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

**(Stock code: 8072)**

**DISCLOSEABLE TRANSACTION —  
PROVISION OF FINANCIAL ASSISTANCE  
AND ADVANCE TO ENTITY**

**PROVISION OF FINANCIAL ASSISTANCE**

The Board announces that, on 8 July 2015, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower, an Independent Third Party, the Loan Facility of HK\$58,000,000, bearing interest at a rate of 12% per annum for a period of 12 months from the date of the Loan Agreement. The Loan Facility is secured by the Share Charge charging over the Charged Shares.

**GEM LISTING RULES IMPLICATIONS**

As all the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the grant of the Loan Facility exceeds 5% but all the percentage ratios are less than 25%, the grant 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.

As the amount of the financial assistance granted to the Borrower exceeds 8% under the assets ratio as defined under Rule 17.15 of the GEM Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 17.17 of the GEM Listing Rules.

\* For identification purpose only

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

### **THE LOAN AGREEMENT**

Date	:	8 July 2015
Lender	:	M Success Finance Limited, a wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance
Borrower	:	Brilliant One Holdings Limited  To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the Borrower and its ultimate beneficial owners is an Independent Third Party
Security	:	A first fixed legal charge over the Charged Shares
Surety	:	The Loan Facility is guaranteed by the Guarantors
Loan Facility amount	:	HK\$58,000,000
Term	:	Twelve months from the date of the Loan Agreement
Interest	:	12% per annum, interest shall be computed on daily basis, payable semi-annually
Repayment	:	Upon expiration of the term, the Borrower must fully repay to the Lender the Loan together with all interests as accrued thereof

### **FUNDING OF THE LOAN FACILITY**

The Group will finance the Loan Facility with its internal resources.

### **THE SHARE CHARGE**

Simultaneously upon the entering into the Loan Agreement, the Borrower also executed the Share Charge in favour of the Lender to charge the Charged Shares to the Lender as security for the payment obligations and liabilities of the Borrower and the Guarantors arising from or under the Loan Agreement and the Security Documents. The Share Charge shall be released upon full settlement of all the payment obligations and liabilities arising from or under the Loan Agreement and the Security Documents.

Pursuant to the Share Charge, during the term of which the Loan is outstanding, the Borrower shall ensure that the Loan to value ratio (the “**Loan-to-value Ratio**”) of Charged Shares (with referencing to the closing price of the charged equity securities as quoted on the Stock Exchange) shall be not more than 65%. If the Borrower fails to maintain the Loan-to-value Ratio at 65% or below for five consecutive trading days, the Borrower shall, at the request of the Lender, either pledge additional Charged Shares to the Lender or deposit cash to the Lender as security to restore the Loan-to-value Ratio. Any cash deposited by the Borrower to Lender as security should be returned in full (without interest) to the Borrower upon full repayment of the Loan by the Borrower.

#### **THE PERSONAL GUARANTEE**

Simultaneously upon the entering into the Loan Agreement, the Guarantors also executed the Guarantee in favour of the Lender, to jointly and severally unconditionally and irrevocably guarantee, as a continuing obligation, the due and punctual payment and performance of the Borrower’s payment obligation under the Loan Agreement and the Security Documents and the due and punctual performance and observance by Borrower of all of its other obligations contained in the Loan Agreement or any Security Document to which it is a party and if Borrower fails to pay any amount of the Loan when due the Guarantors shall pay such amount to the Lender forthwith upon receiving the Lender’s first written demand.

#### **INFORMATION ON THE DEBTOR GROUP**

The Borrower is a company incorporated in the British Virgin Islands, the controlling shareholder (as defined in the GEM Listing Rules) of a company incorporated under the laws of the Cayman Islands, the issued shares of which are listed on GEM. As at the date hereof, the Borrower is the beneficial owner of the Charged Shares. The Borrower is ultimately wholly-owned by the Guarantors.

Mr. Ip Kwok Kwong and Mr. Wong Chi Keung, the Guarantors, are the directors and the ultimate beneficial owners of the Borrower.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of the Borrower and the Guarantors is an Independent Third Party and not connected with the Company.

