice given by the transferor, on a pro rata basis based on their respective shareholding.

Right of co-sale: If holders of Series B Preferred Shares do not exercise their respective rights of first refusal as to all or any of the Offered Shares, they have the right to participate in the sale to the transferee identified in the transfer notice given by the transferor, and on the same terms and conditions as specified therein.

Information and inspection rights: Holders of Series B Preferred Shares have the rights to receive Quark's financial and operation information, annual business and financial plan, and to inspect facilities, properties, records and books of each Quark Group Company.

Director appointment right: For as long as the Company holds any Series B Preferred Shares, it shall have right to designate, appoint, remove, replace and reappoint one (1) director on the board of Quark if the Conversion Property is not more than 30% of the total number of Ordinary Shares on a fully diluted, as converted basis immediately following the conversion. If the Conversion Property reached or exceeds 30% of the total number of Ordinary Shares, the Company will be entitled to appoint two (2) directors on the board of Quark. The authorised number of directors on the board of Quark shall be up to four (4) directors.

Veto rights: Certain corporation actions of Quark require the approval of the Company and the Series A Preferred Shareholders or the director appointed by them. Such actions include, among others, (i) action that creates or issues any class or series of equity securities (ii) purchase, repurchase, redemption or retirement of any equity security of any Quark Group member; (iii) liquidation, winding up, dissolution or reorganisation of any of the Quark Group member; (iv) merger, amalgamation or consolidation of any Quark Group member; (v) any appointment, change or removal of auditor for any Quark Group member; (vi) any change to accounting policies or procedures of any Quark Group Company; (vii) any amendment or modification to or waiver of rights under any Transaction Documents; (viii) approval of any remuneration or compensation to any director of any Quark Group Company; and (ix) approval of any appointment, change or removal of the chief executive officer, chief financial officer, chief credit officer, chief risk officer or chief operating officer of any Quark Group Company.

PROVISION OF FINANCIAL ASSISTANCE BY THE CONTROLLING SHAREHOLDER

For the purpose of funding the Company's purchase of the Convertible Promissory Note, the Company and the Controlling Shareholder have entered into the Shareholder Facility on 21 July 2015 (after trading hours) pursuant to which the Controlling Shareholder has agreed to grant to the Company an unsecured facility in the amount of up to RMB200,000,000 (equivalent to approximately HK\$250,000,000) for a term of three (3) years. The Shareholder Facility shall bear interest at the rate of 3.00% per annum on the outstanding principal amount from time to time. Interest shall accrue from and including the date of NPA Closing and shall be calculated on the basis of a 365-day year and the actual number of days elapsed. Interest shall be paid annual in arrear on each anniversary of NPA Closing.

The outstanding principal amount of the Shareholder Facility shall be repaid in six equal instalments starting from the date of the second anniversary of NPA Closing with the final payment of all the then outstanding principal amount of the Shareholder Facility and accrued and unpaid interest being made on the date of the third anniversary from the date of NPA Closing (the "**Maturity Date**"). Notwithstanding any provision herein, the Company and the Controlling Shareholder may extend the Maturity Date upon mutual written consent.

If the Company shall convert any of the Convertible Promissory Note, it may deliver a notice to the Controlling Shareholder specifying the principal amount of the Convertible Promissory Note converted (the "**Converted Amount**"). Upon delivery of such notice, a principal amount of the loan equivalent to the Converted Amount, together with all accrued but unpaid interest therein (the principal amount and such interest, together, the "**Rollover Amount**"), shall be deemed to be repaid and the Controlling Shareholder shall be deemed to have advanced a new loan, of a principal amount equivalent to the Rollover Amount (the "**Replacement Loan**"). The Replacement Loan shall be for a term of 3 years from the date of notice and shall bear interest at a rate of 3.00% per annum, calculated on the basis of a 365 day year on the actual days elapsed.

