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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 LOANS**

The Board is pleased to announce that on 14 December 2017, GICL, as lender, entered into Supplemental Loan Agreement A and Supplemental Loan Agreement B with Customer A, as borrower, pursuant to which, GICL has agreed to extend the term under Loan Agreement A and Loan Agreement B, which were entered into on 30 September 2016 for the grant of secured loans in the amount of HK\$2,700,000 and HK\$2,900,000, respectively, for a term of 12 months. On the same day, GICL, as lender, also entered into Loan Agreement I and Loan Agreement J with Customer B and Customer C, and Customer A, each as borrower(s), respectively, pursuant to which, GICL has agreed to grant secured loans in the amount of HK\$3,200,000 and HK\$1,800,000, respectively, for a term of 12 months.

Prior to the entering into of the New Loan Agreements, during the period from 21 December 2016 to 11 August 2017, GICL had entered into the Previous Loan Agreements for the grant of six secured loans in an aggregate outstanding amount of HK\$20,000,000 to the Customers.

The Group is principally engaged in money lending business of providing property mortgage loans and personal loans in Hong Kong under the Money Lenders Ordinance. 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 (i) 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); and (ii) the Previous Loan Agreements and the New Loan Agreements were entered into within a twelve-month period, 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 14 December 2017, GICL, as lender, entered into Supplemental Loan Agreement A and Supplemental Loan Agreement B with Customer A, as borrower, pursuant to which, GICL has agreed to extend the term under Loan Agreement A and Loan Agreement B, which were entered into on 30 September 2016 for the grant of secured loans in the amount of HK\$2,700,000 and HK\$2,900,000, respectively, for a term of 12 months. On the same day, GICL, as lender, also entered into Loan Agreement I and Loan Agreement J with Customer B and Customer C, and Customer A, each as borrower(s), respectively, pursuant to which, GICL has agreed to grant secured loans in the amount of HK\$3,200,000 and HK\$1,800,000, respectively, for a term of 12 months. Details of the New Loans are as follows:

### SUPPLEMENTAL LOAN AGREEMENT A

Date of agreement	:	14 December 2017
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$2,700,000
Interest rate	:	13.5% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A first legal charge/mortgage in respect of an industrial property located in Kowloon Bay with valuation conducted by an independent property valuer on 31 October 2017 with an amount of HK\$4,000,000
Repayment	:	The borrower shall repay the interests 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\$364,500
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

Supplemental Loan Agreement A is an extension of Loan Agreement A having the same terms granted by GICL to Customer A on 30 September 2016.

## **SUPPLEMENTAL LOAN AGREEMENT B**

Date of agreement	:	14 December 2017
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$2,900,000
Interest rate	:	13.4% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A first legal charge/mortgage in respect of an industrial property located in Kowloon Bay with valuation conducted by an independent property valuer on 31 October 2017 with an amount of HK\$4,400,000
Repayment	:	The borrower shall repay the interests 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\$388,600
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

Supplemental Loan Agreement B is an extension of Loan Agreement B having the same terms granted by GICL to Customer A on 30 September 2016.

## **LOAN AGREEMENT I**

Date of agreement	:	14 December 2017
Lender	:	GICL
Borrower	:	Customer B and Customer C
Principal	:	HK\$3,200,000
Interest rate	:	12.5% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A first legal charge/mortgage in respect of a residential property located in Sai Kung with valuation conducted by an independent property valuer on 13 December 2017 with an amount of HK\$5,000,000
Repayment	:	The borrowers shall repay the interests 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\$400,000
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 J**

Date of agreement	:	14 December 2017
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$1,800,000
Interest rate	:	18% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A second legal charge/mortgage in respect of a residential property located in Hung Hom with valuation conducted by an independent property valuer on 12 December 2017 with an amount of HK\$4,200,000
Repayment	:	The borrower shall repay the interests 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\$324,000
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

## PROVISION OF THE PREVIOUS LOANS

Prior to the entering into of the New Loan Agreements, during the period from 21 December 2016 to 11 August 2017, GICL had entered into the Previous Loan Agreements for the grant of six secured loans in an aggregate outstanding amount of HK\$20,000,000 to the Customers. A summary of the Previous Loan Agreements is set out as follows:

### LOAN AGREEMENT C

Date of agreement	:	21 December 2016
Lender	:	GICL
Borrower	:	Customer A
Principal	:	HK\$1,800,000
Interest rate	:	18% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A second legal charge/mortgage in respect of a residential property located in Hung Hom with valuation conducted by an independent property valuer on 2 December 2016 with an amount of HK\$4,000,000
Repayment	:	The borrower shall repay the interests 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\$324,000
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 and interest under Loan Agreement C were fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement J on 14 December 2017. The total interest received by GICL under Loan Agreement C was approximately HK\$321,000.

## **LOAN AGREEMENT D**

Date of agreement	:	13 February 2017
Lender	:	GICL
Borrower	:	Customer B
Principal	:	HK\$4,700,000
Interest rate	:	18% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A second legal charge/mortgage in respect of a residential property and a car parking space located in Sai Kung with valuation conducted by an independent property valuer on 8 February 2017 with an aggregate amount of HK\$17,000,000
Repayment	:	The borrower shall repay the interests 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\$846,000
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

## **LOAN AGREEMENT E**

Date of agreement	:	15 May 2017
Lender	:	GICL
Borrower	:	Customer B and Customer C
Principal	:	HK\$2,500,000
Interest rate	:	12.5% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A first legal charge/mortgage in respect of a residential property located in Sai Kung with valuation conducted by an independent property valuer on 19 April 2017 with an amount of HK\$5,000,000
Repayment	:	The borrowers shall repay the interests 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\$312,500
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

The principal and interest under Loan Agreement E were fully settled by the part of the loan proceeds upon drawdown of the loan under Loan Agreement I on 14 December 2017. The total interest received by GICL under Loan Agreement E was approximately HK\$207,000.



