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GET NICE HOLDINGS LIMITED

結好控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0064)

DISCLOSEABLE TRANSACTION INVOLVING THE PROVISION OF FINANCIAL ASSISTANCE

SUMMARY

On 25 July 2019, Get Nice Finance (an indirect, wholly-owned subsidiary of the Company) entered into the Loan Agreement A with the Borrower A pursuant to which Get Nice Finance (as the Lender) has agreed to provide the Borrower A a loan amount of HK\$100,000,000.

On 18 March 2019, Get Nice Finance entered into the Loan Agreement B with the Borrower B pursuant to which Get Nice Finance has agreed to provide the Borrower B a loan amount of HK\$100,000,000.

Since the Borrower A and the Borrower B (collectively, the “Borrowers”) are wholly owned by a common ultimate beneficial owner, pursuant to Rules 14.22 and 14.23(1) of the Listing Rules, the relevant figures of the Loan Agreement A and the Loan Agreement B shall be aggregated for determining the percentage ratios under Rule 14.07 of the Listing Rules.

Given that the highest of the relevant percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregated loan amount under the Loan Agreement A and the Loan Agreement B exceeds 5% but is below 25%, the entering into of the Loan Agreement A and Loan Agreement B constitutes a disclosable transaction for the Company pursuant to Rules 14.06(2) and 14.22 of the Listing Rules.

On 25 July 2019, Get Nice Finance (an indirect, wholly-owned subsidiary of the Company) entered into the Loan Agreement A with the Borrower A in respect of the provision of the loan amount on the principal terms as summarized below:

LOAN AGREEMENT A

| | | |
|---------------------------|---|---|
| Date | : | 25 July 2019 |
| Lender | : | Get Nice Finance |
| Borrower A | : | A customer of the Lender |
| Principal sum of the loan | : | HK\$100,000,000 |
| Security | : | The loan is secured by personal guarantees issued by the ultimate beneficial owner of the Borrower A and his associate, and a mortgage over a property owned by the Borrower A |
| Interest rate | : | 13% per annum |
| Repayment | : | Interest on the loan shall accrue monthly on the amount of outstanding loan and shall be payable by the Borrower A to the Lender monthly commencing from the month immediately after the drawdown date until the loan is repaid in full |
| | | The Borrower A shall repay the loan and interest accrued thereon in full on or before 25 January 2020 |
| Early repayment | : | the Borrower A may repay the principal sum to the Lender before the maturity day by giving one week prior written notice to the Lender and by paying the balance of interest accrued on the principal sum at the interest rate from the date of lending the principal sum to the date of full repayment |

On 18 March 2019, Get Nice Finance entered into the Loan Agreement B with the Borrower B in respect of the provision of the loan amount on the principal terms as summarized below:

LOAN AGREEMENT B

| | | |
|---------------------------|---|---|
| Date | : | 18 March 2019 |
| Lender | : | Get Nice Finance |
| Borrower B | : | A customer of the Lender |
| Principal sum of the loan | : | HK\$100,000,000 |
| Security | : | The loan is secured by personal guarantees issued by the ultimate beneficial owner of Borrower B and his associate, and a mortgage over a property owned by the Borrower B |
| Interest rate | : | 12% per annum |
| Repayment | : | Interest on the loan shall accrue monthly on the amount of outstanding loan and shall be payable by the Borrower B to the Lender monthly commencing from the month immediately after the drawdown date until the loan is repaid in full |
| | | The Borrower B shall repay the loan and interest accrued thereon in full on or before 18 December 2019 |
| Early repayment | : | the Borrower B may repay the principal sum to the Lender before the maturity day by giving one week prior written notice to the Lender and by paying the balance of interest accrued on the principal sum at the interest rate from the date of lending the principal sum to the date of full repayment |

FUNDING OF THE LOANS

The loan amounts under the Loan Agreement A and the Loan Agreement B are funded by the Group's internal resources.

INFORMATION ON THE BORROWERS

The Borrower A is a company incorporated in Hong Kong with limited liability. The principal activity of the Borrower A is property investment. The fair value of the property pledged by the Borrower A is approximately HK\$223,000,000.

