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**新煮意控股有限公司**  
**FOOD IDEA HOLDINGS LIMITED**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 8179)**

**DISCLOSEABLE TRANSACTION –  
PROVISION OF FINANCIAL ASSISTANCE TO  
INDEPENDENT THIRD PARTIES**

**PROVISION OF FINANCIAL ASSISTANCE**

The Board announces that, on 16 June 2017, the Lender and the Borrowers entered into the Renewed Loan Agreement, pursuant to which the Lender agreed to further extend the repayment date of the Loan Facility for a period of 12 months from the date of the Renewed Loan Agreement, bearing a revised interest rate of 24% per annum.

**PREVIOUS LOAN TO BORROWERS**

On 17 June 2016, the Lender entered into the Previous Loan Agreement with the Borrowers, pursuant to which the Lender agreed to renew the Loan Facility of HK\$32 million to the Borrowers, bearing an interest rate of 8% per annum for a period of 12 months from the date of the Previous Loan Agreement. Pursuant to the Previous Loan Agreement, the Borrowers executed a first legal mortgage in respect of the Property in favour of the Lender as security for the repayment of the Loan Facility.

**GEM LISTING RULES IMPLICATION**

Certain of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the further renewal of the Loan Facility exceed 5% but all the percentage ratios are less than 25%. Hence, the further renewal of the Loan Facility constitutes a discloseable transaction of the Company pursuant to Chapter 19 of the GEM Listing Rules and is subject to notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules.

## **INTRODUCTION**

Reference is made to the Company's announcements dated 19 June 2015 and 17 June 2016 in relation to the entering into of the Previous Loan Agreement between the Lender and the Borrowers, pursuant to which the Lender agreed to renew the Loan Facility of HK\$32 million to the Borrowers, bearing an interest rate of 8% per annum for a period of 12 months from the date of the Previous Loan Agreement. Pursuant to the Previous Loan Agreement, the Borrowers executed a first legal mortgage in respect of the Property in favour of the Lender as security for the repayment of the Loan Facility.

## **PROVISION OF FINANCIAL ASSISTANCE**

On 16 June 2017, the Lender and the Borrowers entered into the Renewed Loan Agreement, pursuant to which the Lender agreed to further extend the repayment date of the Loan Facility for a period of 12 months from the date of the Renewed Loan Agreement, bearing a revised interest rate of 24% per annum.

The principal terms of the Renewed Loan Agreement are summarised as follows:

## **THE RENEWED LOAN AGREEMENT**

Date:	16 June 2017
Lender:	Happy Credit Limited, a wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance
Borrowers:	Three individuals, namely Borrower A, Borrower B and Borrower C
	To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, save for the Borrowers are the existing customers of the Lender, each of the Borrowers is an Independent Third Party. Save for the Previous Loan Agreement and the Renewed Loan Agreement, the Group provided no other financial assistance of any kind to each of them
Security:	The first legal mortgage in respect of the Property executed by the Borrowers in favour of the Lender remains as a continuing security for the Loan Facility
Principal amount of the Loan Facility:	HK\$32 million

Term:	12 months from the date of the Renewal Loan Agreement
Interest:	24% per annum, interest shall be calculated on the actual number of days elapsed and on the basis of a 365-day year and payable in arrears on a monthly basis
Repayment:	Upon expiration of the term, the Borrowers must fully repay to the Lender the outstanding loan amount together with all interests accrued as herein provided unless and until a request of early demand for repayment has been made by the Lender

The Loan Facility was funded by internal resources of the Group. The terms of the Renewed Loan Agreement (including the interest rate and the loan period) were arrived at by the parties to the Renewed Loan Agreement after arm's length negotiations, with reference to the commercial practice and the amount of the Loan Facility.

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

The Group is principally engaged in (i) catering services; (ii) production, sales and distribution of food products to supermarket chains in Hong Kong; (iii) investments in securities; and (iv) money lending business.

