

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



## **MASON GROUP HOLDINGS LIMITED**

**茂宸集團控股有限公司**

*(Incorporated in Hong Kong with limited liability)*

**(Stock code: 273)**

### **DISCLOSEABLE TRANSACTION SUPPLEMENTAL DEED IN RELATION TO EXTENSION OF THE LOAN**

Reference is made to (i) the 2016 Announcement in relation to the Facility Agreement entered into between the Lender, an indirect wholly-owned subsidiary of the Company and the Borrower, pursuant to which the Lender has agreed to provide a Facility in the amount up to HK\$280,000,000 to the Borrower; and (ii) the January 2019 Announcement in relation to the Supplemental Deed-1 entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Company-1, PRC Company-2, the German Company and the US Company under which the repayment date of the Loan was extended from the Extended Repayment Date to the Further Extended Repayment Date; (iii) the May 2019 Announcement in relation to the Supplemental Deed-2 entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company under which the repayment date of the Loan was extended from the Further Extended Repayment Date to the Third Extended Repayment Date; and (iv) the August 2019 Announcement in relation to the Supplemental Deed-3 entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company under which the repayment date of the Loan was extended from the Third Extended Repayment Date to the Fourth Extended Repayment Date.

The Board is pleased to announce that on 15 April 2020 (after trading hours), the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company entered into the Supplemental Deed-4 which governs, amongst others, the further extension of the Loan for the Fifth Extension Period with retrospective effect from the Fourth Extended Repayment Date subject to the terms and conditions of the Supplemental Deed-4.

This announcement is made by the Company pursuant to Rule 14.36 of the Listing Rules, as the entering into the Supplemental Deed-4 constitutes a variation to the terms of the transactions previously announced under the 2016 Announcement, the January 2019 Announcement, the May 2019 Announcement and the August 2019 Announcement.

The Board is pleased to announce that on 15 April 2020 (after trading hours), the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company entered into the Supplemental Deed-4 which governs, amongst others, the further extension of the Loan for the Fifth Extension Period with retrospective effect from the Fourth Extended Repayment Date subject to the terms and conditions of the Supplemental Deed-4.

#### **THE SUPPLEMENTAL DEED-4**

##### **Date**

15 April 2020

##### **Parties to the Supplemental Deed-4**

- (a) the Lender;
- (b) the Borrower;
- (c) the Guarantor;
- (d) PRC Individual-1;
- (e) PRC Individual-2;
- (f) PRC Individual-3;
- (g) PRC Company-1;
- (h) PRC Company-2;
- (i) the German Company; and
- (j) the US Company.

##### **Term**

The term of the Loan shall be extended with retrospective effect from the Fourth Extended Repayment Date to the Fifth Extended Repayment Date.

## **Interest rate and interest payment**

The interest rate is set at whichever is higher of (i) 16.125%; or (ii) 11.125% per annum on top of the Prime Rate quoted by HSBC. The interest rate was determined after arm's length negotiation between the Lender and the Borrower taking into account the prevailing market interest rates and practices.

Each Interest Period for the Loan during the Fifth Extension Period shall be for a period of three months (unless otherwise agreed by the Lender) with the next Interest Period commencing on the day following the last day of the preceding Interest Period. The first Interest Period shall start on the Fourth Extended Repayment Date. The Borrower shall pay accrued interest on the Loan on the last day of each Interest Period during the Fifth Extension Period.

## **Security and guarantee**

The Loan is secured by:

- (a) charge executed by the Borrower to which the Borrower agreed to charge by way of first legal charge all the Charged Assets-1 in favour of the Lender. During the term of the Loan, the Charged Assets-1 shall be maintained at no less than 50% of the entire number of issued shares in the Listco;
- (b) charge executed by the Personal Chargor to which the Personal Chargor agreed to charge by way of first legal charge all the Charged Assets-2 in favour of the Lender;
- (c) floating charge executed by the Borrower to which the Borrower agreed to charge by way of first floating charge in favour of the Lender the undertaking and all present and future property, assets, receivables, inventory and rights of the Borrower;
- (d) personal guarantee executed by the Guarantor in favour of the Lender;
- (e) personal guarantees executed by the PRC Individual-1 in favour of the Lender;
- (f) personal guarantees executed by the PRC Individual-2 in favour of the Lender;
- (g) personal guarantees executed by the PRC Individual-3 in favour of the Lender;
- (h) corporate guarantee executed by the PRC Company-1 in favour of the Lender;
- (i) corporate guarantee executed by the PRC Company-2 in favour of the Lender;
- (j) share pledge executed by the Guarantor in respect of the entire membership interest in the US Company;
- (k) mortgage executed by the Guarantor in respect of a real property located in the U.S.A.;
- (l) mortgage executed by the US Company in respect of real properties located in the U.S.A.;

