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(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 8215)

DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 3 February 2016, (i) the Loan Agreement I was entered into between First Credit, an indirect wholly-owned subsidiary of the Company as lender, and Customer A as borrower and personal guarantee provided by Guarantor C; (ii) the Loan Agreement II was entered into between First Credit, an indirect wholly-owned subsidiary of the Company as lender, and Customer A as borrower and personal guarantee provided by Guarantor C; (iii) the Loan Agreement III was entered into between First Credit, an indirect wholly-owned subsidiary of the Company as lender, and Customer B as borrower and personal guarantee provided by Guarantor C; and (iv) the Loan Agreement IV was entered into between First Credit, an indirect wholly-owned subsidiary of the Company as lender, and Customer B as borrower and personal guarantee provided by Guarantor C. Pursuant to the Loan Agreements, First Credit has agreed to grant four secured loans in the aggregate amount of HK\$4.2 million to the Customers for a term of 12 months.

GEM LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the aggregate amount of financial assistance granted to the Customers was more than 5% but less than 25%, the secured loans granted under the Loan Agreements constitute a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the reporting and announcement requirements under the GEM Listing Rules.

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borrower and personal guarantee provided by Guarantor C; and (iv) the Loan Agreement IV was entered into between First Credit, an indirect wholly-owned subsidiary of the Company as lender, and Customer B as borrower and personal guarantee provided by Guarantor C. Pursuant to the Loan Agreements, First Credit has agreed to grant four secured loans in the aggregate amount of HK\$4.2 million to the Customers for a term of 12 months.

Summarised below are the principal terms of the Loan Agreements.

THE LOAN AGREEMENT I

Date of the Loan Agreement	:	3 February 2016
Lender	:	First Credit
Borrower	:	Customer A
Guarantee	:	Personal guarantee provided by Guarantor C in favour of First Credit to secure the obligation of Customer A under the Loan Agreement I
Principal	:	HK\$1,050,000
Interest rate	:	12% per annum
Term	:	12 months commencing from the Effective Date
Security	:	A first legal charge/mortgage in respect of a property located in Hong Kong with a valuation conducted by an independent property valuer on 25 January 2016 with an amount of HK\$1.5 million
Repayment	:	Customer A shall repay the interests on a monthly basis with the principal amount at loan maturity
Prepayment	:	Customer A may at any time repay the principal amount of the secured loan and the interests in full by giving prior written notice before the loan maturity
Purpose	:	Refinancing Customer A's existing loan with a financial institution and for the general working capital of Customer A

THE LOAN AGREEMENT II

Date of the Loan Agreement	:	3 February 2016
Lender	:	First Credit
Borrower	:	Customer A
Guarantee	:	Personal guarantee provided by Guarantor C in favour of First Credit to secure the obligation of Customer A under the Loan Agreement II

Principal	:	HK\$850,000
Interest rate	:	12% per annum
Term	:	12 months commencing from the Effective Date
Security	:	A first legal charge/mortgage in respect of a property located in Hong Kong with a valuation conducted by an independent property valuer on 26 January 2016 with an amount of HK\$1.3 million
Repayment		Customer A shall repay the interests on a monthly basis with the principal amount at loan maturity
Prepayment	:	Customer A may at any time repay the principal amount of the secured loan and the interests in full by giving prior written notice before the loan maturity
Purpose	:	Refinancing Customer A's existing loan with a financial institution and for the general working capital of Customer A

THE LOAN AGREEMENT III

Date of the Loan Agreement	:	3 February 2016
Lender	:	First Credit
Borrower	:	Customer B
Guarantee	:	Personal guarantee provided by Guarantor C in favour of First Credit to secure the obligation of Customer B under the Loan Agreement III
Principal	:	HK\$1,300,000
Interest rate	:	12% per annum
Term	:	12 months commencing from the Effective Date
Security	:	A first legal charge/mortgage in respect of a property located in Hong Kong with a valuation conducted by an independent property valuer on 26 January 2016 with an amount of HK\$2 million
Repayment		Customer B shall repay the interests on a monthly basis with the principal amount at loan maturity
Prepayment	:	Customer B may at any time repay the principal amount of the secured loan and the interests in full by giving prior written notice before the loan maturity
Purpose	:	Refinancing Customer B's existing loan with a financial institution and for the general working capital of Customer B

THE LOAN AGREEMENT IV

Date of the Loan Agreement	:	3 February 2016
Lender	:	First Credit
Borrower	:	Customer B
Guarantee	:	Personal guarantee provided by Guarantor C in favour of First Credit to secure the obligation of Customer B under the Loan Agreement IV
Principal	:	HK\$1,000,000
Interest rate	:	12% per annum
Term	:	12 months commencing from the Effective Date
Security	:	A first legal charge/mortgage in respect of a property located in Hong Kong with a valuation conducted by an independent property valuer on 26 January 2016 with an amount of HK\$1.55 million
Repayment	:	Customer B shall repay the interests on a monthly basis with the principal amount at loan maturity
Prepayment	:	Customer B may at any time repay the principal amount of the secured loan and the interests in full by giving prior written notice before the loan maturity
Purpose	:	Refinancing Customer B's existing loan with a financial institution and for the general working capital of Customer B

FUNDING OF THE LOAN

The Group will finance the loans with its internal resources.

