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中達集團控股有限公司

CENTRAL WEALTH GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 139)

DISCLOSEABLE TRANSACTION GRANT OF REVOLVING LOAN FACILITY

GRANT OF THE REVOLVING LOAN FACILITY

The Board announces that, after trading hours on 17 December 2020, the Lender entered into the Revolving Loan Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower the Revolving Loan Facility with a principal amount of HK\$75,000,000. The Revolving Loan Facility can be drawn down at any time within the period of three (3) years after the date of the Revolving Loan Agreement. The Revolving Loan Facility bears interest at a rate of 7% per annum.

LISTING RULES IMPLICATIONS

As an applicable percentage ratio for the Revolving Loan Facility exceeds 5% but all of them are less than 25%, the grant of the Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but is exempt from the shareholders' approval requirement.

GRANT OF THE REVOLVING LOAN FACILITY

The Board announces that, after trading hours on 17 December 2020, the Lender entered into the Revolving Loan Agreement with the Borrower, pursuant to which the Lender agreed to grant the Revolving Loan Facility with the principal amount of HK\$75,000,000 to the Borrower for a term of three (3) years after the date of the Revolving Loan Agreement, details of which are as follows:

The Revolving Loan Agreement

Date:	17 December 2020 (after trading hours)
Lender:	The Lender, Top Billion Finance Limited, a limited company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company, which is a licensed money lender in Hong Kong under the Money Lenders Ordinance
Borrower:	The Borrower, an individual who, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, is an Independent Third Party
Revolving Loan Facility:	A Revolving Loan Facility of HK\$75,000,000 to be made available to the Borrower by the Lender subject to and upon the terms and conditions of the Revolving Loan Agreement. For the avoidance of doubt, any repaid principal amounts of the Revolving Loan Facility are available for drawing during the availability period.
Availability period:	The Revolving Loan Facility can be drawn down at any time within the period of three (3) years after the date of the Revolving Loan Agreement.
Final repayment date:	The date falling three (3) years after the date of the Revolving Loan Agreement.
Repayment:	The Borrower shall repay the aggregate principal amount of the loan and interest thereon and all other sums for the time being outstanding to the Lender on or before the final repayment date.
Early repayment:	The Borrower may prepay all or any part of the loan without penalty provided that the Borrower shall have given the Lender prior written notice one (1) Business Day in advance specifying the amount and date of prepayment.
Interest:	The interest at a rate of 7% per annum is to be charged by the Lender on the outstanding amount of the Revolving Loan Facility. Interest shall accrue day to day and be calculated on a 365-day per year basis. All accrued and unpaid interest shall be repaid by the Borrower on the final repayment date.

Conditions Precedent

The Lender shall not be obliged to make the Revolving Loan Facility available to the Borrower unless no events of default shall have occurred and be continuing and the Lender shall have been duly satisfied (unless otherwise waived by the Lender in writing) with the following:

- (a) the Revolving Loan Agreement having been duly executed by the Borrower together with all documents ancillary or incidental thereto duly signed and completed;
- (b) the Borrower's acknowledgement duly signed by the Borrower in respect of the receipt of a copy of the Revolving Loan Agreement and other relevant documents; and
- (c) the notice of drawing having been duly executed by the Borrower.

The terms of the Revolving Loan Agreement have been arrived by the Lender and the Borrower after arm's length negotiation, having regard to the market conditions.

Funding of the Revolving Loan Facility

The provision of the Revolving Loan Facility will be funded by internal resources of the Group.

INFORMATION ON THE GROUP AND THE LENDER

The Group is principally engaged in securities and futures dealing business, financial investments, property investments and money lending business. The Lender, being an indirect wholly-owned subsidiary of the Company, is a licensed money lender in Hong Kong under the Money Lenders Ordinance. The Lender conducts money lending business solely in Hong Kong through the provision of unsecured loans and secured loans to customers, including individuals and corporations.

INFORMATION ON THE BORROWER

The Borrower is an individual who, to the best of the knowledge, information and belief of the Directors having made all reasonable enquiry, is an Independent Third Party.

REASONS FOR AND BENEFITS OF THE GRANT OF THE REVOLVING LOAN FACILITY

The granting of the Revolving Loan Facility is in the Lender's ordinary and usual course of business. The Directors are of the view that money lending business is one of the potential sectors for future development of the Group's business. The Directors will continue to explore further business opportunities in the money lending sector and develop the Group's customer's base as and when appropriate. Having considered the Borrower's credit risk, creditworthiness, financial strength, repayment ability and the interest income to be earned by the Group, the Directors consider that the terms of the Revolving Loan Agreement are on normal commercial terms and are fair and reasonable and in the interest of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS OF THE GRANT OF THE REVOLVING LOAN FACILITY

As an applicable percentage ratio for the Revolving Loan Facility exceeds 5% but all of them are less than 25%, the grant of the Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but is exempt from the shareholders' approval requirement.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and phrases have the following meanings:

“Board”	board of Directors
“Borrower”	Mr. Chen Yihao, an individual who is a customer of the Group
“Business Day(s)”	day(s) (excluding Saturday) on which banks in Hong Kong are open for business
“Company”	Central Wealth Group Holdings Limited, a company incorporated in Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 139)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“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 in Hong Kong
“Independent Third Party(ies)”	third party(ies) independent of and not connected with the Company and its connected persons
“Lender”	Top Billion Finance Limited, a limited company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange

“Money Lenders Ordinance”	Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong)
“percentage ratio(s)”	percentage ratio(s) as set out in Rule 14.07 of the Listing Rules
“Revolving Loan Agreement”	revolving loan agreement dated 17 December 2020 entered into between the Lender and the Borrower in relation to the grant of the Revolving Loan Facility
“Revolving Loan Facility”	revolving loan facility of up to HK\$75,000,000 to be made available to the Borrower by the Lender pursuant to the Revolving Loan Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

On behalf of the Board
Central Wealth Group Holdings Limited
Chen Xiaodong
Chairman

Hong Kong, 17 December 2020

As at the date of this announcement, the Board comprises the following Directors:

Executive Directors

Mr. Chen Xiaodong (*Chairman*)
Mr. Xu Ke (*Chief Executive Officer*)
Mr. Yu Qingrui
Ms. Lam Hay Yin

Independent non-executive Directors

Mr. Kwok Chi Kwong
Mr. Wu Ming
Mr. Liu Hongwei