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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

The Board is pleased to announce that on 19 June 2025, the Loan Agreement was entered into between Oi Wah PL as lender and the Customer as borrower, pursuant to which Oi Wah PL has agreed to advance the Loan to the Customer in the amount of HK\$10,000,000.00.

Prior to the entering into of the Loan Agreement, the Group has entered into the Existing Loan Agreement for the grant of the Existing Loan on to the Customer.

LISTING RULES IMPLICATIONS

As none of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Loan exceeds 5%, the grant of the Loan on a standalone basis does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

As the Loan Agreement and the Existing Loan Agreement were entered into within a 12-month period, the transactions contemplated under the Loan Agreement and the Existing Loan 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 Loans exceeds 5% but all are less than 25%, the grant of the Loans in aggregate constitutes a discloseable transaction of the Company and is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

PROVISION OF THE LOAN

The Board is pleased to announce that on 19 June 2025, the Loan Agreement was entered into between Oi Wah PL as lender and the Customer as borrower, pursuant to which Oi Wah PL has agreed to advance the Loan to the Customer in the aggregate amount of HK\$10,000,000.00.

The principal terms of the Loan Agreement are set out as follows:

LOAN AGREEMENT

Date:	19 June 2025
Lender:	Oi Wah PL
Borrower:	the Customer
Mortgagor:	the Customer
Guarantor:	Individual A
Loan amount:	HK\$10,000,000.00
Interest rate:	13.0% per annum
Term:	12 months from drawdown date
Security:	a first legal charge/mortgage and a second legal charge/mortgage with rental assignment in respect of a parcel of land in Yuen Long with valuation conducted by an independent property valuer on 6 May 2025 with an amount of approximately HK\$50,000,000.00 as at 6 May 2025
Repayment:	the Customer shall repay the interests on a monthly basis and shall repay the principal amount of HK\$200,000.00 at each of the first to the tenth installments, respectively, with the principal amount to be repaid at loan maturity

Other terms of the Loan Agreement

The mortgaged property under the Loan Agreement is insured against fire risks with an insurance company approved by Oi Wah PL.

PROVISION OF THE EXISTING LOAN

Prior to entering into of the Loan Agreement, the Group has entered into the Existing Loan Agreement for the granting of the Existing Loan to the Customer. The principal terms of the Existing Loan Agreement are set out as follows:

EXISTING LOAN AGREEMENT

Date:	23 December 2024
Lender:	Oi Wah PL
Borrower:	the Customer
Mortgagor:	the Customer
Guarantor:	Individual A
Loan amount:	HK\$10,000,000.00
Interest rate:	13.0% per annum
Term:	12 months commencing from the drawdown date
Security:	a first legal charge/mortgage and a second legal charge/mortgage with rental assignment in respect of a parcel of land located in Yuen Long with valuation conducted by an independent property valuer on 16 December 2024 with an amount of approximately HK\$50,000,000.00 as at 16 December 2024
Repayment:	the Customer shall repay the interests on a monthly basis with the principal amount to be repaid at loan maturity

Other terms of the Existing Loan Agreement

The mortgaged property under the Existing Loan Agreement is insured against fire risks with an insurance company approved by Oi Wah PL.

INFORMATION ON THE CREDIT RISK RELATING TO THE LOANS

The making of the Loans is collateralised.

The collateral provided by the Customer for the Loans is sufficient as the loan-to-value ratio of the mortgaged property for the Loans is approximately 40% based on the value of the mortgaged property for the Loans as determined by an independent valuer.

The advances in respect of the Loans were also made on the basis of the Company's credit assessments made on (i) the collateral provided by the Customer, which is at prime sites in Hong Kong, (ii) the fact that the Customer was our existing customer with no default record; and (iii) the financial strength and repayment ability of the Customer. After having taken into account the factors as disclosed above in assessing the risks of the relevant advances, the Company considers that the risks involved in the advances to the Customers are relatively low.

FUNDING OF THE LOANS

The Group has and will finance the Loans with the Company's general working capital.

INFORMATION ON THE CUSTOMER, THE MORTGAGOR, THE GUARANTOR AND THE ULTIMATE BENEFICIAL OWNERS

The Customer, who is also the Mortgagor, is a company incorporated in Hong Kong with limited liability and is principally engaged in investment. The Customer is owned as to 50% by each of Individual A and Individual B.

