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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 31 March 2017, the Revolving Loan Agreement was entered into among the Lender, an indirect wholly-owned subsidiary of the Company, the Borrower and the Chargors. Pursuant to the Revolving Loan Agreement, the Lender has agreed to grant the Facility in the principal amount of up to HK\$62,000,000 to the Borrower for a period commencing on the date of the Revolving Loan Agreement and ending on 26 January 2018. Each Advance bears an interest rate of 12% per annum.

GEM LISTING RULES IMPLICATIONS

As certain applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the grant of the Facility are more than 5% but all percentage ratios are less than 25%, the grant of the Facility under the Revolving Loan Agreement constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the notification and announcement requirements under the GEM Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 31 March 2017, the Revolving Loan Agreement was entered into among the Lender, an indirect wholly-owned subsidiary of the Company, the Borrower and the Chargors.

Summarised below are the principal terms of the Revolving Loan Agreement.

THE REVOLVING LOAN AGREEMENT

- Date : 31 March 2017
- Lender : First Credit Limited, an indirect wholly-owned subsidiary of the Company.
- Borrower : A company incorporated in Hong Kong with limited liability.
- Chargors : The Borrower and the Individual Chargor.

- Principal Amount : Up to HK\$62,000,000.
- Interest : Interest on each Advance shall accrue at a rate of 12% per annum and shall be paid on a quarterly basis.
- Availability Period : A period commencing from the date of the Revolving Loan Agreement and ending on 26 January 2018 or, if earlier, the date on which the entire Available Facility is cancelled in accordance with the terms of the Revolving Loan Agreement.
- Repayment : Subject as otherwise provided in the Revolving Loan Agreement, the Borrower shall repay all Advances and the outstanding interest accrued thereon on the last day of the Availability Period (or if such day is not a business day, the immediately following business day) or on demand by the Lender upon occurrence of an Event of Default (as defined in the Revolving Loan Agreement), whichever occurs earlier.
- Prepayment : The Borrower may, by giving prior written notice to the Lender, prepay all or part of the Advances and the accrued interest on the amount prepaid in accordance with the terms and conditions of the Revolving Loan Agreement.
- Re-borrowing : The Borrower may during the Availability Period re-borrow in whole or in part the Advance prepaid in accordance with the terms and conditions of the Revolving Loan Agreement provided that, among others, the amount re-borrowed does not exceed the Available Facility.
- Share Charge : The Borrower and the Individual Chargor have executed the Share Charge A and the Share Charge B respectively in favour of the Lender over the shares representing 60% and 32% of the issued share capital from time to time of the Charged Co respectively as continuing security for the payment, discharge and performance by the Borrower of all its obligations under the Revolving Loan Agreement.

FUNDING OF THE ADVANCE

The Group will finance the Advance(s) to be made under the Facility with its internal resources and/or borrowings.

INFORMATION OF THE BORROWER

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Borrower is principally engaged in publishing business and each of the Borrower and its ultimate beneficial owners is an Independent Third Party.

INFORMATION OF THE GROUP AND THE LENDER

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

REASONS FOR ENTERING INTO THE REVOLVING LOAN AGREEMENT

Taking into account the principal activities of the Group, the Directors consider that the entering into of the Revolving Loan Agreement with the Borrower and the Chargors is in the ordinary and usual course of business of the Group.

The terms of the Revolving Loan Agreement (including the interest rate) are negotiated on an arm's length basis among the parties thereto, with reference to the commercial practice and the maximum amount of the Facility. The Directors are of the view that the terms of the Revolving Loan Agreement are normal commercial terms entered into based on the Company's credit policy. Taking into account the satisfactory financial background of the Borrower, the security provided by the Chargors and the stable revenue and cashflow stream expected from the interest income, the Directors consider that the terms of the Revolving Loan Agreement are fair and reasonable and in the interests of the Company and its shareholders as a whole.

GEM LISTING RULES IMPLICATIONS

As certain applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the grant of the Facility are more than 5% but all percentage ratios are less than 25%, the grant of the Facility under the Revolving Loan Agreement constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to the notification and announcement requirements under the GEM Listing Rules.

DEFINITIONS

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

“Advance”	each borrowing of a portion of the Available Facility by the Borrower or, as the case may be, the principal amount of such borrowing or the re-borrowing of an Advance in accordance with the Revolving Loan Agreement
“Available Facility”	the undrawn and uncanceled balance of the maximum amount to be granted under the Facility
“Board”	the board of Directors
“Borrower”	a company incorporated in Hong Kong with limited liability
“Charged Co”	a company incorporated in Hong Kong with limited liability which is currently owned as to 60% by the Borrower, 32% by the Individual Chargor and the remaining 8% by a company which is an Independent Third Party

“Chargors”	collectively the Borrower and the Individual Chargor
“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
“Director(s)”	the director(s) of the Company
“Facility”	the revolving loan facility in the principal amount of up to HK\$62,000,000 granted to the Borrower under the Revolving Loan Agreement
“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
“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 person(s)
“Individual Chargor”	an individual who is an Independent Third Party
“Lender”	First Credit Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“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
“Revolving Loan Agreement”	the loan agreement dated 31 March 2017 entered into among the Lender, the Borrower and the Chargors in relation to the grant of the Facility
“Share Charge A”	the share charge dated 31 March 2017 and executed by the Borrower in favour of the Lender over the shares representing 60% of the issued share capital from time to time of the Charged Co

- “Share Charge B” the share charge dated 31 March 2017 and executed by the Individual Chargor in favour of the Lender over the shares representing 32% of the issued share capital from time to time of the Charged Co
- “Stock Exchange” The Stock Exchange of Hong Kong Limited

For and on behalf of the Board
First Credit Finance Group Limited
Tsang Yan Kwong
Chief Executive Officer and Executive Director

Hong Kong, 31 March 2017

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; and Mr. Fung Kam Man, Mr. Wang Zhiwei 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.