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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**

#### **PROVISION OF FINANCIAL ASSISTANCE**

On 2 May 2023, Facility Agreement A was entered into between Oi Wah CL as lender and Customer A as borrower, whereby Oi Wah CL agreed to grant a loan in the principal amount of HK22,000,000 to Customer A. On 6 May 2025, Oi Wah CL entered into the Supplemental Agreement with Customer A to extend the repayment date of Loan A subject to the terms and conditions set out therein.

On 16 July 2024, Oi Wah PL entered into Facility Agreement B for the grant of Loan B to Customer B.

#### **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of Loan A (as extended by the Supplemental Agreement) exceeds 5% but is less than 25%, the Extension constitutes a discloseable transaction of the Company and is subject to notification and announcements requirements under Chapter 14 of the Listing Rules.

As none of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the provision of Loan B on a standalone basis exceeded 5%, the provision of Loan B on a standalone basis did not constitute a notifiable transaction under Chapter 14 of the Listing Rules.

As the Customers are associated with each other and the Supplemental Agreement was entered into on a date within a 12-month period of the date of Facility Agreement B, the transactions contemplated under Facility Agreement B and the Supplemental Agreement are required to be aggregated pursuant to Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregate amount of the Loan A (as extended by the Supplemental Agreement) and Loan B exceeds 5% but is less than 25%, the grant of Loan A (as extended by the Supplemental Agreement) and Loan B constitutes a discloseable transaction of the Company and is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

## **PROVISION OF LOAN A AND THE EXTENSION**

On 2 May 2023, Facility Agreement A was entered into between Oi Wah CL as lender and Customer A as borrower, whereby Oi Wah CL agreed to grant a loan in the principal amount of HK22,000,000 to Customer A.

At the request of Customer A, Oi Wah CL agreed to extend the repayment date of Loan A subject to the terms and conditions set out in the Supplemental Agreement.

The principal terms of Facility Agreement A as amended and supplemented by the Supplemental Agreement are set out as follows:

### **TERMS OF LOAN A**

|                                     |  |
|-------------------------------------|--|
| Date of Facility Agreement A:       | 2 May 2023   |
| Date of the Supplemental Agreement: | 6 May 2025   |
| Lender:                             | Oi Wah CL  |
| Borrower:                           | Customer A   |
| Principal:                          | HK\$22,000,000.00 (fully drawn down as at the date of this announcement)   |
| Interest rate:                      | 9% per annum + 1 month HIBOR or 12% per annum, whichever is higher   |
| Maturity date:                      | 6 August 2025 (with an option to further extend for another 3 months)  |
| Purpose:                            | Loan A shall be applied by Customer A towards the funding of the loan under the documents of Underlying Loan A and related costs |

Repayment: Customer A shall repay all outstanding principal, all accrued and unpaid interest and all other amounts due and payable in respect of Loan A in full on the maturity date

### **Security for Loan A**

The security for Loan A includes a first ranking fixed charge over all of the right, title and interest in the issued shares in Customer A which are owned by PACM Group (Holdings) Limited from time to time in favour of Oi Wah CL.

### **PROVISION OF LOAN B**

Prior to entering into of the Supplemental Agreement, Oi Wah PL entered into Facility Agreement B for the granting of Loan B with Customer B.

The principal terms of Facility Agreement B are set out as follows:

### **FACILITY AGREEMENT B**

Date of the agreement: 16 July 2024 (as amended and supplemented by a supplemental letter dated 21 August 2024)

Lender: Oi Wah CL

Borrower: Customer B

Principal: HK\$10,000,000.00 (fully drawn down as at the date of this announcement)

Interest rate: 20.00% per annum

Maturity date: 16 September 2024, or such other date as the parties may agree from time to time

Purpose: Loan B shall be applied by Customer B towards the funding of the loan under the documents of Underlying Loan B

Repayment: Customer B shall repay all outstanding principal, all accrued and unpaid interest and all other amounts due and payable in respect of Loan B in full on the maturity date

## **FUNDING OF LOAN A AND LOAN B**

The Group financed Loan A and Loan B with the Company's general working capital.

## **INFORMATION OF THE CUSTOMERS AND ITS ULTIMATE BENEFICIAL OWNER**

Customer A is a company incorporated in the British Virgin Islands with limited liability which is principally engaged in the business of investment holding. Customer A is wholly-owned by PACM Group (Holdings) Limited which is ultimately owned as to 75% by Francis Chi Yin Ng and 25% by an individual who is an Independent Third Party.

Customer B is a company incorporated in the British Virgin Islands with limited liability which is principally engaged in the business of investment holding. Customer B is wholly-owned by PACM Group (Holdings) Limited which is ultimately owned as to 75% by Francis Chi Yin Ng and 25% by an individual who is an Independent Third Party.

To the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, each of the Customers and its ultimate beneficial owner is an Independent Third Party and not connected with the Group.

## **INFORMATION OF 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 CL, as the lender of Loan A, is an indirect wholly-owned subsidiary of the Company. Oi Wah PL, as the lender of Loan B, is an indirect wholly-owned subsidiary of the Company.

