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G·PROP
(HOLDINGS) LIMITED

G-PROP (HOLDINGS) LIMITED

金匡企業有限公司*

(Incorporated in Bermuda with limited liability)

(Stock code: 286)

ANNOUNCEMENT

INSIDE INFORMATION

This announcement is made by G-Prop (Holdings) Limited (the “Company”, together with its subsidiaries, the “Group”) pursuant to Rule 13.09 of Rule Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “Listing Rules”) and Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of Laws of Hong Kong).

The board of directors of the Company (the “Board”) is pleased to announce that 23 June 2013, three loan agreements (the “Loan Agreement(s)”) were entered into between G-Prop Services Limited (“G-Prop Services”), an indirect wholly-owned subsidiary of the Company as lender (the “Lender”), and three parties (each party, the “Borrower” or collectively, the “Borrowers”) as borrowers. Pursuant to the Loan Agreements, G-Prop Services has agreed to grant unsecured loans in aggregate amount of HK\$ 20,000,000 to the Borrowers.

THE LOAN AGREEMENT I

Date : 23 June 2013
Lender : G-Prop Services
Borrower : Customer A, a nature person and merchant
Principal : HK\$6,000,000
Interest rate : 9% per annum
Security : Nil
Term : 7 months commencing from a date on which all conditions precedent of the Loan Agreement are fulfilled or waived
Repayment : Customer A shall pay interest for whole term of the loan within 7 days after the loan drawdown in advance and repay the principal amount at loan maturity or by giving prior 7 business days written notices of the Lender or the Borrower for demand the earlier repayment of the loan
Purpose : For business use

THE LOAN AGREEMENT II

Date : 23 June 2013
Lender : G-Prop Services
Borrower : Customer B, a nature person and merchant
Principal : HK\$7,000,000
Interest rate : 9% per annum
Security : Nil
Term : 7 months commencing from a date on which all conditions precedent of the Loan Agreement are fulfilled or waived
Repayment : Customer B shall pay interest for whole term of the loan within 7 days after the loan drawdown in advance and repay the principal amount at loan maturity or by giving prior 7 business days written notices of the Lender or the Borrower for demand the earlier repayment of the loan
Purpose : For business use

THE LOAN AGREEMENT III

Date	:	23 June 2013
Lender	:	G-Prop Services
Borrower	:	Customer C, a nature person and merchant
Principal	:	HK\$7,000,000
Interest rate	:	9% per annum
Security	:	Nil
Term	:	7 months commencing from a date on which all conditions precedent of the Loan Agreement are fulfilled or waived
Repayment	:	Customer C shall pay interest for whole term of the loan within 7 days after the loan drawdown in advance and repay the principal amount at loan maturity or by giving prior 7 business days written notices of the Lender or the Borrower for demand the earlier repayment of the loan
Purpose	:	For business use

FUNDING OF THE LOANS

The Group will finance the loans with its internal resources.

INFORMATION ON THE COMPANY AND THE LENDER

The Company and the Group are principally engaged in investment and finance, and property investment.

The Lender is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company. The Lender is a registered money lender holding valid money lenders licence under the Money Lenders Ordinance (Cap.163, Laws of Hong Kong) and is principally engaged in the business of money lending services and investment and finance.

INFORMATION ON THE BORROWERS

To the best of the knowledge, information and belief of the directors of the Company, having made all reasonable enquiries, each Borrower is third party independent of each other and the Borrowers under the Loan Agreements together and their respective ultimate

beneficial owners are third parties independent of the Company and not the connected persons of the Company.

REASON FOR THE LOANS

The Lender is a licensed money lender. The provision of the loans is a transaction carried out as part of the ordinary and usual course of business activities of the Lender and will provide interest income to the Lender, which can enhance the income of the Group.

The Directors consider that the transactions contemplated under the Loan Agreements are on normal commercial terms and the terms of the Loan Agreements are fair and reasonable and are in the interests of the Group and the Company's shareholders as a whole.

Since the Borrowers are not associated with each other and therefore the transactions contemplated under the Loan Agreements are not subject to aggregation under Rule 14.22 of the Listing Rules.

As all the applicable percentage ratios in respect of the transactions contemplated under each Loan Agreement are below 5%, they do not constitute notifiable transactions of the Company and are therefore not subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

By Order of the Board
G-Prop (Holdings) Limited
Wong Yuet Ying
Company Secretary

Hong Kong, 24 June 2013

As at the date of this announcement, the Board comprises Mr. Cheung Wai Kuen and Mr. Cheng Hau Yan as executive Directors of the Company; Mr. Lin Jiang as non-executive Director of the Company; and Mr. Huang Liang, Mr. Mai Yang Guang and Mr. Yau Chi Ming as independent non-executive Directors of the Company.

The website of the Company is at www.g-prop.com.hk