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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

PROVISION OF FINANCIAL ASSISTANCE

Reference was made to the announcement of the Company dated 6 May 2016 in relation to the First Loan Agreement.

On 28 April 2017, the Lender, a wholly-owned subsidiary of the Company, entered into the Renewal Agreement to renew the First Loan of the principal amount of HK\$31,800,000 with the Customer A at an interest rate of approximately 8.02% per annum for a term of one year.

Since (i) one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Renewal Agreement on a standalone basis exceeds 5% and is below 25% and (ii) one of the applicable percentage ratios of the Renewed Loan aggregated with the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement exceeds 5% and is still below 25%, the Renewal Agreement, on a standalone basis and on an aggregate basis with the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement, is only subject to the reporting and announcement requirements under the Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

Reference was made to the announcement of the Company dated 6 May 2016 in relation to the First Loan Agreement.

On 28 April 2017, the Lender, a wholly-owned subsidiary of the Company, entered into the Renewal Agreement to renew the First Loan of the principal amount of HK\$31,800,000 with the Customer A (a company wholly owned by the Owner) at an interest rate of approximately 8.02% per annum for a term of one year.

For details of the Loans made and renewed by the Lender to companies wholly owned by the Owner are summarized as follows:

	First Loan Agreement	Second Loan Agreement	Third Loan Agreement	Fourth Loan Agreement	Renewal Agreement	
Date	6 May 2016	30 May 2016	30 May 2016	24 October 2016	28 April 2017	
Lender	Easy Reach (Far East) Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Company as at the date of this announcement. The Lender is principally engaged in finance provision under the Money Lenders Ordinance.					
Borrower	The Customer A is a company incorporated in Hong Kong principally engaged in investment holding.	The Customer B is a company incorporated in Hong Kong principally engaged in investment holding.	The Customer C is a company incorporated in Hong Kong principally engaged in investment holding.	The Customer D is a company incorporated in Hong Kong principally engaged in investment holding.	The Customer A	
Loan amount	HK\$31,800,000	HK\$1,540,000	HK\$1,876,000	HK\$2,142,000	HK\$31,800,000 (renewed)	
Interest (approximate average percentage rate per annum)	9.1%	10.62%	10.51%	10.44%	8.02%	
Maturity date	6 May 2017	20 June 2017	24 July 2017	11 November 2017	12 months from 6 May 2017	

	First Loan Agreement	Second Loan Agreement	Third Loan Agreement	Fourth Loan Agreement	Renewal Agreement	
Repayment	Interest is payable on a monthly basis and the principal shall be repaid on the respective maturity dates					
Securities	The First Loan was secured by (i) one industrial property owned by the Customer A with the then total value of HK\$53,000,000; and (ii) a personal guarantee provided by the Owner	The Second Loan was secured by (i) one industrial property owned by the Customer B with the then total value of HK\$2,200,000; and (ii) a personal guarantee provided by the Owner (the "Security A")	The Third Loan was secured by (i) one industrial property owned by the Customer C with the then total value of HK\$2,680,000; and (ii) a personal guarantee provided by the Owner (the "Security B")	The Fourth Loan was secured by (i) one industrial property owned by the Customer D with the then total value of HK\$3,060,000; and (ii) a personal guarantee provided by the Owner (the "Security C")	The Renewed Loan was secured by (i) one industrial property owned by the Customer A with a total value of HK\$58,000,000; and (ii) a personal guarantee provided by the Owner (the "Security D")	

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Customers and the Owner (being the ultimate beneficial owner of the Customers) are Independent Third Parties and not connected with the Group. Save as disclosed above, there are no prior transactions entered into between the Group and the Customers and/or the Owner which is required to be aggregated with the Renewal Agreement pursuant to the Listing Rules.

IMPLICATIONS UNDER THE LISTING RULES

Since (i) all of the applicable percentage ratios (as defined under the Listing Rules) in respect of each of the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement were below 5%, each of the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement on a standalone basis was not subject to the reporting and announcement requirements under the Listing Rules; (ii) the applicable percentage ratios of the Second Loan Agreement when aggregated with the Third Loan Agreement and the Fourth Loan Agreement were also below 5%; (iii) one of the applicable percentage ratios of the First Loan Agreement when aggregated with the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement exceeded 5% and still was below 25%; and (iv) the Company had complied with the reporting and announcement requirements under the Listing Rules in respect of the First Loan on 6 May 2016, therefore, the First Loan Agreement aggregated with the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement were not subject to the reporting and announcement requirements under the Listing Rules.

