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DISCLOSEABLE TRANSACTION PROVISION OF MORTGAGE LOAN

PROVISION OF MORTGAGE LOAN

On 27 May 2022, Legend Credit, an indirect wholly-owned subsidiary of the Company, entered into the Mortgage Loan Agreement with the Borrower, the Mortgagor and the Guarantor, pursuant to which Legend Credit agreed to lend to the Borrower the Loan in the principal amount of HK\$22,000,000 at an effective interest rate of 9% per annum for a repayment term of 12 months.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Loan exceeds 5% but is less than 25%, the grant of the Loan constitutes a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

BACKGROUND

On 27 May 2022, Legend Credit, an indirect wholly-owned subsidiary of the Company, entered into the Mortgage Loan Agreement with the Borrower, the Mortgagor and the Guarantor, pursuant to which Legend Credit agreed to lend to the Borrower the Loan in the principal amount of HK\$22,000,000 at an effective interest rate of 9% per annum for a repayment term of 12 months.

PRINCIPAL TERMS OF THE MORTGAGE LOAN AGREEMENT

The principal terms of the Mortgage Loan Agreement are summarised below:

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|-------------------------|---|---|
| Date | : | 27 May 2022 |
| Lender | : | Legend Credit, an indirect wholly-owned subsidiary of the Company |
| Borrower | : | the Borrower |
| Mortgagor | : | the Mortgagor |
| Guarantor | : | the Guarantor |
| Loan | : | in the principal amount of HK\$22,000,000 |
| Effective interest rate | : | 9% per annum |
| Drawdown date | : | 31 May 2022 |
| Maturity date | : | 31 May 2023 |
| Repayment term | : | The Loan shall be repaid in 12 successive monthly instalments. The Borrower shall repay the interests on a monthly basis with the principal amount to be repaid at loan maturity. |
| Repayment date | : | The date in each calendar month (subsequent to the calendar month of drawdown) that numerically corresponds to the drawdown date, or (if there is no such date in a calendar month) the last day of the calendar month. If any repayment date falls on a Saturday, Sunday or public holiday, payment shall be made on the next business day. |
| Early repayment | : | The Borrower may repay the principal amount of the Loan and all accrued interest in full or partially ahead of the maturity date of the Loan by giving at least one month's prior written notice to Legend Credit. If full or partial prepayment is made by the Borrower before the due date of the 6th instalment, the Borrower shall pay a sum equivalent to 1% of the prepaid amount as early repayment fee to Legend Credit together with the said prepayment. |
| Default rate | : | 14% per annum on a day-to-day basis on any sum which is not paid when due. |
| Security | : | A first legal charge/Mortgage in respect of a residential property located in Tseung Kwan O, Hong Kong with a valuation of approximately HK\$30,000,000 conducted by an independent property valuer on 13 April 2022 engaged by the Company. |

REASONS FOR AND THE BENEFIT OF THE MORTGAGE LOAN AGREEMENT

The provision of the Loan was a transaction carried out as part of the ordinary and usual course of business activities of the Group. The terms of the Mortgage Loan Agreement (including but not limited to the interest rate) were arrived at by the parties after arm's length negotiations, with reference to the prevailing commercial practice, the security provided and the amount of the Loan. The Loan will be funded by internal resources of the Group.

The grant of the Loan was made based on the Company's credit assessments on the financial strength and repayment ability of the Borrower and the security provided by the Borrower. After having taken into account the factors as mentioned above, the Company considers that the credit risks of granting the Loan to the Borrower are relatively low. The grant of the Loan will provide additional interest income to the Group.

The Directors consider that the terms of the Mortgage Loan Agreement are on normal commercial terms and are fair and reasonable and the entering into of the Mortgage Loan Agreement is in the interests of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Loan exceeds 5% but is less than 25%, the grant of the Loan constitutes a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

GENERAL INFORMATION

Information on the Group and Legend Credit

The Company is an investment holding company and the principal business activities of the Group are the provision of property agency services in respect of commercial and industrial properties and shops, properties investment, credit business and securities investment in Hong Kong.

Legend Credit, an indirect wholly-owned subsidiary of the Company, is a limited liability company incorporated under the laws of Hong Kong and is a licensed money lender under the Money Lenders Ordinance and its principal business is money lending.

Information on the Borrower, the Mortgagor and the Guarantor

The Borrower, who is also the Mortgagor, is an individual who principally engages in the provision of human resources services. The Borrower is the purchaser of the property mortgaged to Legend Credit as security of the Loan. The completion of purchase of such property shall take place on the drawdown date of the Loan.

The Guarantor is an individual and the spouse of the Borrower, who principally engages in the investment industry. The Guarantor agreed to guarantee to Legend Credit the due observance and performance of the Borrower under the Mortgage Loan Agreement.

To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, each of the Borrower, the Mortgagor and the Guarantor is an Independent Third Party.

DEFINITIONS

The following expressions in this announcement have the meanings set out below unless the context requires otherwise:

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| “Board” | the board of Directors |
| “Borrower” | Ms. YANG Jing, the borrower under the Mortgage Loan Agreement, being an Independent Third Party |
| “Company” | Midland IC&I Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 459) |
| “Directors” | the directors of the Company |
| “Group” | the Company and its subsidiaries |
| “Guarantor” | Mr. SUN Yu, the guarantor under the Mortgage Loan Agreement, being an Independent Third Party |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong |
| “Hong Kong” | the Hong Kong Special Administrative Region of the PRC |
| “Independent Third Party(ies)” | person(s) or company(ies) which is/are third party(ies) independent of and not connected with the Company and its connected persons (as defined in the Listing Rules) |
| “Legend Credit” | Legend Credit Limited, a limited liability company incorporated under the laws of Hong Kong and is a licensed money lender under the Money Lenders Ordinance (Money Lender’s Licence No. 0187/2022) and an indirect wholly-owned subsidiary of the Company |

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| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “Loan” | the mortgage loan in the principal amount of HK\$22,000,000 granted by Legend Credit to the Borrower pursuant to the Mortgage Loan Agreement |
| “Money Lenders Ordinance” | the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) |
| “Mortgage” | the mortgage created by the Mortgagor in favour of Legend Credit over the property to secure the obligations of the Borrower under the Mortgage Loan Agreement |
| “Mortgage Loan Agreement” | the mortgage loan agreement dated 27 May 2022 entered into among Legend Credit, the Borrower, the Mortgagor and the Guarantor |
| “Mortgagor” | the Borrower, the mortgagor under the Mortgage Loan Agreement, being the purchaser of the property secured under the Mortgage |
| “PRC” | the People’s Republic of China which, for the sole purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “%” | per cent. |

By Order of the Board
Midland IC&I Limited
MUI Ngar May, Joel
Company Secretary

Hong Kong, 27 May 2022

As at the date of this announcement, the Board comprises eight Directors, of which four are Executive Directors, namely Mr. WONG Kin Yip, Freddie, Ms. WONG Ching Yi, Angela, Mr. LO Chin Ho, Tony and Mr. WONG Alexander Yiu Ming; and four are Independent Non-Executive Directors, namely Mr. SHA Pau, Eric, Mr. HO Kwan Tat, Ted, Mr. WONG Chung Kwong and Mr. LI Wai Keung.