Pursuant to the Shareholder Facility, no payments shall be due from the Company unless and until the Company shall have received principal payment and the equivalent payment of interest on principal payment to the Convertible Promissory Note. If any payment of interest or principal payment to the Convertible Promissory Note is not received, the Company shall give written notice to the Controlling Shareholder of such non-payment and the Company's obligation to make payments

pursuant to the Shareholder Facility shall be deferred until payment pursuant to the Convertible Promissory Note is received. For the avoidance of doubt, the Company shall not be treated as being in default under the Shareholder Facility by reason of such deferral.

INFORMATION ON THE GROUP

A wholly-owned subsidiary of the Company is a licensed money lender in Hong Kong providing mainly short-term mortgage loan financings to corporations and private individuals which are secured against real estate assets in Hong Kong as well as some unsecured personal loans. In Hong Kong, the Group holds a strong market position, ranking, in 2013, as one of the top ten licensed money lenders in Hong Kong by revenue and value of loans outstanding.

INFORMATION ON QUARK

Quark is principally engaged in, through its group companies, non-banking financial services business that leverages information technology and data analytics technology to provide and/or facilitate accumulation, distribution and management of credit in the PRC through peer-to-peer (P2P) and other scalable business models in accordance with applicable PRC laws.

The shareholding structure of Quark as at the date of this announcement and immediately before SPA Closing is as follows:

Shareholder	Number of Quark Shares	Shareholding percentage (%)
<i>Ordinary Shares</i>		
Guo Zhenzhou	33,750,000	24.75%
Wang Hao	15,340,909	11.25%
To be issued pursuant to Quark's employee share option plan	12,272,727	9.00%
<i>Series A Preferred Shares</i>		
Expolito Enterprises Limited	62,727,273	46.00%
Gobi Fund II, L.P.	<u>12,272,727</u>	<u>9.00%</u>
Total	<u>136,363,636</u>	<u>100.00%</u>

The shareholding structure of Quark immediately after SPA Closing assuming no Conversion Property Adjustment and the Convertible Promissory Note is converted in full is as follows:

Shareholder	Number of Quark Shares	Shareholding percentage (%)
<i>Ordinary Shares</i>		
Guo Zhenzhou	33,750,000	19.80%
Wang Hao	15,340,909	9.00%
To be issued pursuant to Quark's employee share option plan	12,272,727	7.20%
<i>Series A Preferred Shares</i>		
Expolito Enterprises Limited	62,727,273	36.80%
Gobi Fund II, L.P.	12,272,727	7.20%
<i>Series B Preferred Shares</i>		
The Company	<u>34,090,909</u>	<u>20.00%</u>
Total	<u><u>170,454,545</u></u>	<u><u>100.00%</u></u>

The shareholding structure of Quark immediately after SPA Closing assuming full Conversion Property Adjustment and the Convertible Promissory Note is converted in full is as follows:

Shareholder	Number of Quark Shares	Shareholding percentage (%)
<i>Ordinary Shares</i>		
Guo Zhenzhou	33,750,000	14.85%
Wang Hao	15,340,909	6.75%
To be issued pursuant to Quark's employee share option plan	12,272,727	5.40%
<i>Series A Preferred Shares</i>		
Expolito Enterprises Limited	62,727,273	27.60%
Gobi Fund II, L.P.	12,272,727	5.40%
<i>Series B Preferred Shares</i>		
The Company	<u>90,909,091</u>	<u>40.00%</u>
Total	<u><u>227,272,727</u></u>	<u><u>100.00%</u></u>

REASONS FOR AND BENEFITS OF THE NOTE TRANSACTION AND THE FINANCIAL ASSISTANCE

The Group is principally engaged in the money lending business. While Hong Kong is and continues to be the core base of its operation, in view of the growth opportunities in the non-bank financing sector in mainland China, the Group is currently considering expanding its business into this region as part of its long term development plans. The Board, including the independent non-executive Directors, considers that the Note Transaction is in line with the Group's overall strategy, and enables the Group to expand its reach and accelerate its penetration into the market.

The Note Transaction, which will be funded by the Shareholder Facility, enables the Group to realize the interest spread between the 3.00% per annum and 10.00% per annum charged by the Shareholder Facility and the Convertible Promissory Note, respectively. The attached right entitling the Company to elect to conduct a Series B Transaction provides the Group with the flexibility to tap into the non-bank financing sector in mainland China as appropriate.

