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Easy One Financial Group Limited
易易壹金融集團有限公司

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

(Stock Code: 221)

**DISCLOSEABLE TRANSACTION REGARDING
PROVISION OF FINANCIAL ASSISTANCE AND
AMENDMENTS TO LOAN AGREEMENTS**

PROVISION OF FINANCIAL ASSISTANCE AND AMENDMENTS TO LOAN AGREEMENTS

Reference is made to the announcement of the Company dated 10 May 2018 in relation to the Loan Agreements.

On 26 September 2018, the Lender, an indirect wholly-owned subsidiary of the Company, entered into the New Loan Agreement E to grant the New Loan E of a principal amount of HK\$2,962,500 to Customer E for a term of 12 months with a monthly interest of HK\$26,188 for the first month and a monthly interest of HK\$24,688 for the remaining 11 months.

On 3 December 2018, the Lender entered into (i) the New Loan Agreement A to grant the New Loan A of a principal amount of HK\$1,890,000 to Customer A for a term of 12 months with a monthly interest of HK\$21,931 for the first month and a monthly interest of HK\$16,931 for the remaining 11 months; (ii) the New Loan Agreement B to grant the New Loan B of a principal amount of HK\$3,045,000 to Customer B for a term of 12 months with a monthly interest of HK\$32,278 for the first month and a monthly interest of HK\$27,278 for the remaining 11 months; and (iii) the New Loan Agreement C to grant the New Loan C of a principal amount of HK\$3,010,000 to Customer C for a term of 12 months with a monthly interest of HK\$31,965 for the first month and a monthly interest of HK\$26,965 for the remaining 11 months.

The Loan Agreement E, the Loan Agreement A, the Loan Agreement B and the Loan Agreement C have been superseded.

On 10 July 2019, the Lender entered into (i) the Amended Loan Agreement D to grant the New Loan D of a principal amount of HK\$1,240,000 to Customer D for a term of 12 months with a monthly interest of HK\$9,817; (ii) the Amended Loan Agreement F to grant the New Loan F of a principal amount of HK\$2,740,000 to Customer F for a term of 12 months with a monthly interest of HK\$21,692; and (iii) the Amended Loan Agreement G to grant the New Loan G of a principal amount of HK\$11,790,000 to Customer G for a term of 12 months with a monthly interest of HK\$93,338.

Save for the amendments in the Amended Loan Agreement D, the Amended Loan Agreement F and the Amended Loan Agreement G, the Loan Agreement D, the Loan Agreement F and the Loan Agreement G will remain unchanged, and in full force and effect.

Each of the Customers is wholly owned by the Owner. The aggregate principal amount of the New Loans as at the date of this announcement are HK\$26,677,500. Since the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of each of the Revised Loan Agreements (i) on a standalone basis are below 5% and (ii) on an aggregate basis exceeds 5% and is below 25%, the transactions contemplated under the Revised Loan Agreements on an aggregate basis are only subject to the reporting and announcement requirements under the Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE AND AMENDMENTS TO LOAN AGREEMENTS

Reference is made to the announcement of the Company dated 10 May 2018 in relation to the Loan Agreements. Unless otherwise defined herein, capitalized terms used in this announcement shall have the same meanings as those defined in the announcement of the Company dated 10 May 2018.

The following Revised Loan Agreements were entered into between Easy One Finance and the respective Customers.