INFORMATION ON THE CUSTOMERS AND GUARANTOR C

The Customers are companies incorporated in Hong Kong with limited liability engaging in the business of property investment. Guarantor C is an individual, who is the director and ultimate owner of the Customers. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Customers and Guarantor C are Independent Third Parties and not connected with the Group.

Since the Customers and Guarantor C are associated with one another, the subject transactions are subject to aggregation under Rule 19.23 of the GEM Listing Rules.

INFORMATION ON THE GROUP AND THE LENDER

The Group is a money lender licensed in Hong Kong under the provisions of the Money Lenders Ordinance. The Group conducts money lending business solely in Hong Kong through the provision of unsecured loans and secured loans to customers, including individual, corporations and foreign domestic workers. The lender is an indirect wholly-owned subsidiary of the Company.

REASONS FOR THE LOAN AGREEMENTS

Taking into account the principal activities of the Group, the grant of the secured loans to the Customers is in the ordinary and usual course of business of the Group on normal commercial terms within the meaning of the GEM Listing Rules.

The terms of the Loan Agreements are negotiated on an arm's length basis between First Credit and the Customers. The Directors consider that the granting of the subject loans are a financial assistance provided by the Company on normal commercial terms within the meaning of the GEM Listing Rules. The Directors are of the view that the terms of the Loan Agreements are entered into on normal commercial terms based on the Company's credit policy. Taking into account the satisfactory financial background of the borrowers and that a stable revenue and cashflow stream from the interest income is expected, the Directors consider that the entering into of the Loan Agreements is fair and reasonable and in the interests of the Company and its shareholders as a whole.

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DEFINITIONS

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

“Board”	the board of Directors
“Company”	First Credit Finance Group Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the shares of which are listed on GEM
“Customer A”	a borrower being a company incorporated in Hong Kong with limited liability and an Independent Third Party
“Customer B”	a borrower being a company incorporated in Hong Kong with limited liability and an Independent Third Party
“Customers”	collectively Customer A and Customer B
“Director(s)”	the directors of the Company
“Effective Date”	the effective date of the Loan Agreements
“First Credit”	First Credit Limited, a limited liability company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM, as amended from time to time
“Group”	the Company and its subsidiaries
“Guarantor C”	a borrower being an individual who is the director and ultimate owner of Customer A and Customer B respectively and an Independent Third Party
“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)”	person(s) who or company(ies) together with its/their ultimate beneficial owner(s) which, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, is/are third party(ies) independent of the Company and its connected person(s)
“Loan Agreement I”	the loan agreement dated 3 February 2016 entered into between First Credit and Customer A in respect of a secured loan in the amount of HK\$1,050,000
“Loan Agreement II”	the loan agreement dated 3 February 2016 entered into between First

	Credit and Customer A in respect of a secured loan in the amount of HK\$850,000
“Loan Agreement III”	the loan agreement dated 3 February 2016 entered into between First Credit and Customer B in respect of a secured loan in the amount of HK\$1,300,000
“Loan Agreement IV”	the loan agreement dated 3 February 2016 entered into between First Credit and Customer B in respect of a secured loan in the amount of HK\$1,000,000
“Loan Agreements”	collectively Loan Agreement I, Loan Agreement II, Loan Agreement III and Loan Agreement IV
“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
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

By Order of the Board
First Credit Finance Group Limited
Tsang Yan Kwong
Chief Executive Officer and Executive Director

Hong Kong, 3 February 2016

As at the date of this announcement, the Board comprises Mr. Sin Kwok Lam (Chairman), Mr. Tsang Yan Kwong (Chief Executive Officer), Mr. Leung Wai Hung and Ms. Ho Siu Man as executive Directors; Ms. Chan Lai Yee as non-executive Director; and Mr. Lee Kin Fai, Mr. Tai Man Hin Tony and Mr. Yu Wan Hei as independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the GEM website at www.hkgem.com on the ‘Latest Company Announcements’ page for at least 7 days from the date of its posting. This announcement will also be published and remains on the Company’s website at www.firstcredit.com.hk.