The terms of the Transaction Documents and the Financial Assistance including the interest rate were determined with reference to the commercial practice and the range of interest rate charged by other companies engaging in similar business in the PRC. The Board, including the independent non-executive Directors, consider that the Transaction Documents and the Financial Assistance were entered into on normal commercial terms and in the ordinary and usual course of business of the Group.

Since the terms of the Transaction Documents reflect the normal commercial terms of transactions of this nature, and can provide the Group with stable revenue and cashflow stream from the interest and the right to elect to conduct a Series B Transaction, the Board, including the independent non-executive Directors, considers that they are fair and reasonable and are in the interests of the Group and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in relation to the Note Transaction exceed 25% but less than 100%, the Note Transaction constitutes a major transaction of the Company under the Listing Rules and will be subject to the reporting, announcement and approval by the Shareholders requirements.

Ms. Jin is the sole ultimate and beneficial owner of the entire issued share capital of Expolito Enterprises Limited which in turn is an existing Series A Preferred Shareholder and holder of 46% interests in Quark. Ms. Jin is also the ultimate beneficial owner of the entire issued share capital of the Controlling Shareholder, an executive Director, and mother of Ms. Wang Yao, an executive Director. Ms. Jin is deemed to be interested in all the Shares held by the Controlling Shareholder for the purposes of the SFO. It is therefore a connected person of the Company under the Listing Rules. Accordingly, the Note Transaction constitutes a connected transaction for the Company under Chapter 14A of the Listing Rules and is subject to the reporting and announcement requirements and the approval by the Independent Shareholders at the EGM by way of poll. Ms. Jin and Ms. Wang Yao have abstained from voting on the Board resolutions to approve the Note Transaction.

The Controlling Shareholder and its associates will be required to abstain from voting in respect of the resolutions to be proposed at the EGM for approving the Note Transaction. The Independent Board Committee comprising Mr. Chan Chi On (alias Derek Chan), Dr. Ng Lai Man, Carmen, and Mr. Tang, Warren Louis, all being the independent non-executive Directors, will be formed to advise the Independent Shareholders as to the fairness and reasonableness of the Note Transaction. An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, (i) details of the Note Transaction, (ii) the letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders, (iii) the recommendation of the Independent Board Committee to the Independent Shareholders and (iv) the notice of the EGM, is expected to be despatched to the Shareholders in compliance with the requirements under the Listing Rules on or before 11 August 2015.

Subject to the then financial performance of the Quark Group Companies, and before any future decision to convert the Convertible Promissory Note into Series B Preferred Shares is made, the Board will consider all applicable circumstances including due diligence findings to assess the merits of conversion of the Convertible Promissory Note (including but not limited to reasons for and basis of the conversion, conversion mechanism and adjustments, amount to be converted) at the material time. Upon deciding to convert, the Company will comply with all applicable requirements including Shareholders' approval (if required) under the Listing Rules.

The Financial Assistance provided under the Shareholder Facility constitutes a connected transaction under the Listing Rules. As the Financial Assistance is provided by a connected person for the benefit of the Company on better terms to the Company where no security over the assets of the Company is granted in respect of the Financial Assistance, pursuant to Rule 14A.73 of the Listing Rules, the Shareholder Facility is exempted from reporting, announcement requirements and the Independent Shareholders' approval. Ms. Jin and Ms. Wang Yao have abstained from the voting, on the Board resolutions to approve the Financial Assistance.