	New Loan Agreement A	New Loan Agreement B	New Loan Agreement C	Amended Loan Agreement D	New Loan Agreement E	Amended Loan Agreement F	Amended Loan Agreement G
Date	3 December 2018	3 December 2018	3 December 2018	10 July 2019	26 September 2018	10 July 2019	10 July 2019
Lender	Easy One Finance, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, is principally engaged in the provision of finance under the Money Lenders Ordinance						
Borrower	Customer A	Customer B	Customer C	Customer D	Customer E	Customer F	Customer G
Loan amount	HK\$1,890,000	HK\$3,045,000	HK\$3,010,000	HK\$1,240,000	HK\$2,962,500	HK\$2,740,000	HK\$11,790,000
Interest rate	A monthly interest of HK\$21,931 for the first month and a monthly interest of HK\$16,931 for the remaining 11 months (an average percentage rate of approximately 11.015%)	A monthly interest of HK\$32,278 for the first month and a monthly interest of HK\$27,278 for the remaining 11 months (an average percentage rate of approximately 10.914%)	A monthly interest of HK\$31,965 for the first month and a monthly interest of HK\$26,965 for the remaining 11 months (an average percentage rate of approximately 10.916%)	A monthly interest of HK\$9,817 for 12 months. The average percentage rate is 9.5%	A monthly interest of HK\$26,188 for the first month and a monthly interest of HK\$24,688 for the remaining 11 months (an average percentage rate of approximately 10.051%)	A monthly interest of HK\$21,692 for 12 months. The average percentage rate is 9.5%	A monthly interest of HK\$93,338 for 12 months. The average percentage rate is 9.5%
Term	12 months						
Repayment	The first 11 months comprise interest only and the last instalment comprises both principal and interest						
Security	The New Loan A was secured by (i) one industrial property owned by Customer A with the then estimated value of approximately HK\$2,700,000 and (ii) a personal guarantee provided by the Owner (the "Security A")	The New Loan B was secured by (i) one industrial property owned by Customer B with the then estimated value of approximately HK\$4,350,000 and (ii) a personal guarantee provided by the Owner (the "Security B")	The New Loan C was secured by (i) one industrial property owned by Customer C with the then estimated value of approximately HK\$4,300,000 and (ii) a personal guarantee provided by the Owner (the "Security C")	The New Loan D was secured by (i) one industrial property owned by Customer D with the then estimated value of approximately HK\$1,700,000 and (ii) a personal guarantee provided by the Owner (the "Security D")	The New Loan E was secured by (i) one industrial property owned by Customer E with the then estimated value of approximately HK\$3,950,000 and (ii) a personal guarantee provided by the Owner (the "Security E")	The New Loan F was secured by (i) one industrial property owned by Customer F with the then estimated value of approximately HK\$4,300,000 and (ii) a personal guarantee provided by the Owner (the "Security F")	The New Loan G was secured by (i) one industrial property owned by Customer G with the then estimated value of approximately HK\$16,450,000 and (ii) a personal guarantee provided by the Owner (the "Security G")

As a result of the entering into of the New Loan Agreement E, the New Loan Agreement A, the New Loan Agreement B and the New Loan Agreement C, the Loan Agreement E, the Loan Agreement A, the Loan Agreement B and the Loan Agreement C have been superseded.

Save for the amendments in the Amended Loan Agreement D, the Amended Loan Agreement F and the Amended Loan Agreement G, the Loan Agreement D, the Loan Agreement F and the Loan Agreement G will remain unchanged, and in full force and effect.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of the Customers and the Owner (being the ultimate beneficial owner of the respective Customers) is an Independent Third Party. Save as disclosed in this announcement, there is no prior transaction entered into between the Group and the Customers and/or the Owner which is required to be aggregated with the Revised Loan Agreements pursuant to the Listing Rules.

INFORMATION ON THE CREDIT RISK RELATING TO THE NEW LOANS

The grant of the New Loans was made on the basis of the Company's credit assessments made on the financial strength and repayment ability of each of the Customers, and the relevant Security and the personal guarantee provided. 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 each of the Customers are relatively low.

FUNDING OF THE NEW LOANS

The New Loans were financed by the Group's internal resources.

REASONS FOR AND BENEFITS OF ENTERING INTO THE REVISED LOAN AGREEMENTS

The Group is principally engaged in the businesses of provision of finance and securities brokerage services in Hong Kong and property development in the PRC.

Taking into account the principal business activities of the Group, the grant of the New Loans to the Customers are in the ordinary and usual course of business of the Group. The terms of the Revised Loan Agreements were negotiated on an arm's length basis between the Lender and each of the Customers. The Directors are of the view that the terms of the Revised Loan Agreements are entered into on normal commercial terms based on the Company's credit policy. Taking into account of the satisfactory financial background of each of the Customers and the Owner, the relevant Security and the personal guarantee provided and that a stable

revenue and cashflow stream from the interest income is expected, the Directors consider that the terms of the Revised Loan Agreements are fair and reasonable and the entering into of the Revised Loan Agreements is in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

Each of the Customers is wholly owned by the Owner. The aggregate principal amount of the New Loans as at the date of this announcement are HK\$26,677,500. Since the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of each of the Revised Loan Agreements (i) on a standalone basis are below 5% and (ii) on an aggregate basis exceeds 5% and is below 25%, the transactions contemplated under the Revised Loan Agreements on an aggregate basis are only subject to the reporting and announcement requirements under the Listing Rules.