- (m) land charge executed by the German Company in respect of real properties located in Germany; and
- (n) two exclusive transfer agency agreements executed by the Guarantor in respect of appointing the PRC legal advisers to the Lender or any other person(s) designated by the Lender as the agent of the Guarantor for the transfer of two properties owned by the Guarantor located in the PRC.

## Repayment

The Borrower made various prepayments and repayments of the principal sum of the Loan totaling approximately HK\$93,634,239 as at the date of this announcement.

Pursuant to the Supplemental Deed-4,

- (A) within three months from the date of the Supplemental Deed-4, the Guarantor shall make a total repayment of no less than HK\$12,000,000 using the proceeds obtained from the sale, transfer, disposal, charge or mortgage of any property(ies) directly owned or held by the Guarantor; and
- (B) the Borrower shall repay:
  - (i) no less than HK\$5,000,000 of the aggregate outstanding principal amount of the Loan, together with all unpaid interest accrued thereon as at 6 May 2020 (collectively, the “**Outstanding Amount-1**”), on 6 May 2020, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Outstanding Amount-1;
  - (ii) no less than HK\$5,000,000 of the aggregate outstanding principal amount of the Loan as at 6 June 2020 (the “**Outstanding Amount-2**”) on 6 June 2020, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Outstanding Amount-2;
  - (iii) no less than HK\$5,000,000 of the aggregate outstanding principal amount of the Loan as at 6 July 2020 (the “**Outstanding Amount-3**”) on 6 July 2020, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Outstanding Amount-3;
  - (iv) no less than HK\$5,000,000 of the aggregate outstanding principal amount of the Loan, together with all unpaid interest accrued thereon as at 6 August 2020 (collectively, the “**Outstanding Amount-4**”), on 6 August 2020, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Outstanding Amount-4;

- (v) no less than HK\$8,000,000 of the aggregate outstanding principal amount of the Loan as at 6 September 2020 (the “**Outstanding Amount-5**”) on 6 September 2020, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Outstanding Amount-5;
- (vi) no less than HK\$9,000,000 of the aggregate outstanding principal amount of the Loan as at 6 October 2020 (the “**Outstanding Amount-6**”) on 6 October 2020, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Outstanding Amount-6; and
- (vii) the entire aggregate outstanding principal of the Loan, together with all unpaid interest accrued thereon (the “**Remaining Outstanding Amount**”), in full on the Fifth Extended Repayment Date, and the Lender may, at its sole and absolute discretion, apply any repayment made by the Guarantor under paragraph (A) above (if any) to set off the entire or part of the Remaining Outstanding Amount.

Any repayment made by the Guarantor in accordance with paragraph (A) above before the applicable repayment date as set out in paragraph (B)(i) to (vii) above or exceeding the applicable repayment amount as set out in paragraph (B)(i) to (vii) above shall be regarded as voluntary prepayment.

As at the date of this announcement, the outstanding principal sum of the Loan is approximately HK\$186,365,761.

#### **INFORMATION ON THE GROUP AND THE LENDER**

As a Hong Kong based company, the Group principally provides comprehensive financial services in Mainland China, Japan, South Korea and Europe, with businesses covering private banking, wealth and asset management, securities and futures brokerage, securities margin financing, corporate finance advisory services, investment in securities trading and money lending. As an investment holding company, in addition to directly investing in the healthcare sector and mother-infant-child consumer products sector, the Group also takes trading of securities as a principal business and invests conservatively in local and global stocks.

The Lender is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company. It is a money lender licensed in Hong Kong under the provisions of the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong). The Lender conducts money lending business in Hong Kong.