Individual A is the Guarantor, the spouse of Individual B, and a merchant who principally engages in the business of trading. Individual A is also one of the ultimate beneficial owners of the Customer.

Individual B is the spouse of Individual A, and a merchant who principally engages in the business of trading. Individual B is also one of the ultimate beneficial owners of the Customer.

The Customer is our existing customer with no default record. Individual A and Individual B are not public figures.

To the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, each of the Customer, the Mortgagor, the Guarantor and their ultimate beneficial owners 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 and the Existing Loan, are indirect wholly-owned subsidiaries of the Company.

REASONS FOR THE ENTERING INTO OF THE LOAN AGREEMENT AND EXISTING LOAN AGREEMENT

Having taken into account the principal business activities of the Group, the advance of the Loans to the Customer is in the ordinary and usual course of business of the Group.

The terms of the Loan Agreement and Existing Loan Agreement were negotiated on an arm's length basis between the Group and the Customer. The Directors consider that the advance of the

Loans is 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 and Existing Loan Agreement were entered into on normal commercial terms based on the Group's credit policy. After having taken 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 and Existing Loan Agreement are fair and reasonable and the entering into of the Loan Agreement and Existing Loan Agreement is in the interests of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As none of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Loan exceeds 5%, the grant of the Loan on a standalone basis does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

As the Loan Agreement and the Existing Loan Agreement were entered into within a 12-month period, the transactions contemplated under the Loan Agreement and the Existing Loan 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 Loans exceeds 5% but all are less than 25%, the grant of the Loans in aggregate constitutes a discloseable transaction of the Company and is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

Pursuant to Rule 14.58(2) of the Listing Rules, the identities of the Customer, the Mortgagor, the Guarantor and their ultimate beneficial owners are required to be disclosed. Since (i) the advance of the Loans is not regarded as a material transaction of the Company as compared to the Company's overall financial position; (ii) the Company has practical difficulties in complying with the aforesaid disclosure requirement as the Customer, the Mortgagor, the Guarantor and their ultimate beneficial owners have confirmed to the Group that they will not consent to the disclosure of their identities in this announcement; (iii) the disclosure of the identities of the Customer, the Mortgagor, the Guarantor and their ultimate beneficial owners does not reflect their financial standing or repayment abilities and thus will serve little purpose in assisting the Shareholders to evaluate their creditworthiness and the risks and exposure of the Loans; and (iv) the Company has made alternative disclosures in respect of the Loans in this announcement, including but not limited to the details of the mortgaged property and the loan-to-value ratio of the collateral in respect of the Loans, which would be much more meaningful for the Shareholders in assessing the risk and exposure of the Loans as well as the repayment abilities of the Customer, the Company has applied to the Stock Exchange, and the Stock Exchange has granted, a waiver from strict compliance with Rule 14.58(2) 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 company incorporated in Hong Kong with limited liability and an Independent Third Party
“Directors”	the director(s) of the Company
“Existing Loan”	a mortgage loan in the amount of HK\$10,000,000.00 granted to the Customer
“Existing Loan Agreement”	the loan agreement dated 23 December 2024 entered into between Oi Wah PL and the Customer for granting of the Existing Loan
“Group”	the Company and its subsidiaries
“Guarantor”	Individual A
“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
“Individual A”	one of the beneficial owners of the Customer and an Independent Third Party
“Individual B”	one of the beneficial owners of the Customer and an Independent Third Party
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	a mortgage loan in the amount of HK\$10,000,000.00 granted to the Customer

“Loan Agreement”	the loan agreement dated 19 June 2024 entered into between Oi Wah PL and the Customer in respect of the Loan
“Loans”	the Loan and the Existing Loan
“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
“Mortgagor”	the Customer
“Oi Wah PL”	Oi Wah Property Credit Limited (靚華物業信貸有限公司), 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
“%”	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, 19 June 2025

As at the date of this announcement, the Board comprises Mr. Chan Kai Ho Edward (Chairman and Chief Executive Officer), Ms. Chan Mei Fong and Ms. Chan Ying Yu as executive Directors; Mr. Chan Kai Kow Mackston 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.