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## **金粵控股有限公司**

**Rich Goldman Holdings Limited**

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 00070)**

### **DISCLOSEABLE TRANSACTION PROVISION OF LOAN**

#### **PROVISION OF LOAN**

On 8 September 2020 (after trading hours), Top Vast (a wholly-owned subsidiary of the Company) and the Customer entered into the Loan Agreement, pursuant to which Top Vast agreed to grant the Loan in the amount of HK\$35,000,000, at an interest rate of 24% per annum for a term of 1 year. The Loan is secured by a first legal charge in respect of a property located in Macau with a valuation of HK\$53,398,000 as at 4 September 2020 conducted by an independent property valuer engaged by the Company.

#### **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Loan exceeds 5% but is less than 25%, the Loan constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

On 8 September 2020 (after trading hours), Top Vast (a wholly-owned subsidiary of the Company) and the Customer entered into the Loan Agreement, pursuant to which Top Vast agreed to grant the Loan in the amount of HK\$35,000,000 to the Customer at an interest rate of 24% per annum for a term of 1 year.

Set out below are the principal terms of the Loan Agreement:

## **LOAN AGREEMENT**

Date:	8 September 2020
Lender:	Top Vast, a wholly-owned subsidiary of the Company
Borrower:	The Customer, Independent Third Party
Principal:	HK\$35,000,000
Interest rate:	24% per annum
Term:	1 year commencing from 8 September 2020
Security:	A first legal charge in respect of a residential property located in Macau with a valuation of HK\$53,398,000 as at 4 September 2020 as conducted by an independent property valuer engaged by the Company
Repayment:	The Customer shall repay the principal amount of the Loan together with all unpaid accrued Interest in full on the maturity date.
Early repayment:	The Customer may repay the Loan in full or in part to Top Vast before the loan maturity date by giving Top Vast not less than one month's prior written notice, repay the Loan together with interest to the date of repayment, and no higher rate of interest may be charged for early repayment.
Call Loan:	Notwithstanding any terms and conditions contained therein and whether the Customer has made any default or not, the Lender has the sole discretion to demand the Customer to repay the outstanding principal Loan by giving not less than five-business-day prior written notice to the Customer without any compensation.
Interest payment:	The Customer shall pay the interest every six months. It is expected that the Group will receive annual interest income of HK\$8,400,000 during the term of the Loan.

## **INFORMATION ON THE CREDIT RISK RELATING TO THE LOAN**

The Loan is collateralised against a property provided by the Customer with a loan-to-value ratio of approximately 66% based on the value of the mortgaged property for the Loan as at 4 September 2020 determined by an independent property valuer engaged by the Company.

The Loan was determined based on (i) Top Vast's credit assessments on the financial strength and repayment ability of the Customer and (ii) the collateral provided by the Customer, which is a residential property in Macau. After taking into account the factors as disclosed above in assessing the risks of the relevant advance, Top Vast considers that the risks involved in granting the Loan to the Customer are acceptable.

## **FUNDING OF THE LOAN**

The Group will finance the Loan with the internal resources of the Group.

## **INFORMATION ON THE CUSTOMER**

The Customer is an individual and a merchant. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Customer is Independent Third Party.

## **INFORMATION ON THE GROUP AND TOP VAST**

The Group is principally engaged in (i) gaming and entertainment business; (ii) money lending business; (iii) hotel operation business; and (iv) property leasing business.

Top Vast is an indirect wholly-owned subsidiary of the Company. It has obtained the money lender licence under the Money Lenders Ordinance on 24 December 2015 and commenced the money lending business thereafter.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN AGREEMENT**

The grant of the Loan to the Customer is in the ordinary and usual course of business of the Group.

The terms of the Loan Agreement were negotiated on an arm's length basis between Top Vast and the Customer and is on normal commercial terms based on Top Vast's credit policy. The Directors consider that the terms of the Loan Agreement are fair and reasonable. Having assessed the value of the collateral, financial strength and repayment ability of the Customer and of the view that the Loan would be able to generate stable interest income to the Group, the Directors consider that the entering into of the Loan Agreement is in the interests of the Company and its shareholders as a whole.

## LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Loan exceeds 5% but is less than 25%, the Loan constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

## DEFINITIONS

In this announcement, the following expressions have the following meanings:

“Board”	the board of Directors
“Company”	Rich Goldman Holdings Limited, a company incorporated in Hong Kong with limited liability, and the shares of which are listed on the Main Board of the Stock Exchange (Stock code: 00070)
“Customer”	Ms. Loke Meng Yuet, an individual borrower of the Loan under the Loan Agreement who is an Independent Third Party
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries
“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”	party who is independent of the Company and its connected person(s) (as defined in the Listing Rules)
“Listing Rules”	the Rules governing the Listing of Securities on the Stock Exchange
“Loan”	mortgage loan in the amount of HK\$35,000,000 provided by Top Vast to the Customer under the Loan Agreement
“Loan Agreement”	the agreement entered into between Top Vast and the Customer dated 8 September 2020 in respect of the Loan
“Money Lenders Ordinance”	the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong)

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Top Vast”	Top Vast Finance Limited, a company incorporated in Hong Kong with limited liability, an indirect wholly-owned subsidiary of the Company
“%”	per cent

By Order of the Board  
**Rich Goldman Holdings Limited**  
**Lin Chuen Chow Andy**  
*Chairman*

Hong Kong, 8 September 2020

*As at the date of this announcement, the Board comprises Mr. Lin Chuen Chow Andy (Chairman) and Ms. So Wai Yin as executive Directors; Mr. Nicholas J. Niglio as non-executive Director; and Mr. Cheung Yat Hung, Alton, Mr. Yue Fu Wing and Ms. Yeung Hoi Ching as independent non-executive Directors.*