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新煮意控股有限公司
FOOD IDEA HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8179)

**DISCLOSEABLE TRANSACTION –
PROVISION OF FINANCIAL ASSISTANCE TO
INDEPENDENT THIRD PARTY**

PROVISION OF FINANCIAL ASSISTANCE

The Board announces that, on 16 October 2015, the Lender entered into the Loan Facility Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower, an Independent Third Party, a loan facility of HK\$60,000,000, bearing interest at a rate of 3.0% per annum for a period of 36 months from the date of the Loan Facility Agreement. The Loan Facility is secured by the Property.

PREVIOUS LOANS TO THE BORROWER

On 4 September 2015, the Lender entered into the Previous Loan Agreement A with the Borrower, pursuant to which the Lender agreed to grant to the Borrower the Previous Loan A of HK\$2,300,000, bearing interest at a rate of 3.0% per annum for a period of two months from the date of the Previous Loan Agreement A. Pursuant to the Previous Loan Agreement A, the Borrower shall execute a legal mortgage in respect of the Property on or before 3 November 2015 as security for the repayment of the Previous Loan A.

On 14 September 2015, the Lender entered into the Previous Loan Agreement B (as amended and modified by the Renewed Previous Loan Agreement B) with the Borrower, pursuant to which the Lender agreed to grant to the Borrower, the Previous Loan B of HK\$4,162,500, bearing interest at a rate of 3.0% per annum for a period of one month from the date of the Renewed Previous Loan Agreement B. Pursuant to the Previous Loan Agreement B (as amended and modified by the Renewed Previous Loan Agreement B), the Borrower shall execute a legal mortgage in respect of the Property on or before 12 November 2015 as security for the repayment of the Previous Loan B.

GEM LISTING RULES IMPLICATION

Each of the Previous Loan A and the Previous Loan B itself and when aggregated is fully exempt from notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules as each of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the advances of the Previous Loan A, the Previous Loan B and when aggregate both of them, are less than 5%.

Some of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the making of the Loan Facility exceed 5% but all the percentage ratios are less than 25%. Hence, the advance of the Loan Facility constitutes a discloseable transaction of the Company pursuant to Chapter 19 of the GEM Listing Rules and is subject to notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules. When the total amount under the Loan Facility is aggregated with the Previous Loan A and the Previous Loan B, some of the applicable percentage ratios in respect of the making of the Loan Facility exceeds 5% but all the percentage ratios are less than 25%, the aggregation of the Loan Facility, the Previous Loan A and the Previous Loan B also constitute a discloseable transaction.

INTRODUCTION

On 4 September 2015, the Lender entered into the Previous Loan Agreement A with the Borrower, pursuant to which the Lender agreed to grant to the Borrower the Previous Loan A of HK\$2,300,000, bearing interest at a rate of 3.0% per annum for a period of two months from the date of the Previous Loan Agreement A. Pursuant to the Previous Loan Agreement A, the Borrower shall execute a legal mortgage in respect of the Property on or before 3 November 2015 as security for the repayment of the Previous Loan A.

On 14 September 2015, the Lender entered into the Previous Loan Agreement B (as amended and modified by the Renewed Previous Loan Agreement B) with the Borrower, pursuant to which the Lender agreed to grant to the Borrower, the Previous Loan B of HK\$4,162,500, bearing interest at a rate of 3.0% per annum for a period of one month from the date of the Renewed Previous Loan Agreement B. Pursuant to the Previous Loan Agreement B (as amended and modified by the Renewed Previous Loan Agreement B), the Borrower shall execute a legal mortgage in respect of the Property on or before 12 November 2015 as security for the repayment of the Previous Loan B.

PROVISION OF FINANCIAL ASSISTANCE

The Board announces that, on 16 October 2015, the Lender entered into the Loan Facility Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower, an Independent Third Party, a loan facility of HK\$60,000,000, bearing interest at a rate of 3.0% per annum for a period of 36 months from the date of the Loan Facility Agreement. The Loan Facility is secured by the Property.

The principal terms of the Loan Facility Agreement are summarised as follows:

THE LOAN FACILITY AGREEMENT

Date:	16 October 2015
Lender:	Happy Credit Limited, a wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance
Borrower:	An individual, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, is an Independent Third Party
Security:	A first legal mortgage in respect of the Property
Facility principal amount:	HK\$60,000,000
Term:	36 months from the date of the Loan Facility Agreement (the " Term ")
Interest:	3.0% per annum, interest shall be computed on daily basis, payable on the last business day of each calendar month (excluding Saturday)
Repayment:	Upon expiration of the Term, the Borrower must fully repay to the Lender the outstanding Loan Facility amount together with all interests accrued as herein provided unless and until a request of early demand for repayment has been made by the Lender

The Loan Facility is funded by internal resources of the Group. The terms of the Loan Facility Agreement (including the interest rate) were arrived at by the parties to the Loan Facility Agreement after arm's length negotiations, with reference to the commercial practice and the amount of the Loan Facility.

INFORMATION ON THE GROUP AND THE LENDER

The Group is principally engaged in (i) the operation of restaurants in Hong Kong and the People's Republic of China; (ii) production, sales and distribution of food products to supermarket chains in Hong Kong; (iii) investment in securities; and (iv) money lending business.

The Lender is a wholly-owned subsidiary of the Company and is licensed to conduct money lending business in Hong Kong through the provision of unsecured and secured loans to customers under the Money Lenders Ordinance. The Lender obtained its money lender business licence in September 2012 and has commenced its money lending business since June 2015.

