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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 A BRIDGE LOAN

SUMMARY

On 19 October 2017, Get Nice Finance (an indirect, wholly-owned subsidiary of the Company) entered into the Loan Agreement with the Borrower pursuant to which Get Nice Finance (as the Lender) has agreed to provide the Borrower a bridge loan amount of HK\$250,000,000. Given that the highest of the relevant percentage ratios under Rule 14.07 of the Listing Rules in respect of the loan amount under the Loan Agreement exceeds 5% but is below 25%, the entering into of the Loan Agreement constitutes a disclosable transaction for the Company pursuant to Rules 14.06(2) and 14.22 of the Listing Rules.

On 19 October 2017, Get Nice Finance (an indirect, wholly-owned subsidiary of the Company) entered into the Loan Agreement with the Borrower in respect of the provision of the loan amount on the principal terms as summarized below:

LOAN AGREEMENT

Date	: 19 October 2017
Lender	: Get Nice Finance
Borrower	: The 13 Holdings Limited
Loan Amount	: HK\$250,000,000
Term	: 1 year from the date of first drawdown or the day following completion of rights issue to be conducted by the Borrower, whichever is earlier

- Loan Purpose : The Principal Sum shall be applied and used for non-construction costs for the completion of the hotel development, including decoration, furniture, fixtures and equipment, operating supplies and equipment, hotel operation preparation costs and general working capital.
- Condition Precedent for the Drawdown :
 1. Proper registration (if applicable) of all relevant security, in favour of the Lender.
 2. The Stock Exchange's approval of the rights issue to be conducted by the Borrower.
 3. The rights issue of the Borrower being fully underwritten.
 4. The Lender satisfies with result of the due diligence review to be conducted by the Lender on the financial and legal conditions of the Borrower.
 5. Duly executed first legal charge and other documents with terms, conditions and provisions to be determined by the Lender.
- Availability Period : Drawdown shall be made within 1 month of the completion of the conditions precedent under the Loan Agreement.
- Interest Rate : 18% per annum
- Repayment : Monthly interest on the Principal Sum shall accrue in arrear on the amount of outstanding loan and shall be payable by the Borrower to the Lender monthly commencing from the month immediately after the drawdown date until the loan is repaid in full.
- Security : First legal charge (or equivalent) to be given by the Borrower in favour of the Lender on the entire unencumbered issued share capital of a subsidiary of the Borrower, which holds certain tenant improvement works within the premises of its hotel.

FUNDING OF THE LOAN

The loan amount under the Loan Agreement is funded by the Group's internal resources.

INFORMATION ON THE BORROWER

The Borrower is a company incorporated in Bermuda with limited liability whose shares are listed and traded on the Main Board of the Stock Exchange (Stock Code: 577). The principal activities of the Borrower and its subsidiaries ("Borrower's Group") are hotel development, management contracting, property development management and property investment. According to the latest audited consolidated financial statements of the Borrower's Group for the year ended 31 March 2017, the net assets values are approximately HK\$6 billion.

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

REASONS FOR AND BENEFITS OF ENTERING INTO OF THE LOAN AGREEMENT

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 were arrived at after arm's length negotiation between the Lender and the Borrower. The Directors are of the views that the granting of the loan 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 Borrower, the steady revenue from the interest income to be generated to the Lender and the sufficiency of the security charged by the Borrower for the loan, the terms of the Loan Agreement 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 amount under the Loan Agreement is a financial assistance provided by the Company within the meaning 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 Principal Sum under the Loan Agreement exceeds 5% but is below 25%, the entering into of the Loan Agreement 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:

“Board”	the board of Directors
“Borrower”	the borrower under the Loan Agreement
“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)

“Loan Agreement”	the loan agreement dated 19 October 2017 entered into between the Lender and the Borrower in respect of the provision of the Principal Sum
“Principal Sum”	an amount of HK\$250,000,000 to be granted by the Lender to the Borrower pursuant to the terms of the Loan Agreement
“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, 19 October 2017

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 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.