On the other hand, since (i) one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Renewal Agreement on a standalone basis exceeds 5% and is below 25% and (ii) one of the applicable percentage ratios of the Renewal Agreement aggregated with the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement exceeds 5% and is below 25%, the Renewal Agreement, on a standalone basis and on an aggregate basis with the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement, is still only subject to the reporting and announcement requirements under the Listing Rules.

INFORMATION ON THE CREDIT RISK RELATING TO THE LOANS

The advances in respect of the Loans were made on the basis of the Company's credit assessments made on the financial strength and repayment ability of the Customers, the Securities and the relatively short term nature of the advances. After taking 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 financed the Loans with its internal resources.

REASONS FOR AND BENEFITS OF ENTERING INTO THE RENEWAL AGREEMENT

The Group is principally engaged in the businesses of property development in the PRC, provision of finance and securities brokerage services. The Lender is a wholly-owned subsidiary of the Company.

Taking into account the principal business activities of the Group, the grants of the Loans to the Customers are in the ordinary and usual course of business of the Group. The terms of the Renewal Agreement were negotiated on an arm's length basis between the Lender and the Customers. The Directors are of the view that the terms of the Renewal Agreement are entered into on normal commercial terms based on the Company's credit policy. Taking into account the satisfactory financial background of the Customers, the Securities and that a stable revenue and cashflow stream from the interest income is expected, the Directors consider that the terms of the Renewal Agreement are fair and reasonable and the entering into of the Renewal Agreement is in the interests of the Company and the Shareholders as a whole.

DEFINITIONS

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

"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)
"Customer A"	the borrower of the First Loan and the Renewed Loan being a company incorporated in Hong Kong and an Independent Third Party
"Customer B"	the borrower of the Second Loan being a company incorporated in Hong Kong and an Independent Third Party
"Customer C"	the borrower of the Third Loan being a company incorporated in Hong Kong and an Independent Third Party
"Customer D"	the borrower of the Fourth Loan being a company incorporated in Hong Kong and an Independent Third Party
"Customers"	the Customer A, the Customer B, the Customer C and the Customer D
"Director(s)"	the directors of the Company
"First Loan"	the loan in the amount of HK\$31,800,000 granted by the Lender to the Customer A under the First Loan Agreement
"First Loan Agreement"	the loan agreement dated 6 May 2016 entered into between the Lender and the Customer A pursuant to which the Lender agreed to advance the First Loan to the Customer A

"Fourth Loan" the loan in the amount of HK\$2,142,000 granted by the Lender to the Customer D under the Fourth Loan Agreement "Fourth Loan Agreement" the loan agreement dated 24 October 2016 entered into between the Lender and the Customer D pursuant to which the Lender agreed to advance the Fourth Loan to the Customer D "Group" the Company together with its subsidiaries "HK\$" Hong Kong dollar(s), the lawful currency of Hong Kong "Hong Kong" the Hong Kong Special Administrative Region of the PRC "Independent Third Party(ies)" party(ies) who is/are independent of the Company and its connected person(s) (as defined in the Listing Rules) "Lender" Easy Reach (Far East) Limited, a company incorporated in Hong Kong with limited liability and is a whollyowned subsidiary of the Company as at the date of this announcement "Listing Rules" the Rules Governing the Listing of Securities on the Stock Exchange "Loans" the Second Loan, the Third Loan, the Fourth Loan and the Renewed 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 "Owner" the ultimate beneficial owner of the Customers being an individual engaging in property investment and an Independent Third Party

"PRC" the People's Republic of China, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan the renewal of the First Loan in the amount of "Renewed Loan" HK\$31,800,000 between the Lender and the Customer A under the Renewal Agreement "Renewal Agreement" the renewal agreement dated 28 April 2017 entered into between the Lender and the Customer A pursuant to which the Lender agreed to renew the First Loan to the Customer A for a term of one year "Second Loan" the loan in the amount of HK\$1,540,000 granted by the Lender to the Customer B under the Second Loan Agreement "Second Loan Agreement" the loan agreement dated 30 May 2016 entered into between the Lender and the Customer B pursuant to which the Lender agreed to advance the Second Loan to the Customer B "Securities" Security A, Security B, Security C and Security D "Share(s)" the ordinary share(s) of HK\$0.01 each in the share capital of the Company "Shareholder(s)" the holder(s) of the 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)

"Third Loan" the loan in the amount of HK\$1,876,000 granted by the

Lender to the Customer C under the Third Loan Agreement

"Third Loan Agreement" the loan agreement dated 30 May 2016 entered into between

the Lender and the Customer C pursuant to which the Lender

agreed to advance the Third Loan to the Customer C

"%" 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, 28 April 2017

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