#### **INFORMATION ON THE PARTIES TO THE SUPPLEMENTAL DEED-4**

The Borrower is a BVI business company incorporated in the British Virgin Islands with limited liability and is principally engaged in investment holding. The Borrower is directly owned as to 100% by the Guarantor as at the date of this announcement.

The Guarantor is an individual who is a resident in the PRC and the sole ultimate beneficial owner of the Borrower.

PRC Individual-1 is an individual who is a resident in the PRC.

PRC Individual-2 is an individual who is a resident in the PRC.

PRC Individual-3 is an individual who is a resident in the PRC.

PRC Company-1 is a company established under the laws of the PRC which is indirectly owned as to 50% by the PRC Individual-3 as at the date of this announcement. PRC Company-1 is principally engaged in investment, sales of self-developed commercial housing, real estate development and property management.

PRC Company-2 is a company established under the laws of the PRC which is directly owned as to 50% by the Guarantor as at the date of this announcement. PRC Company-2 is principally engaged in investment management, asset management, investment consulting, economic and trade consulting and real estate development.

The US Company is a company incorporated in the U.S.A. which is directly owned as to 100% by the Guarantor as at the date of this announcement. The US Company is principally engaged in property investment, holding and development.

The German Company is a company incorporated in Germany which is directly owned as to 100% by the Guarantor as at the date of this announcement. The German Company is principally engaged in property investment, holding and development.

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, each of the parties to the Supplemental Deed-4 (other than the Lender) and its ultimate beneficial owner(s) is a third party independent of the Company and its connected persons.

#### **REASONS FOR AND BENEFITS OF THE SUPPLEMENTAL DEED-4**

The terms of the Supplemental Deed-4 were agreed by the parties after arm's length negotiations having taken into account the prevailing market rates and practices.

The extension of the Loan will bring in interest income for the Fifth Extension Period to the Company. Taking into consideration the interest rate of whichever is higher of (i) 16.125%; or (ii) 11.125% per annum on top of the Prime Rate quoted by HSBC; and the various guarantees, mortgages and charges respectively created and given by the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company, the executive Directors consider that the extension of the Loan will result in a reasonable and stable income in the form of interest return to the Group. The executive Directors believe that the terms of the Loan are on normal commercial terms, are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

## LISTING RULES IMPLICATION

This announcement is made by the Company pursuant to Rule 14.36 of the Listing Rules, as the entering into the Supplemental Deed-4 constitutes a variation to the terms of the transactions previously announced under the 2016 Announcement, the January 2019 Announcement, the May 2019 Announcement and the August 2019 Announcement.

## DEFINITIONS

In this announcement, unless the context requires otherwise, the following expressions shall have the following meanings:

“2016 Announcement”	the announcement of the Company dated 4 November 2016 in relation to the discloseable transaction constituted under the provision of the Facility
“August 2019 Announcement”	the announcement of the Company dated 23 August 2019 in relation to the Supplemental Deed-3 and the extension of the repayment date of the Loan from the Third Extended Repayment Date to the Fourth Extended Repayment Date thereunder
“Board”	the board of Directors
“Borrower”	Lyton Maison Limited, a BVI business company incorporated in the British Virgin Islands with limited liability and is directly owned as to 100% by the Guarantor as at the date of this announcement
“Charged Assets-1”	436,540,400 issued shares in the Listco
“Charged Assets-2”	8,802,000 issued shares in the Listco
“Company”	Mason Group Holdings Limited (Stock code: 273), a company incorporated in Hong Kong with limited liability, the issued Shares of which are listed on the Stock Exchange
“connected person(s)”	has the same meaning as ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Extended Repayment Date”	6 November 2018
“Facility”	the loan facility in the principal amount of up to HK\$280,000,000 under the Facility Agreement

