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高富集團控股有限公司
GT GROUP HOLDINGS LIMITED
(Incorporated in Hong Kong with limited liability)
(Stock Code: 263)

**DISCLOSABLE TRANSACTION
IN RELATION TO
PROVISION OF FINANCIAL ASSISTANCE**

The Board is pleased to announce that on 14 April 2016, the Loan Agreement was entered into between Global Wealth Finance as lender, and the Borrower as borrower, pursuant to which, Global Wealth Finance has agreed to provide a secured loan facility in the principal amount of up to HK\$80,000,000 to the Borrower.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the amount of financial assistance granted to the Borrower was more than 5% but less than 25%, the Loan Facility granted under the Loan Agreement constitutes a disclosable transaction for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

On 14 April 2016, Global Wealth Finance entered into the Loan Agreement with the Borrower, pursuant to which Global Wealth Finance has agreed to provide a secured loan facility in the principal amount of HK\$80,000,000 to the Borrower.

Loan Agreement

Summarised below are the principal terms of the Loan Agreement.

Date : 14 April 2016

Parties

- Lender : Global Wealth Finance
- Borrower : Cheung Che Kin, who, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, is a third party independent of the Company and connected persons of the Company.
- Maximum principal amount of Loan Facility : HK\$80,000,000
- The Loan Facility will be available for drawdown in its entirety or in part (in integral multiples of HK\$1,000,000) at any time during the term of the Loan Agreement or (if earlier) the date on which the Loan Facility is cancelled or terminated, and subject to the satisfaction of certain conditions as set out in the Loan Agreement.
- Interest rate : 15% per annum, payable quarterly in arrears. Interest shall accrue on the outstanding balance of the Loan Facility from day to day on the basis of the actual number of days elapsed and a 365-day year and shall be paid on the last day of each interest period of the Loan Facility.
- Term : The principal amount of the Loan Facility drawn down is payable with all interest accrued and unpaid, at the end of one year following the date of first drawdown, which may be extended upon the request of the Borrower and subject to agreement of the Lender.
- Security : The payment obligations of the Borrower is secured by:
- (i) a charge over the entire share capital of a company, having as its principal asset a residential property in the south side of Hong Kong island that has a market valuation (by an independent valuer) amounting to HK\$118 million as at 13 April 2016.
 - (ii) a charge over shares listed on the Main Board of the Stock Exchange owned by the Borrower.
- Based on the financial information provided in respect of the company whose shares are charged, the market value of the property held by that company and the charged listed securities (less the principal amount of margin financing loan outstanding), the total value of the security as at 14 April 2016 exceeds HK\$100 million. The Borrower is required to ensure that the total value of security provided to the lender from time to time shall not be less than HK\$100 million.

Voluntary : The Borrower may prepay all or part of the Loan Facility (but if
Prepayment : in part, being an amount in the integral multiple of HK\$1,000,000) together with interest accrued and unpaid thereon up to the date of actual prepayment.

Amounts prepaid may be reborrowed.

The terms of the Loan Facility have been negotiated on an arms' length basis, having regard to the financial standing of the Borrower, the value of the security provided, the costs of funds of the Group and normal range of interest rates charged by the Group under its money lending business.

Funding of the Loan Facility

The Group will finance the Loan Facility by bank facilities.

Information on the Group

The Company is an investment holding company. The Group is principally engaged in the trading of goods, financing, property development and brokerage and securities investment businesses. The Company's strategy is to continue to identify attractive investment opportunities for further expansion of its financial services business, such as money-lending, securities investment and enhancement of its margin loans for its brokerage customers. Global Wealth Finance, is a money lender licensed in Hong Kong under the provisions of the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong).

Reasons for, and benefits of, the Loan Agreement

The advance of the Loan Facility is made in the ordinary course of the Group's financing business. Taking into account the satisfactory financial background of the Borrower and the security provided by the Borrower, and the revenue and cash flow that can be generated from the Loan Facility, the Directors consider that the terms of the Loan Agreement and the entering into of the Loan Agreement are fair and reasonable and in the interests of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

The grant of the Loan Facility under the Loan Agreement is a financial assistance provided by the Company within the meaning 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 principal amount of financial assistance granted to the Borrower, was more than 5% but less than 25%, the Loan Facility granted under the Loan Agreement constitutes a disclosable transaction for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

However, as the amount of the financial assistance granted to the Borrower does not exceed 8% under the assets ratio as defined under Rule 13.13 of the Listing Rules, the Loan Facility is not subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Borrower”	Cheung Che Kin
“Company”	GT Group Holdings Limited, a company incorporated in the Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Global Wealth Finance”	Global Wealth Finance Limited, a limited liability Company incorporated in Hong Kong and a wholly-owned subsidiary of the Company and a licensed money lender under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong)
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement”	the loan agreement dated 14 April 2016 entered into between Global Wealth Finance and the Borrower in respect of the Loan Facility
“Loan Facility”	a loan facility in a principal amount of up to HK\$80,000,000 provided by Global Wealth Finance to the Borrower under the Loan Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

By Order of the Board of
GT GROUP HOLDINGS LIMITED
Li Dong
Chairman

Hong Kong, 14 April 2016

As at the date of this announcement, the Board comprises six Executive Directors, namely Mr. Li Dong (Chairman), Ms. Ng Shin Kwan, Christine, Mr. Lee Jalen, Mr. Chan Ah Fei, Mr. Lee Yuk Fat and Mr. Liang Shan and three Independent Non-executive Directors, namely Dr. Wong Yun Kuen, Mr. Wong Shun Loy and Mr. Hu Chao.