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## **VICTORY GROUP LIMITED**

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 1139)**

### **DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE**

On 11 July 2016, the Lender entered into two New Loan Agreements with Two Customers, as borrower, pursuant to which the Lender agreed to grant to the Borrower the Loan Amount.

Prior to the entering into of the New Loan Agreement, the Lender had entered into eight Previous Loan Agreements with Two Customers.

As one of the relevant applicable percentage ratios set out in Rule 14.06 of the Listing Rules with respect to the grant of the Loan Amount exceed 5% but not more than 25%, the provision of financial assistance constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

#### **NEW LOAN AGREEMENT**

- Date : 11 July 2016
- Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company
- Borrower : Two Customers
- Loan Amount : Loan I: HK\$900,000  
Loan J: HK\$600,000
- Interest : 30% per annum
- Loan Period : Loan I: 1 months expiring on 14 August 2016  
Loan J: 4 months expiring on 24 November 2016
- Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date
- Purpose : For personal use

Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18.2 million conducted by an independent property valuer on 2 June 2016. The properties have an outstanding amount of approximately HK\$13.25 million under all monies' legal charge/mortgage

### **PROVISION OF THE PREVIOUS LOANS**

For the period from August 2015 to July 2016, the Lender granted eight loans to Two Customers. A summary of the Previous Loan Agreements are set out as follows:

#### **LOAN AGREEMENT A**

Date : 16 March 2016

Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company

Borrower : Two Customers

Loan Amount : HK\$2,900,000

Interest : 17% per annum

Loan Period : 6 months expiring on 16 September 2016

Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date

Purpose : For personal use

Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18 million conducted by an independent property valuer on 8 March 2016.

#### **LOAN AGREEMENT B**

Date : 16 March 2016

Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company

Borrower : Two Customers

Loan Amount : HK\$900,000

Interest : 30% per annum

Loan Period : 6 months expiring on 16 September 2016

Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date

Purpose : For personal use

Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18 million conducted by an independent property valuer on 8 March 2016.

The principal and interest under Loan Agreement B were fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement C on 7 April 2016.

### **LOAN AGREEMENT C**

Date : 7 April 2016

Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company

Borrower : Two Customers

Loan Amount : HK\$900,000

Interest : 30% per annum

Loan Period : 5 months expiring on 9 September 2016

Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date

Purpose : For personal use

Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18 million conducted by an independent property valuer on 8 March 2016.

The principal and interest under Loan Agreement C were fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement D on 27 April 2016.

### **LOAN AGREEMENT D**

Date : 27 April 2016

Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company

Borrower : Two Customers

Loan Amount : HK\$900,000

Interest : 30% per annum

Loan Period : 4 months expiring on 3 September 2016

Repayment : Borrower shall repay the interest on a monthly basis and repay the

principal amount on the due date

- Purpose : For personal use
- Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18 million conducted by an independent property valuer on 8 March 2016.

The principal and interest under Loan Agreement D were fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement E on 26 May 2016.

#### **LOAN AGREEMENT E**

- Date : 26 May 2016
- Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company
- Borrower : Two Customers
- Loan Amount : HK\$900,000
- Interest : 30% per annum
- Loan Period : 3 months expiring on 27 August 2016
- Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date
- Purpose : For personal use
- Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18 million conducted by an independent property valuer on 8 March 2016.

The principal and interest under Loan Agreement E were fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement G on 20 June 2016.

#### **LOAN AGREEMENT F**

- Date : 6 June 2016
- Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company
- Borrower : Two Customers
- Loan Amount : HK\$600,000
- Interest : 30% per annum
- Loan Period : 6 months expiring on 6 December 2016

Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date

Purpose : For personal use

Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18.2 million conducted by an independent property valuer on 2 June 2016.

The principal and interest under Loan Agreement F were fully settled by the loan proceeds upon drawdown of the loan under Loan Agreement H on 20 June 2016.

#### **LOAN AGREEMENT G**

Date : 20 June 2016

Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company

Borrower : Two Customers

Loan Amount : HK\$900,000

Interest : 30% per annum

Loan Period : 2 months expiring on 20 August 2016

Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date

Purpose : For personal use

Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18.2 million conducted by an independent property valuer on 2 June 2016.

The principal and interest under Loan Agreement G were fully settled by the loan proceeds upon drawdown of the loan under New Loan Agreement I on 11 July 2016.

#### **LOAN AGREEMENT H**

Date : 20 June 2016

Lender : Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary of the Company

Borrower : Two Customers

Loan Amount : HK\$600,000

Interest : 30% per annum

Loan Period : 5 months expiring on 30 November 2016

- Repayment : Borrower shall repay the interest on a monthly basis and repay the principal amount on the due date
- Purpose : For personal use
- Security : Two residential and one industrial properties located in Hong Kong with a valuation of approximately HK\$18.2 million conducted by an independent property valuer on 2 June 2016.

The principal and interest under Loan Agreement H were fully settled by the loan proceeds upon drawdown of the loan under New Loan Agreement J on 11 July 2016.