“Facility Agreement”	the Facility Agreement dated 4 November 2016 entered into between the Lender and the Borrower in relation to the Facility, as amended and supplemented by (i) various supplemental deeds dated 6 November 2017, 7 February 2018 and 3 May 2018 respectively; (ii) the Supplemental Deed-1; (iii) the Supplemental Deed-2; (iv) the Supplemental Deed-3; and (v) the Supplemental Deed-4
“Fifth Extended Repayment Date”	6 November 2020
“Fifth Extension Period”	the further extension period of twelve (12) months commencing from the day after the Fourth Extended Repayment Date
“Fourth Extended Repayment Date”	6 November 2019
“Fourth Extension Period”	the further extension period of three (3) months commencing from the day after the Third Extended Repayment Date
“Further Extended Repayment Date”	6 May 2019
“Further Extension Period”	the further extension period of 6 months commencing from the day after the Extended Repayment Date
“Germany”	the Federal Republic of Germany
“German Company”	Immo BA GmbH, a company incorporated in Germany which is directly owned as to 100% by the Guarantor as at the date of this announcement
“Group”	the Company and its subsidiaries
“Guarantor”	Ms. Shi Qi, an individual who is a resident in the PRC and the sole shareholder of the Borrower
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HSBC”	The Hongkong and Shanghai Banking Corporation Limited
“Interest Period”	as to the Fifth Extension Period, a period of approximately three months (unless otherwise agreed by the Lender), which shall not be extended beyond the Fifth Extended Repayment Date



“January 2019 Announcement”	the announcement of the Company dated 24 January 2019 in relation to the Supplemental Deed-1 and the extension of the repayment date of the Loan from the Extended Repayment Date to the Further Extended Repayment Date thereunder
“Lender”	Mason Resources Finance Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Listco”	a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	a loan made under the Facility or the principal amount outstanding for the time being of that loan
“May 2019 Announcement”	the announcement of the Company dated 27 May 2019 in relation to the Supplemental Deed-2 and the extension of the repayment date of the Loan from the Further Extended Repayment Date to the Third Extended Repayment Date thereunder
“Personal Chargor”	Ms. Yan Yanqin, an individual who is a resident in the PRC
“PRC”	the People’s Republic of China
“PRC Company-1”	Zhongxi Weiye (Beijing) Investment Co., Ltd.* (中禧偉業(北京)投資有限公司), a company established under the laws of the PRC which is indirectly owned as to 50% by the PRC Individual-3 as at the date of this announcement
“PRC Company-2”	Beijing Seven Ocean Investment Co., Ltd.* (北京七海投資有限公司), a company established under the laws of the PRC which is directly owned as to 50% by the Guarantor as at the date of this announcement
“PRC Individual-1”	Mr. Shi Peijia, an individual who is a resident in the PRC
“PRC Individual-2”	Mr. Teng Wei, an individual who is a resident in the PRC
“PRC Individual-3”	Ms. Ma Xiuqin, an individual who is a resident in the PRC
“Prime Rate”	the prime lending rate quoted by HSBC

“Share(s)”	the ordinary share(s) of the Company
“Shareholder(s)”	the holder(s) of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Deed-1”	the supplemental deed entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Company-1, PRC Company-2, the German Company and the US Company on 24 January 2019 (after trading hours) in relation to the Facility Agreement
“Supplemental Deed-2”	the supplemental deed entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company on 27 May 2019 (after trading hours) in relation to the Facility Agreement
“Supplemental Deed-3”	the supplemental deed entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company on 23 August 2019 (after trading hours) in relation to the Facility Agreement
“Supplemental Deed-4”	the supplemental deed entered into among the Lender, the Borrower, the Guarantor, PRC Individual-1, PRC Individual-2, PRC Individual-3, PRC Company-1, PRC Company-2, the German Company and the US Company on 15 April 2020 (after trading hours) in relation to the Facility Agreement
“Third Extended Repayment Date”	6 August 2019
“Third Extension Period”	the further extension period of three (3) months commencing from the day after the Further Extended Repayment Date
“U.S.A.”	the United States of America
“US Company”	Miracle Enterprise LLC, a company incorporated in the U.S.A. which is directly owned as to 100% by the Guarantor as at the date of this announcement
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

“%”

per cent

By order of the Board  
**Mason Group Holdings Limited**  
**Cao Lu**  
*Executive Director*

Hong Kong, 15 April 2020

*As at the date of this announcement, the Board comprises:*

*Executive Directors:*

Ms. Lui Choi Yiu, Angela

Ms. Fu Yau Ching, Shirley

Mr. Cao Lu

*Non-executive Director:*

Ms. Hui Mei Mei, Carol

*Independent Non-executive Directors:*

Mr. Tian Ren Can

Mr. Wang Cong

Mr. Wu Xu'An

\* *For identification purpose only*