DEFINITIONS

In this announcement, the following expressions shall, unless the context requires otherwise, have the following meanings:

“Affiliates”	with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person
“Ancillary Agreements”	the investors' rights agreement, the voting agreement, the right of first refusal and co-sale agreement, and the share restriction agreement, all of which the Company is a party to, and the nominee director's indemnification agreement, attached as exhibits to the Share Purchase Agreement
“Assignee”	any other person or entity, including without limitation any of its affiliates and entities controlled by the Company
“Board”	the board of Directors
“Business”	non-banking financial services business that leverages information technology and data analytics technology to provide and/or facilitate accumulation, distribution and management of credit in the PRC through peer-to-peer (P2P) and other scalable business models in accordance with applicable PRC Laws
“Business Day(s)”	a day (i) other than Saturday or Sunday, and (ii) on which commercial banks are open for business in the PRC and Hong Kong

“Charter Documents”	with respect to a particular legal entity, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity
“Company”	Global International Credit Group Limited, an exempted company incorporated under the Companies Law of the Cayman Islands with limited liability on 20 January 2014, whose Shares are listed on the main board of the Stock Exchange
“Companies Law”	the Companies Law, Chapter 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands as amended, supplemented or otherwise modified from time to time
“Control”	the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing
“Controlling Shareholder”	Blossom Spring Global Limited, a company incorporated in the British Virgin Islands which in turn is the holder of 75% of the entire issued share capital of the Company. The entire issued share capital of Blossom Spring Global Limited is held by Ms. Jin.

“Convertible Promissory Note”	the convertible promissory note in the aggregate principal amount of RMB200,000,000 or its equivalent, convertible into fully paid Series B Preferred Shares
“Directors”	the director(s) of the Company
“Domestic Company”	上海誇客金融信息服務有限公司 (Shanghai Quark Finance Information Service Limited), a limited liability company organized and existing under the laws of the PRC
“EGM”	an extraordinary general meeting of the Company to be convened at which ordinary resolutions will be proposed to approve the Note Transaction
“Financial Assistance”	the financial assistance contemplated by the Shareholder Facility
“Founders”	the founders of Quark, namely Guo Zhenzhou and Wang Hao
“Group”	the Company and its subsidiaries
“HK Company”	Quark Finance Group (Hong Kong) Limited, a company incorporated under the Laws of the Hong Kong which is a wholly-owned subsidiary of Quark
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent board committee, comprising Mr. Chan Chi On (alias Derek Chan), Dr. Ng Lai Man, Carmen, and Mr. Tang, Warren Louis, all being the independent non-executive Directors
“Independent Shareholders”	Shareholders other than the Controlling Shareholder and its associates
“Law(s)”	any and all constitutional provision, statute, law, rule, regulation, official policy or interpretation of any governmental or regulatory authority
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Material Adverse Effect”	any change, event or circumstance that is or would have a material adverse effect on (i) the business, properties or condition (financial or otherwise), results of operations or prospects of any of the Quark Group Companies individually or taken as a whole, (ii) the validity or enforceability of the Note Purchase Agreement and any agreement contemplated by the Note Documents against any party thereto (other than the holder of a Convertible Promissory Note), or (iii) the ability of any Warrantor to perform its obligations under the Note Documents or in connection with the transactions contemplated thereunder
“Ms. Jin”	Ms. Jin Xiaoqin, the ultimate beneficial owner of the entire issued share capital of the Controlling Shareholder, an executive Director of the Company, and the mother of Ms. Wang Yao, an executive Director
“Note Documents”	the Note Purchase Agreement, the Convertible Promissory Note and any other documents, agreements and instruments entered into in connection with or contemplated by the Note Purchase Agreement
“Note Purchase Agreement”	the convertible promissory note entered into between Quark, the Founders and the Company dated 21 July 2015
“Note Transaction”	the purchase of the Convertible Promissory Note by the Company as contemplated in the Note Purchase Agreement
“NPA Closing”	the consummation of the purchase and sale of the Convertible Promissory Note
“Ordinary Shares”	an ordinary share of US\$0.0001 par value per share in the capital of Quark
“Person”	any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity

“PRC”	the People’s Republic of China which, for the purposes of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“Qualified IPO”	the closing of a firm commitment underwritten public offering of the Ordinary Shares of Quark (or depositary receipts or depositary shares therefor) in the United States pursuant to an effective registration statement under the United States Securities Act of 1933, as amended, in which Ordinary Shares are sold to the public at a price of at least US\$1.5 per Ordinary Share (net of underwriting commissions and expenses), as adjusted for any share dividends, combinations, reclassifications or splits with respect to the Ordinary Shares, and resulting in at least \$100 million of net proceeds to Quark (net of the underwriting discount and commissions), or in a public offering of the Ordinary Shares of Quark (or depositary receipts or depositary shares therefor) in another jurisdiction which results in the Ordinary Shares trading publicly on a recognized international securities exchange approved by each Investor, so long as such offering satisfies the foregoing pre-offering valuation requirements
“Quark”	Quark Finance Group, an exempted company organised under the laws of the Cayman Islands
“Quark Group Company(ies)”	collectively, Quark, the HK Company, the WFOE, the Domestic Company and (i) their respective subsidiaries and Affiliates, or (ii) each other entity whose results of operations and financial conditions are consolidated with any Quark Group Company for financial reporting purposes in accordance with the applicable accounting principles. A Quark Group Company refers to any member of such Quark Group Companies
“Quark Shares”	collectively, the Ordinary Shares, the Series A Preferred Shares and Series B Preferred Shares of Quark
“Series A Preferred Shares”	the Series A preferred shares issued by Quark to the Series A Preferred Shareholders pursuant to the Series A Preferred Shares Purchase Agreement among the parties thereto dated 5 June 2014

“Series A Preferred Shareholders”	Expolito Enterprises Limited, a company organised under the laws of the British Virgin Islands and Gobi Fund II, L.P., a limited partnership organized and existing under the laws of the Cayman Islands
“Series B Preferred Shares”	the Series B preferred shares to be issued by Quark as is equal to the Conversion Property, par value US\$0.0001 per share for an aggregate purchase price of RMB200,000,000
“Series B Transaction”	the purchase of the Series B Preferred Shares by a holder of the Convertible Promissory Note contemplated in the Share Purchase Agreement
“SFO”	Securities and Futures Ordinance (Cap 571 of the laws of Hong Kong)
“Share Purchase Agreement”	the conditional share purchase agreement dated 21 July 2015 entered into between Quark, the Company, the Quark Group Companies, the Founders, Expolito Enterprises Limited and Gobi Fund II, L.P. in respect of the purchase of Series B Preferred Shares by a holder of the Convertible Promissory Note
“Shares”	ordinary share(s) of nominal value of HK\$0.01 each in the capital of the Company
“Shareholders”	holder(s) of the Share(s)
“Shareholder Facility”	the facility letter issued by the Controlling Shareholder to the Company for an unsecured interest-bearing facility in the amount of up to RMB200,000,000
“SPA Closing”	completion of the purchase and sale of the Series B Preferred Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transaction Documents”	the Note Purchase Agreement, the Share Purchase Agreement, the Ancillary Agreements, the amended and restated memorandum and articles of association of Quark, and each of the other agreements and documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing

“Warrantors”	each of Quark and the Founders
“WFOE”	誇客投資管理(上海)有限公司 (Quark Investment Management (Shanghai) Limited), a wholly foreign-owned enterprise incorporated under the laws of the PRC as a wholly-owned subsidiary of the HK Company
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“US\$”	United States dollar(s), the lawful currency of the United States of America

In this announcement, unless the context requires otherwise, certain amounts denominated in RMB have been translated to HK\$ at the prevailing exchange rate for illustration purpose only. Such conversions shall not be construed as representations that amounts in RMB were or may have been converted into HK\$ at such rate or any other exchange rates.

Certain amounts and percentage figures included in this announcement have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures preceding them.

The English names of PRC nationals, enterprises, entities, departments, facilities, certificates, titles and the like are translations of their Chinese names and are for identification purpose only.

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

Hong Kong, 21 July 2015

As at the date of this announcement, the executive directors of the Company are Ms. Wang Yao and Ms. Jin Xiaoqin; and the independent non-executive directors of the Company are Mr. Chan Chi On (alias Derek Chan), Dr. Ng Lai Man, Carmen, and Mr. Tang, Warren Louis.