The Borrower B is a company incorporated in Hong Kong with limited liability. The principal activity of the Borrower B is property investment. The fair value of the property pledged by the Borrower B is approximately HK\$210,000,000.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Borrowers and their ultimate beneficial owner and guarantors are third parties independent of the Company and its connected persons.

REASONS FOR AND BENEFITS OF ENTERING INTO OF THE LOAN AGREEMENTS

The Lender holds a money lenders licence under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and its principal business activity is the provision of money lending services.

The terms of the Loan Agreement A and the Loan Agreement B were arrived at after arm's length negotiation between the Lender and the Borrowers. The Directors are of the views that the granting of the loans are transactions carried out by the Lender as part of its ordinary and usual course of business. Having considered the credit policy formulated by the Lender and the sound financial background of the Borrowers and guarantors, the sufficiency of the collaterals, the good repayment history of the Borrower B, the steady revenue from the interest income to be generated to the Lender and the relatively short term nature of the loans, the terms of the Loan Agreement A and the Loan Agreement B are on normal commercial terms, fair and reasonable and are in the interests of the Company and its shareholders as a whole.

INFORMATION ON THE GROUP

The Company is an investment holding company.

The principal activities of the Group are (i) money lending, (ii) property development and holding and investment in financial instruments; and (iii) the provision of financial services, including securities dealing and broking, futures and options broking, securities margin financing and corporate finance services.

LISTING RULES IMPLICATIONS

The granting of the loan amounts under the Loan Agreement A and the Loan Agreement B are financial assistance provided by the Company within the meaning of the Listing Rules.

Since the Borrowers are wholly owned by a common ultimate beneficial owner, pursuant to Rules 14.22 and 14.23(1) of the Listing Rules, the relevant figures of the Loan Agreement A and the Loan Agreement B shall be aggregated for determining the percentage ratios under Rule 14.07 of the Listing Rules.

Given that the highest of the relevant percentage ratios under Rule 14.07 of the Listing Rules in respect of the aggregated loan amount under the Loan Agreement A and the Loan Agreement B exceeds 5% but is below 25%, the entering into of the Loan Agreement A and Loan Agreement B constitutes a disclosable transaction for the Company pursuant to Rules 14.06(2) and 14.22 of the Listing Rules.

DEFINITIONS

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

| | |
|-----------------------|---|
| “associate(s)” | has the meaning ascribed to it under the Listing Rules |
| “Board” | the board of Directors |
| “Borrower A” | the borrower under the Loan Agreement A |
| “Borrower B” | the borrower under the Loan Agreement B |
| “Company” | Get Nice Holdings Limited (結好控股有限公司), a company incorporated in the Cayman Islands with limited liability whose shares are listed and traded on the Main Board of the Stock Exchange (stock code: 64) |
| “connected person(s)” | has the meaning ascribed to it under the Listing Rules |
| “Director(s)” | the director(s) of the Company |
| “Get Nice Finance” | Get Nice Finance Company Limited (結好財務有限公司), a company incorporated in Hong Kong with limited liability and an indirect, wholly-owned subsidiary of the Company |
| “Group” | the Company and its subsidiaries from time to time |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong |
| “Hong Kong” | 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 |
| “Lender” | Get Nice Finance, a licensed money lender under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) |

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| “Loan Agreement A” | the loan agreement dated 25 July 2019 entered into between the Lender and the Borrower A in respect of the provision of the principal sum of HK\$100,000,000 |
| “Loan Agreement B” | the loan agreement dated 18 March 2019 and the supplemental loan agreement dated 22 July 2019 entered into between the Lender and the Borrower B in respect of the provision of the principal sum of HK\$100,000,000 |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “%” | per cent. |

By order of the Board
Get Nice Holdings Limited
Hung Hon Man
Chairman

Hong Kong, 25 July 2019

As at the date of this announcement, the executive directors of the Company are Mr. Hung Hon Man (Chairman and Chief Executive Officer), Mr. Cham Wai Ho, Anthony (Deputy Chairman) and Mr. Kam Leung Ming; and the independent non-executive directors of the Company are Mr. Man Kong Yui, Mr. Sun Ka Ziang, Henry and Mr. Siu Hi Lam, Alick.