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

The New Loan and the Previous Loans are secured by two residential and one industrial properties provided by Two Customers with an aggregate loan-to-value ratio of approximately 72.8% based on the value of the secured properties for the New Loan and the Previous Loans as determined by an independent property valuer on 2 June 2016.

The advance in respect of the New Loan was made based on (i) the Group's credit assessments on the financial strength and repayment ability of Two Customers; and (ii) the secured properties provided by Two Customers, which are at prime sites in Hong Kong. After taking into account the factors as disclosed above in assessing the risks of the relevant advance, the Group considers that the risks involved in the advance to Two Customers are acceptable to the Group.

#### **Funding of the New Loan**

The Loan Amount granted to Two Customers was funded by internal resources of the Group.

### **INFORMATION OF THE BORROWER**

Two Customers are individuals. Two Customers are repeat customers of the Group and their outstanding loan amount due to the Lender, prior to the grant of the New Loan, was HK\$4,400,000. To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, Two Customers are Independent Third Parties and not connected with the Group.

The Loan Amount is secured and carry an interest rate of 30% per annum which was determined with reference to the factors including, among others, (i) the usual practice of the Group comparing to the Group's other clients; and (ii) the rules under section 24 of the Money Lending Ordinance (Cap. 163 of the laws of Hong Kong).

### **REASONS FOR AND BENEFITS OF ENTERING INTO THE NEW LOAN AGREEMENT**

The Group is principally engaged in money lending business, investment holding, and trading and distribution of motor vehicles in Hong Kong. The Directors are of the view that the entering into of the New Loan Agreement is in the Group's ordinary and usual course of business; and on normal commercial terms within the meaning of the Listing Rules. The Directors consider that the terms of the New Loan Agreement are fair and

reasonable and thus the entering into of the New Loan Agreement is in the interests of the Company and the Shareholders as a whole.

## **GENERAL**

As one of the relevant applicable percentage ratios set out in Rule 14.06 of the Listing Rules with respect to the grant of the Loan Amount exceed 5% but not more than 25%, the provision of financial assistance constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Borrower”	Two Customers
“Company”	Victory Group Limited, a company incorporated in Bermuda with limited liability and the issued shares of which are listed on Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, 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 enquiry, is/are third party(ies) independent of the Company and its connected person(s)
“Lender”	Victory Capital Holdings Limited, being an indirect wholly-owned subsidiary 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 the Lender and Two Customers on 16 March 2016, particulars of which are stated in the section headed “Loan Agreement A”
“Loan Agreement B”	the loan agreement entered into between the Lender and Two Customers on 16 March 2016 particulars of which are stated in the section headed “Loan Agreement B”

“Loan Agreement C”	the loan agreement entered into between the Lender and Two Customers on 7 April 2016, particulars of which are stated in the section headed “Loan Agreement C”
“Loan Agreement D”	the loan agreement entered into between the Lender and Two Customers on 27 April 2016, particulars of which are stated in the section headed “Loan Agreement D”
“Loan Agreement E”	the loan agreement entered into between the Lender and Two Customers on 26 May 2016, particulars of which are stated in the section headed “Loan Agreement E”
“Loan Agreement F”	the loan agreement entered into between the Lender and Two Customers on 6 June 2016, particulars of which are stated in the section headed “Loan Agreement F”
“Loan Agreement G”	the loan agreement entered into between the Lender and Two Customers on 20 June 2016, particulars of which are stated in the section headed “Loan Agreement G”
“Loan Agreement H”	the loan agreement entered into between the Lender and Two Customers on 20 June 2016, particulars of which are stated in the section headed “Loan Agreement H”
“Loan Amount”	the total loan amount of HK\$1,500,000 represented by Loan I: HK\$900,000 and Loan J: HK\$600,000 granted by the Lender to Two Customers pursuant to two New Loan Agreements
“New Loan”	secured loan in the total amount of HK\$1,500,000 provided by the Lender to Two Customers pursuant to two New Loan Agreements
“New Loan Agreement(s)”	two agreements dated 11 July 2016 entered into between the Lender and Two Customers
“Previous Loan(s)”	secured loans in the aggregate outstanding amount of HK\$4,400,000 granted by the Lender to Two Customers under Previous Loan Agreements
“Previous Loan Agreements”	Loan Agreement A, Loan Agreement B, Loan Agreement C, Loan Agreement D, Loan Agreement E, Loan Agreement F, Loan Agreement G and Loan Agreement H
“Shareholder(s)”	the holder(s) of the Shares



“Share(s)”	ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

By order of the Board  
**Victory Group Limited**  
**Chan Chun Choi**  
*Chairman and Managing Director*

Hong Kong, 11 July 2016

*As at the date of this announcement, the Board comprises Mr. Chan Chun Choi, Mr. Chan Kingsley Chiu Yin, Ms. Lo So Wa Lucy (formerly known as Lu Su Hua), and as executive directors; Mr. Ip Ka Keung, Dr. Lam King Hang and Mr. Cheung Man Fu as independent non-executive directors.*