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Legend Upstar Holdings Limited
駿 聯 控 股 有 限 公 司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 459)

MAJOR TRANSACTION PROVISION OF MORTGAGE LOAN

PROVISION OF MORTGAGE LOAN

On 2 November 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\$52,000,000 at an effective interest rate of 8.5% per annum for a repayment term of 10 months.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the amount of the Loan exceeds 25% but all are less than 100% under Rule 14.07 of the Listing Rules, the Loan Transaction constitutes a major transaction of the Company and is therefore subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

WRITTEN SHAREHOLDER'S APPROVAL

To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, no Shareholder has any material interest in the Loan Transaction and accordingly no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the Loan Transaction. The Company has obtained the written approval for the Loan Transaction from Wealth Builder Holdings Limited, the controlling Shareholder holding 1,016,873,428 Shares as at the date of this announcement (representing approximately 56.33% of the issued share capital of the Company) carrying rights to vote at a general meeting of the Company, and such written approval is accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. As such, no general meeting of the Company will be convened to approve the Loan Transaction.

A circular containing, among other things, details of the Loan Transaction is expected to be despatched to the Shareholders for information purpose only on or before 23 November 2022 in accordance with the Listing Rules.

BACKGROUND

On 2 November 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\$52,000,000 at an effective interest rate of 8.5% per annum for a repayment term of 10 months.

PRINCIPAL TERMS OF THE MORTGAGE LOAN AGREEMENT

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

Date	:	2 November 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\$52,000,000
Effective interest rate	:	8.5% per annum
Drawdown date	:	2 November 2022
Maturity date	:	2 September 2023
Repayment term	:	The Loan shall be repaid in 10 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 prior written notice to Legend Credit.
Default rate	:	8.5% 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 and two car parking spaces located in Ho Man Tin, Hong Kong with an aggregate valuation of approximately HK\$72,000,000 conducted by an independent property valuer on 10 August 2022 engaged by the Company.

REASONS FOR AND BENEFITS OF ENTERING INTO 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 securities 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 securities 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 the Shareholders as a whole.

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To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, no Shareholder has any material interest in the Loan Transaction and accordingly no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the Loan Transaction. The Company has obtained the written approval for the Loan Transaction from Wealth Builder Holdings Limited, the controlling Shareholder holding 1,016,873,428 Shares as at the date of this announcement (representing approximately 56.33% of the issued share capital of the Company) carrying rights to vote at a general meeting of the Company, and such written approval is accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. As such, no general meeting of the Company will be convened to approve the Loan Transaction.

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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 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 medical care services. The Borrower is the sole owner of the properties mortgaged to Legend Credit as securities of the Loan. The Borrower is our previous customer with no default record.

The Guarantor is an individual who principally engages in the provision of medical care services. 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:

“Board”	the board of Directors
“Borrower”	Ms. LO Pui Ki, the borrower under the Mortgage Loan Agreement, being an Independent Third Party
“Company”	Legend Upstar Holdings 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. IP Shing Fai, 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 which 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
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	the mortgage loan in the principal amount of HK\$52,000,000 granted by Legend Credit to the Borrower pursuant to the Mortgage Loan Agreement
“Loan Transaction”	the grant of the Loan under 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 properties to secure the obligations of the Borrower under the Mortgage Loan Agreement
“Mortgage Loan Agreement”	the mortgage loan agreement dated 2 November 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 sole owner of the properties 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 Administration Region of the PRC and Taiwan
“Share(s)”	ordinary share(s) of nominal value of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By Order of the Board
Legend Upstar Holdings Limited
MUI Ngar May, Joel
Company Secretary

Hong Kong, 2 November 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.