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Oi Wah Pawnshop Credit Holdings Limited

靚華押業信貸控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1319)

DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO ENTITIES

PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO ENTITIES

The Board is pleased to announce that on 23 March 2015, the Loan Agreement was entered into between Oi Wah PL as lender and the Customer as borrower. Pursuant to the Loan Agreement, Oi Wah PL has agreed to grant the Loan to the Customer for a term of 9 months.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Loan to be granted to the Customer under the Loan Agreement exceed 5% but less than 25%, the grant of the Loan constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

In addition, the ultimate beneficial owner of the Customer is the same with or an associate of the customers of the Existing Loans, the grant of the Loan requires aggregation with the Existing Loans under Rule 14.22 of the Listing Rules. Given the applicable percentage ratios in respect of the Loans granted to the Customer and its associates under Rule 14.07 of the Listing Rules exceed 5% but less than 25%, the grant of the Loans in aggregate still constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

As the aggregate amount of the Loans granted to the Customer and its associates exceeds 8% under the assets ratio defined under Rule 14.07(1) of the Listing Rules, the grant of the Loans is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

It is required under Rule 13.15 of the Listing Rules to disclose the identities of the Customer and its associates. As the Customer and its associates have confirmed to the Group that they will not consent to the disclosure of their identities in this announcement, the Company has applied to the Stock Exchange for and has been granted a waiver from strict compliance with Rule 13.15 of the Listing Rules.

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Summarised below are the principal terms of the Loan Agreement.

THE LOAN AGREEMENT

Date of agreement	:	23 March 2015
Lender	:	Oi Wah PL
Borrower	:	The Customer
Principal	:	HK\$85,000,000.00
Interest rate	:	P + 6.75% per annum, where P represented the prime rate of 5.25% offered by Wing Lung Bank Limited as of the date of the Loan Agreement, subject to fluctuation
Term	:	9 months commencing from the Drawdown Date
Security	:	A first legal charge/mortgage in respect of a commercial property located in Yuen Long with valuation conducted by an independent property valuer on 19 March 2015 with an amount of approximately HK\$140,000,000.00
Repayment	:	The Customer shall repay the interests on a monthly basis with the principal amount at loan maturity
Conditions precedent	:	The advance of the Loan is subject to the following conditions: <ul style="list-style-type: none">(i) Successfully execution of the first legal charge for the commercial property in Yuen Long by the Borrower(ii) The mortgage deeds/security documents are successfully transferred to Oi Wah PL's designated solicitor to review(iii) Oi Wah PL's designated solicitor confirms all the loan conditions are met

Purpose : The Loan aims for the full/partial repayment of the Existing Loans. The Loan will be invalid if the Loan is not used to repay the Existing Loans

OTHER TERMS OF THE LOAN AGREEMENT

Pursuant to the Loan Agreement, the Loan is guaranteed by an individual who is an Independent Third Party and the mortgaged property is insured against fire risks with an insurance company approved by Oi Wah PL.

INFORMATION ON THE CREDIT RISK RELATING TO THE LOAN

The making of the Loan is collateralised. The collateral provided by the Customer for the Loan is sufficient as the loan-to-value ratio of the mortgaged property as first mortgage is approximately 61%.

The proposed advance of the Loan was also made on the basis of the Company's credit assessments made on the financial strength and repayment ability of the Customer, the collateral provided by the Customer, which is at the prime site in Yuen Long, and the relatively short term nature of the advance. After taking into account the factors as disclosed above in assessing the risks of the relevant advance, the Company considers that the risks involved in the advance to the Customer are relatively low.

FUNDING OF THE LOAN

The Group will finance the Loan with the Company's general working capital.

INFORMATION ON THE CUSTOMER

The Customer is a company incorporated in Hong Kong which principally engages in the business of property investment and is wholly owned by Customer C. The Customer is our new customer, was approached by the Group through the Group's network. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Customer and its ultimate beneficial owner are Independent Third Parties and not connected with the Group.

INFORMATION ON THE GROUP AND THE LENDER

The Group is a financing service provider in Hong Kong mainly providing secured financing, including pawn loans and mortgage loans under the provisions of the Pawnbrokers Ordinance and the Money Lenders Ordinance. Oi Wah PL, as the lender of the Loan, is an indirect wholly-owned subsidiary of the Company.

REASONS FOR ENTERING INTO THE LOAN AGREEMENT

Taking into account the principal business activities of the Group, the grant of the Loan to the Customer respectively is in the ordinary and usual course of business of the Group.

The terms of the Loan Agreement were negotiated on an arm's length basis between Oi Wah PL and the Customer. The Directors consider that the granting of Loan is a financial assistance provided by the Company within the meaning of the Listing Rules. The Directors are of the view that the terms of the Loan Agreement were entered into on normal commercial terms based on the Company's credit policy. Taking into account the satisfactory financial background of the Customer and that a stable revenue and cashflow stream from the interest income is expected, the Directors consider that the terms of the Loan Agreement are fair and reasonable and the entering into of the Loan Agreement is 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”	Oi Wah Pawnshop Credit Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
“Customer”	the borrower of the Loan, being a company incorporated in Hong Kong and an Independent Third Party
“Customer C”	the “Customer C” as defined in the Company’s announcement dated 6 March 2015
“Director(s)”	the director(s) of the Company
“Drawdown Date”	the date on which the Loan is drawdown
“Existing Loans”	Loan A, Loan B, Loan C, Loan D, Loan E, Loan F and Loan G (as defined in the Company’s announcement dated 6 March 2015)
“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)”	party(ies) who is/are independent of the Company and its connected person(s) (as defined in the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	a mortgage loan in the amount of HK\$85,000,000.00 to be provided by Oi Wah PL to the Customer
“Loan Agreement”	the loan agreement dated 23 March 2015 entered into between Oi Wah PL and the Customer in respect of the Loan
“Loans”	the Loan and the Existing Loans

“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
“Oi Wah PL”	Oi Wah Property Credit Limited, a limited liability company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“Pawnbrokers Ordinance”	the Pawnbrokers Ordinance (Chapter 166 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 of
Oi Wah Pawnshop Credit Holdings Limited
Chan Kai Ho Edward
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 23 March 2015

As at the date of this announcement, the Board comprises Mr. Chan Kai Ho Edward (Chief Executive Officer and Chairman), Mr. Chan Chart Man, Ms. Chan Mei Fong and Ms. Chan Ying Yu as executive Directors; Mr. Chan Kai Kow Mackson as non-executive Director; and Mr. Chan Wing Lee, Dr. Leung Shiu Ki Albert and Dr. Yip Ngai as independent non-executive Directors.