DEFINITIONS

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

“Amended Loan Agreement D” a letter agreement dated 10 July 2019 entered into between Easy One Finance and Customer D pursuant to which the parties agreed to amend the Loan Agreement D and Easy One Finance agreed to grant the New Loan D to Customer D on the amended terms

“Amended Loan Agreement F” a letter agreement dated 10 July 2019 entered into between Easy One Finance and Customer F pursuant to which the parties agreed to amend the Loan Agreement F and Easy One Finance agreed to grant the New Loan F to Customer F on the amended terms

“Amended Loan Agreement G” a letter agreement dated 10 July 2019 entered into between Easy One Finance and Customer G pursuant to which the parties agreed to amend the Loan Agreement G and Easy One Finance agreed to grant the New Loan G to Customer G on the amended terms

“Board” the board of the Directors

“Company”	Easy One Financial Group Limited 易易壹金融集團有限公司, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the Shares of which are listed and traded on the Main Board of the Stock Exchange (Stock Code: 221)
“connected person(s)”	has the meaning as ascribed thereto under the Listing Rules
“Customer A”	a borrower of the New Loan A, being a company incorporated in Hong Kong principally engaged in property holding and an Independent Third Party
“Customer B”	a borrower of the New Loan B, being a company incorporated in Hong Kong principally engaged in property holding and an Independent Third Party
“Customer C”	a borrower of the New Loan C, being a company incorporated in Hong Kong principally engaged in properties holding and an Independent Third Party
“Customer D”	a borrower of the New Loan D, being a company incorporated in Hong Kong principally engaged in investment holding and an Independent Third Party
“Customer E”	a borrower of the New Loan E, being a company incorporated in Hong Kong principally engaged in property holding and an Independent Third Party
“Customer F”	a borrower of the New Loan F, being a company incorporated in Hong Kong principally engaged in property holding and an Independent Third Party
“Customer G”	a borrower of the New Loan G, being a company incorporated in Hong Kong principally engaged in property holding and an Independent Third Party
“Customers”	Customer A, Customer B, Customer C, Customer D, Customer E, Customer F and Customer G and “Customer” refers to anyone of them

“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), 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 under the Listing Rules)
“Lender” or “Easy One Finance”	Easy One Finance Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Loan A”	the non-revolving secured loan in the principal amount of HK\$1,890,000 granted by the Lender to Customer A under the New Loan Agreement A
“New Loan Agreement A”	the loan agreement dated 3 December 2018 entered into between Easy One Finance and Customer A pursuant to which Easy One Finance agreed to grant the New Loan A to Customer A
“New Loan Agreement B”	the loan agreement dated 3 December 2018 entered into between Easy One Finance and Customer B pursuant to which Easy One Finance agreed to grant the New Loan B to Customer B
“New Loan Agreement C”	the loan agreement dated 3 December 2018 entered into between Easy One Finance and Customer C pursuant to which Easy One Finance agreed to grant the New Loan C to Customer C

“New Loan Agreement E”	the loan agreement dated 26 September 2018 entered into between Easy One Finance and Customer E pursuant to which Easy One Finance agreed to grant the New Loan E to Customer E
“New Loan B”	the non-revolving secured loan in the principal amount of HK\$3,045,000 granted by the Lender to Customer B under the New Loan Agreement B
“New Loan C”	the non-revolving secured loan in the principal amount of HK\$3,010,000 granted by the Lender to Customer C under the New Loan Agreement C
“New Loan D”	the non-revolving secured loan in the principal amount of HK\$1,240,000 granted by the Lender to Customer D under the Amended Loan Agreement D
“New Loan E”	the non-revolving secured loan in the principal amount of HK\$2,962,500 granted by the Lender to Customer E pursuant to the New Loan Agreement E
“New Loan F”	the non-revolving secured loan in the principal amount of HK\$2,740,000 granted by the Lender to Customer F under the Amended Loan Agreement F
“New Loan G”	the non-revolving secured loan in the principal amount of HK\$11,790,000 granted by the Lender to Customer G under the Amended Loan Agreement G
“New Loans”	the New Loan A, the New Loan B, the New Loan C, the New Loan D, the New Loan E, the New Loan F and the New Loan G
“Owner”	being the sole director and the sole shareholder of each of the Customers and an Independent Third Party
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan

“Revised Loan Agreements”	the New Loan Agreement A, the New Loan Agreement B, the New Loan Agreement C, the Amended Loan Agreement D, the New Loan Agreement E, the Amended Loan Agreement F, and the Amended Loan Agreement G
“Security”	any of the Security A, the Security B, the Security C, the Security D, the Security E, the Security F and the Security G
“Share(s)”	the ordinary share(s) of HK\$0.01 (each) in the issued share capital of the Company
“Shareholder(s)”	the holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning as ascribed thereto under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“%”	per cent.

By Order of the Board
EASY ONE FINANCIAL GROUP LIMITED
 易易壹金融集團有限公司
Chan Chun Hong, Thomas
Chairman and Managing Director

Hong Kong, 10 July 2019

As at the date of this announcement, the executive Directors are Mr. Chan Chun Hong, Thomas, Mr. Cheung Wai Kai and Ms. Stephanie and the independent non-executive Directors are Mr. Sin Ka Man, Mr. Cheung Sau Wah, Joseph and Mr. Wong Hung Tak.