REASONS FOR AND BENEFITS OF THE PROVISION OF THE FINANCIAL ASSISTANCE

The terms of the Loan Facility Agreement were negotiated on an arm's length basis between the Lender and the Borrower. The Directors consider that the granting of the Loan Facility is a financial assistance provided by the Company within the meaning of the GEM Listing Rules.

The director of the Lender has profound experience in money lending business and he has extensive business network. The Borrower was referred to the Group by a business associate of the director. The Borrower is in need of the Loan Facility to finance the purchase of the Property and he is willing to use the Property as collateral to secure the Loan Facility. The interest rate of 3.0% per annum is determined after the arm's length negotiations between the Lender and the Borrower.

The Directors are of the view that the terms of the Loan Facility Agreement were entered into on normal commercial terms based on the Group's credit policy and the grant of the Loan Facility is in the ordinary and usual course of the Group's money lending business. The Lender had made background and bankruptcy search on the Borrower in accordance with the Group's credit policy. The Directors, having taken into account (i) the Market Value of the Property; (ii) the financial background of the Borrower; (iii) no bankruptcy petition against the Borrower, and (iv) no credit default history in respect of the Borrower was found, consider the credit risk relating to the entering into of the Loan Facility Agreement is relatively low. Based on the foregoing and a stable revenue and cash flow stream from the interest income being expected, the Directors consider that the terms of the Loan Facility Agreement are fair and reasonable and the entering into of the Loan Facility Agreement is in the interests of the Company and its shareholders as a whole.

GEM LISTING RULES IMPLICATION

Each of the Previous Loan A and the Previous Loan B itself and when aggregated is fully exempt from notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules as each of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the advance of the Previous Loan A, the Previous Loan B and when aggregate both of them are less than 5%.

Some of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the making of the Loan Facility exceed 5% but all the percentage ratios are less than 25%. Hence, the advance of the Loan Facility constitutes a discloseable transaction of the Company pursuant to Chapter 19 of the GEM Listing Rules and is subject to notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules. When the total amount under the Loan Facility is aggregated with the Previous Loan A and the Previous Loan B, some of the applicable percentage ratios in respect of the making of the Loan Facility exceeds 5% but all the percentage ratios are less than 25%, the aggregation of the Loan Facility, the Previous Loan A and the Previous Loan B also constitute a discloseable transaction.

DEFINITIONS

Unless the context requires otherwise, capitalised terms in this announcement shall have the following meanings:

“Board”	the board of Directors
“Borrower”	an individual, who is a senior management of a China private enterprise which is principally engaged in steel recycling, trading and logistics, entered into the Loan Facility Agreement with the Lender, also the borrower under the Previous Loan Agreement A, the Previous Loan Agreement B and the Renewed Previous Loan Agreement B
“Company”	Food Idea Holdings Limited, a company incorporated in the Cayman Islands, the issued shares of which are listed on GEM (Stock code: 8179)
“Directors”	directors of the Company
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are not connected persons of the Company and are third parties independent of the Company and its connected persons in accordance with the GEM Listing Rules
“Lender”	Happy Credit Limited, a wholly-owned subsidiary of the Company, being the lender under the Loan Facility Agreement, the Previous Loan Agreement A, the Previous Loan Agreement B and the Renewed Previous Loan Agreement B
“Loan Facility”	a loan facility of HK\$60,000,000 granted by the Lender to the Borrower pursuant to the Loan Facility Agreement
“Loan Facility Agreement”	the loan facility agreement dated 16 October 2015 entered into between the Lender and the Borrower in respect of the Loan Facility
“Market Value”	the valuation of the Property conducted by an independent property valuer with an amount approximate to the aggregation of the Loan Facility, the Previous Loan A and the Previous Loan 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
“Previous Loan Agreement A”	the loan agreement dated 4 September 2015 entered into between the Lender and the Borrower in respect of the Previous Loan A
“Previous Loan Agreement B”	the loan agreement dated 14 September 2015 (as amended and modified by the Renewed Previous Loan Agreement B) entered into between the Lender and the Borrower in respect of the Previous Loan B
“Previous Loan A”	a loan of HK\$2,300,000 granted by the Lender to the Borrower pursuant to the Previous Loan Agreement A for a term of two months commencing from the date of the Previous Loan Agreement A

“Previous Loan B”	a loan of HK\$4,162,500 granted by the Lender to the Borrower pursuant to the Previous Loan Agreement B (as amended and modified by the Renewed Previous Loan Agreement B) for a term of one month commencing from the date of the Renewed Previous Loan Agreement B
“Property”	a residential property located in Sheung Wan, Hong Kong which is legally and beneficially owned by the Borrower
“Renewed Previous Loan Agreement B”	the loan agreement dated 13 October 2015 entered into between the Lender and the Borrower in respect of the amendment and extension of the Previous Loan Agreement B
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By order of the Board
Food Idea Holdings Limited
Wong Kwan Mo
Chairman and executive Director

Hong Kong, 16 October 2015

As at the date of this announcement, the Board comprises Mr. Wong Kwan Mo, Ms. Lau Lan Ying and Mr. Yu Ka Ho as executive Directors, and Mr. Li Fu Yeung, Ms. Chiu Man Yee and Mr. Kwan Wai Yin, William as independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Company Announcements” page of the GEM website at <http://www.hkgem.com> for at least 7 days from the date of its posting and on the website of the Company at <http://www.gayety.com.hk>.