## **REASONS AND BENEFITS FOR THE ENTERING INTO OF FACILITY AGREEMENT A, FACILITY AGREEMENT B AND THE SUPPLEMENTAL AGREEMENT**

Having taken into account the principal business activities of the Group, the grant of Loan A and Loan B to the Customers is in the ordinary and usual course of business of the Group.

The terms of Facility Agreement A and Facility Agreement B were negotiated on an arm's length basis between Oi Wah CL, Oi Wah PL and the Customers. The terms of the Supplemental Agreement were negotiated on an arm's length basis between Oi Wah CL and Customer A, taking into account the repayment track record of Customer A. The Directors consider that the grant of Loan A and Loan B is financial assistance provided by the Company within the meaning of the Listing Rules. The Directors are of the view that the terms of Facility Agreement A, the Supplemental Agreement and Facility Agreement B were entered into on normal commercial terms based on the Company's credit policy. After having taken into account the satisfactory financial background of the Customers and that a stable revenue and cashflow stream from the interest income

had been generated/was expected, the Directors considered that the terms of Facility Agreement A (as amended and supplemented by the Supplemental Agreement) and Facility Agreement B are fair and reasonable and the entering into of Facility Agreement A (as amended and supplemented by the Supplemental Agreement), Facility Agreement B and the Extension is in the interests of the Company and its Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of Loan A (as extended by the Supplemental Agreement) exceeds 5% but is less than 25%, the Extension constitutes a discloseable transaction of the Company and is subject to notification and announcements requirements under Chapter 14 of the Listing Rules.

As none of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the provision of Loan B on a standalone basis exceeded 5%, the provision of Loan B on a standalone basis did not constitute a notifiable transaction under Chapter 14 of the Listing Rules.

As the Customers are associated with each other and the Supplemental Agreement was entered into on a date within a 12-month period of the date of Facility Agreement B, the transactions contemplated under the Supplemental Agreement and Facility Agreement B are required to be aggregated pursuant to Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregate amount of Loan A (as extended by the Supplemental Agreement) and Loan B exceeds 5% but is less than 25%, the grant of Loan A (as extended by the Supplemental Agreement) and Loan B constitutes a discloseable transaction of the Company and is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

|              |   |
|--------------|---|
| “Board”      | the board of Directors  |
| “Company”    | Oi Wah Pawnshop Credit Holdings Limited (靚華押業信貸控股有限公司), a company incorporated under the laws of the Cayman Islands with limited liability, and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1319) |
| “Customer A” | Elite Harvest Investment Limited, a BVI business company incorporated under the laws of the British Virgin Islands with limited liability   |

|                                |  |
|--------------------------------|--|
| “Customer B”                   | Heading Profit Limited, a BVI business company incorporated under the laws of the British Virgin Islands with limited liability  |
| “Customers”                    | Customer A and Customer B  |
| “Extension”                    | the extension of the maturity date of Loan A   |
| “Facility Agreement A”         | the facility agreement dated 2 May 2023 entered into between Oi Wah CL and Customer A in respect of Loan A   |
| “Facility Agreement B”         | the facility agreement dated 16 July 2024 entered into between Oi Wah PL and Customer B in respect of Loan B (as amended and supplemented by a supplemental letter dated 21 August 2024) |
| “Directors”                    | the director(s) of the Company   |
| “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)” | a third party(ies) independent of the Company and its connected persons  |
| “Listing Rules”                | the Rules Governing the Listing of Securities on the Stock Exchange  |
| “Loan A”                       | a loan in the amount of HK\$22,000,000.00 provided by Oi Wah CL to Customer A pursuant to Facility Agreement A (as amended and supplemented by the Supplemental Agreement)               |
| “Loan B”                       | a loan in the amount of HK\$10,000,000.00 provided by Oi Wah PL to Customer B pursuant to Facility Agreement B   |
| “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 CL”                    | Oi Wah Credit Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company   |

|                          |   |
|--------------------------|---|
| “Oi Wah PL”              | Oi Wah Property Credit Limited, a company incorporated in Hong Kong with limited liability 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                 |
| “percentage ratio(s)”    | has the meaning ascribed to it in the Listing Rules   |
| “Share(s)”               | ordinary share(s) of the Company  |
| “Shareholders”           | holder(s) of the Share(s)   |
| “Stock Exchange”         | The Stock Exchange of Hong Kong Limited   |
| “Supplemental Agreement” | the supplemental loan agreement dated 6 May 2025 entered into between Oi Wah CL and Customer A in respect of the Extension                        |
| “Underlying Loan A”      | a loan which had been offered by Customer A to an Independent Third Party   |
| “Underlying Loan B”      | a loan which had been offered by Customer B to an Independent Third Party   |
| “%”                      | per cent  |

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, 7 May 2025

*As at the date of this announcement, the Board comprises Mr. Chan Kai Ho Edward (Chief Executive Officer and Chairman), Ms. Chan Mei Fong and Ms. Chan Ying Yu as executive Directors; Mr. Chan Kai Kow Mackxion and Mr. Ng Siu Hong as non-executive Directors; and Mr. Lam On Tai, Dr. Leung Shiu Ki Albert and Dr. Yip Ngai as independent non-executive Directors.*