The Lender is a wholly-owned subsidiary of the Company and is licensed to conduct money lending business in Hong Kong through the provision of loans to customers under the Money Lenders Ordinance. The Lender obtained its money lender business licence in 2012 and has commenced its money lending business since June 2015.

## **REASONS FOR AND BENEFITS OF THE PROVISION OF THE FINANCIAL ASSISTANCE**

The Borrowers are the existing customers of the Group. The terms of the Renewed Loan Agreement (including the interest rate and the loan period) were negotiated on an arm's length basis between the Lender and the Borrowers. The Directors consider that the further renewal of the Loan Facility is a financial assistance provided by the Group within the meaning of the GEM Listing Rules.

The Directors are of the view that the terms of the Renewed Loan Agreement were entered into on normal commercial terms based on the Group's credit policy and the further renewal of the Loan Facility is in the ordinary and usual course of the Group's money lending business.

Taking into account the Market Value of the Property, the approval procedures undertaken by the Group and that interest income is expected to be generated as a result of the entering into of the Renewed Loan Agreement, the Directors consider that the entering into of the Renewed Loan Agreement is fair and reasonable and in the interest of the Company and its shareholders as a whole.

## **GEM LISTING RULES IMPLICATION**

Certain of the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the further renewal of the Loan Facility exceed 5% but all the percentage ratios are less than 25%. Hence, the further renewal of the Loan Facility constitutes a discloseable transaction of the Company pursuant to Chapter 19 of the GEM Listing Rules and is subject to notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules.

## **DEFINITIONS**

Unless the context requires otherwise, capitalised terms in this announcement shall have the following meanings:

“Board”	the board of Directors
“Borrower A”	one of the borrowers under the Previous Loan Agreement and the Renewed Loan Agreement, being an individual, a family member of Borrower B and Borrower C and an Independent Third Party
“Borrower B”	one of the borrowers under the Previous Loan Agreement and the Renewed Loan Agreement, being an individual, a family member of Borrower A and Borrower C and an Independent Third Party
“Borrower C”	one of the borrowers under the Previous Loan Agreement and the Renewed Loan Agreement, being an individual, a family member of Borrower A and Borrower B and an Independent Third Party
“Borrowers”	collectively Borrower A, Borrower B and Borrower C
“Company”	Food Idea Holdings Limited, a company incorporated in the Cayman Islands, the issued shares of which are listed on GEM (Stock code: 8179)
“Directors”	the directors of the Company

“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are not connected persons of the Company and are third parties independent of the Company and its connected persons in accordance with the GEM Listing Rules
“Lender”	Happy Credit Limited, a wholly-owned subsidiary of the Company, being the lender under the Previous Loan Agreement and the Renewed Loan Agreement
“Loan Facility”	a loan facility of HK\$32 million renewed by the Lender to the Borrowers pursuant to the Previous Loan Agreement and up to the date of this announcement, the Loan Facility was fully utilised by the Borrowers
“Market Value”	the valuation of the Property on 15 June 2017 conducted by an independent property valuer with an amount of not less than HK\$35 million
“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
“Previous Loan Agreement”	the loan agreement dated 17 June 2016 entered into between the Lender and the Borrowers in respect of the Loan Facility
“Property”	a commercial property located in Shatin, New Territories, Hong Kong which is jointly owned by Borrower A and Borrower B

“Renewed Loan Agreement”	the Renewed Loan Agreement dated 16 June 2017 entered into between the Lender and the Borrowers to further extend the repayment date of the Loan Facility for period of 12 months from the date of the Renewed Loan Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board  
**Food Idea Holdings Limited**  
**Wong Hoi Yu**  
*Chairman and executive Director*

Hong Kong, 16 June 2017

*As at the date of this announcement, the Board comprises Mr. Wong Hoi Yu and Mr. Yu Ka Ho as executive Directors, and Mr. Li Fu Yeung, Mr. Kwan Wai Yin, William and Mr. Tam Lok Hang as independent non-executive Directors.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the “Latest Company Announcements” page of the GEM website at <http://www.hkgem.com> for at least 7 days from the date of its posting and on the website of the Company at <http://www.foodidea.com.hk>.*