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

The principal activity of the Company is investment holding. The major activities of the Group are currently provision of valuation and advisory services and financing services in Hong Kong. The Lender is an indirect wholly-owned subsidiary of the Company and is licensed to conduct money lending business in Hong Kong through the provision of unsecured and secured loans to customers under the provisions of the Money Lenders Ordinance.

## **REASONS FOR AND BENEFITS OF THE PROVISION OF THE LOAN**

The terms of the Loan Agreement were negotiated on an arm's length basis between the Lender and the Borrower. The Directors consider that the granting of the Loan Facility is a financial assistance provided by the Company within the meaning of the GEM Listing Rules. The Directors are of the view that the terms of the Loan Agreement were entered into on normal commercial terms based on the Group's credit policy. The Group has taken into account the market value of the Charged Shares. Besides, the Group has also assessed and found satisfactory on the financial background of the Guarantors. Based on the foregoing and a stable revenue and cashflow stream from the interest income being expected, the Directors consider that the terms of the Loan Agreement are fair and reasonable and the entering into of the Loan Agreement is in the interests of the Company and the Shareholders as a whole.

## **GEM LISTING RULES IMPLICATIONS**

As all the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the grant of the Loan Facility exceeds 5% but all the percentage ratios are less than 25%, the grant 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.

As the amount of the financial assistance granted to the Borrower exceeds 8% under the assets ratio as defined under Rule 17.15 of the GEM Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 17.17 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”	Brilliant One Holdings Limited, a company incorporated in the British Virgin Islands, the controlling shareholder (as defined in the GEM Listing Rules) of a company incorporated under the laws of the Cayman Islands, the issued shares of which are listed on GEM
“Charged Shares”	310,850,000 shares in a company incorporated under the laws of the Cayman Islands, the issued shares of which are listed on GEM and which are legally and beneficially owned by the Borrower
“Company”	Roma Group Limited, an exempted company incorporated under the laws of the Cayman Islands, the issued Shares of which are listed on GEM
“Directors”	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
“Guarantee”	the guarantee dated 8 July 2015 executed by the Guarantors in favour of the Lender as surety for the performance of the Borrower’s obligations hereunder and all documents ancillary to be or derived from any of the Transaction Documents
“Guarantors”	Ip Kwok Kwong and Wong Chi Keung, the ultimate beneficial owners of the Borrower
“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(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”	M Success Finance Limited, an indirect wholly-owned subsidiary of the Company, being the lender under the Loan Agreement
“Loan”	the actual amount of loan drawn under the Loan Facility up to the maximum loan amount of HK\$58,000,000
“Loan Agreement”	the loan agreement dated 8 July 2015 entered into between the Lender and the Borrower in respect of the Loan Facility
“Loan Facility”	a loan facility of HK\$58,000,000 granted by the Lender to the Borrower pursuant to the Loan Agreement
“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

“Security Documents”	the Guarantee, the Share Charge and such documents as may have been or may hereafter be executed by the Borrower or any other person in favour of the Lender as security for the performance of the Borrower’s obligations hereunder and all documents ancillary to or derived from any of them
“Share(s)”	share(s) of HK\$0.016 each in the capital of the Company
“Share Charge”	the share charge dated 8 July 2015 executed by the Borrower in favour of the Lender pursuant to which the Borrower shall create a first fixed charge over the Charged Shares and including any supplement or amendment made from time to time, such Share Charge shall be in form and substance to the satisfaction of the Lender and the Borrower
“Shareholders”	holders of the issued Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By Order of the Board  
**Roma Group Limited**  
**Yue Kwai Wa Ken**  
*Executive Director and Company Secretary*

Hong Kong, 8 July 2015

*As at the date of this announcement, the executive Directors are Mr. Luk, Kee Yan Kelvin and Mr. Yue, Kwai Wa Ken, and the independent non-executive Directors are Mr. Chan, Ka Kit, Mr. Ko, Wai Lun Warren and Mr. Lou, Ming.*

*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 Company’s website at [www.romagroup.com](http://www.romagroup.com).*