## **LOAN AGREEMENT F**

Date of agreement	:	26 May 2017
Lender	:	GICL
Borrower	:	Customer B
Principal	:	HK\$9,000,000
Interest rate	:	13% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A first legal charge/mortgage in respect of a residential property and a car parking space located in Clearwater Bay with valuation conducted by an independent property valuer on 26 May 2017 with an aggregate amount of HK\$15,500,000
Repayment	:	The borrower shall repay the interests 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\$1,170,000
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

## **LOAN AGREEMENT G**

Date of agreement	:	24 July 2017
Lender	:	GICL
Borrower	:	Customer B
Principal	:	HK\$1,100,000
Interest rate	:	13% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A first legal charge/mortgage in respect of a residential property and a car parking space located in Clearwater Bay with valuation conducted by an independent property valuer on 26 May 2017 with an aggregate amount of HK\$15,500,000
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 total maximum amount of HK\$143,000
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

## **LOAN AGREEMENT H**

Date of agreement	:	11 August 2017
Lender	:	GICL
Borrowers	:	Customer B
Principal	:	HK\$900,000
Interest rate	:	18% per annum
Term	:	12 months commencing from the date of drawdown
Security	:	A second legal charge/mortgage in respect of a residential property and a car parking space located in Sai Kung with valuation conducted by an independent property valuer on 7 July 2017 with an aggregate amount of HK\$17,000,000
Repayment	:	The borrowers shall repay the interests 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\$162,000
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.

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

The New Loans and the Previous Loans are collateralised against four residential properties, two industrial properties and two car parking spaces provided by the Customers with an aggregate loan-to-value ratio of approximately 63.6% based on the value of the mortgaged properties for the New Loans and the Previous Loans as determined by independent property valuers.

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 values of the collaterals provided by the Customers. After taking into account the factors as disclosed above in assessing the risks of the relevant advances, the Group considers that the risks involved in the advance to the Customers are acceptable to the Group.

## **FUNDING OF THE NEW LOANS**

Supplemental Loan Agreement A and Supplemental Loan Agreement B are extension of two existing loans having the same principal amounts and the Group will finance the loans granted under Loan Agreement I and Loan Agreement J with its 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.

### ***Customer B***

Customer B is an individual and an Independent Third Party. She is the spouse of Customer A and the sister of Customer C.

### ***Customer C***

Customer C is an individual and an Independent Third Party. She is the sister of Customer B.

The Customers are repeat customers of the Group with outstanding loans with GICL, prior to the grant of the New Loans, of HK\$25,600,000 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 (i) 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); and (ii) the Previous Loan Agreements and the New Loan Agreements were entered into within a twelve-month period, 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 Supplemental Loan Agreement A, Supplemental Loan Agreement B, Loan Agreement A, Loan Agreement B, Loan Agreement C and Loan Agreement J, being an individual and an Independent Third Party
“Customer B”	the borrower under each of Loan Agreement D, Loan Agreement F, Loan Agreement G and Loan Agreement H and one of the borrowers under Loan Agreement E and Loan Agreement I, being an individual and an Independent Third Party
“Customer C”	one of the borrowers under Loan Agreement E and Loan Agreement I, being an individual and an Independent Third Party
“Customers”	Customer A, Customer B and Customer C
“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 30 September 2016, particulars of which are stated in the section headed “Loan Agreement C” in the announcement of the Company dated 8 December 2016
“Loan Agreement B”	the loan agreement entered into between GICL and Customer A on 30 September 2016, particulars of which are stated in the section headed “Loan Agreement D” in the announcement of the Company dated 8 December 2016
“Loan Agreement C”	the loan agreement entered into between GICL and Customer A on 21 December 2016, 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 B on 13 February 2017, 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 B and Customer C on 15 May 2017, 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 B on 26 May 2017, 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 B on 24 July 2017, 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 11 August 2017, 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, Customer B and Customer C on 14 December 2017, 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 14 December 2017, particulars of which are stated in the section headed “Loan Agreement J” 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 amount of HK\$10,600,000 provided by GICL to the Customers under the New Loan Agreements
“New Loan Agreements”	Supplemental Loan Agreement A, Supplemental Loan Agreement B, Loan Agreement I and Loan Agreement J
“Previous Loans”	the mortgage loans in the aggregate outstanding amount of HK\$20,000,000 granted by GICL to the Customers under the Previous Loan Agreements
“Previous Loan Agreements”	Loan Agreement C, Loan Agreement D, Loan Agreement E, Loan Agreement F, Loan Agreement G and Loan Agreement H
“Supplemental Loan Agreement A”	the supplemental loan agreement entered into between GICL and Customer A on 14 December 2017, particulars of which are stated in the section headed “Supplemental Loan Agreement A”
“Supplemental Loan Agreement B”	the supplemental loan agreement entered into between GICL and Customer A on 14 December 2017, particulars of which are stated in the section headed “Supplemental Loan Agreement B”
“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, 15 December 2017

*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. Man Yiu Kwong, Nick, Dr. Ng Lai Man, Carmen, and Mr. Tang, Warren Louis.*