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STYLAND HOLDINGS LIMITED

大凌集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 211)

(Warrant Code: 2403)

DISCLOSEABLE TRANSACTIONS REGARDING PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 16 September 2024, the Loan Agreement was entered into between the Lender and the Borrowers. Pursuant to the Loan Agreement, the Lender has agreed to grant a loan to the Borrowers for a principal amount of HK\$4,600,000 for one-year term. Prior to the entering into of the Loan Agreement, the Lender and the Borrowers entered into the Previous Loan Agreements for the grant of two loans in an aggregate principal amount of HK\$5,000,000.

LISTING RULES IMPLICATIONS

As the Loan Agreement and the Previous Loan Agreements were both entered into by the Lender and the Borrowers within twelve months, the Loan Agreement was aggregated with the Previous Loan Agreements. As the applicable percentage ratios (as defined in the Listing Rules) in respect of the Loan Agreement and the Previous Loan Agreements as aggregated exceed 5% but are less than 25%, such transactions when aggregated constitute discloseable transactions for the Company under Chapter 14 of the Listing Rules and are subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

* *For identification purpose only*

DISCLOSEABLE TRANSACTIONS REGARDING PROVISION OF FINANCIAL ASSISTANCE

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THE LOAN AGREEMENT

The principal terms and conditions of the Loan Agreement are as follows:

Loan Agreement

- Date: 16 September 2024
- Lender: Lender
- Borrower: Borrower A, Borrower B and Borrower C
- Principal loan amount: HK\$4,600,000
- Term: 12 months commencing from the date of the Loan Agreement
- Interest rate: 1.0% per month
- Repayment: Borrower A, Borrower B and Borrower C shall pay the interest on a monthly basis and repay the outstanding principal loan amount in full on the maturity date
- Security: The loan is secured by an all-money legal charge on a residential property in Hong Kong, with valuation conducted by an independent property valuer in Hong Kong with the amount of approximately HK\$6,800,000 as at the date of the Loan Agreement

Prior to the entering into of the Loan Agreement, the Lender and the Borrowers entered into the Previous Loan Agreements for the grant of two loans in an aggregate principal amount of HK\$5,000,000.

THE PREVIOUS LOAN AGREEMENTS

The principal terms and conditions of each of the Previous Loan Agreements are as follows:

Previous Loan Agreement A

- Date: 21 February 2024
- Lender: Lender
- Borrower: Borrower A and Borrower B
- Principal loan amount: HK\$500,000
- Term: 6 months commencing from the date of the Previous Loan Agreement A
- Interest rate: 1.5% per month
- Repayment: Borrower A and Borrower B shall pay the interest on a monthly basis and repay the outstanding principal loan amount in full on the maturity date
- Security: The loan is secured by an all-money legal charge on a residential property in Hong Kong, with valuation conducted by an independent property valuer in Hong Kong with the amount of approximately HK\$6,800,000 as at the date of the Previous Loan Agreement A

Previous Loan Agreement B

Date: 20 March 2024

Lender: Lender

Borrower: Borrower A, Borrower B and Borrower C

Principal loan amount: HK\$4,500,000

Term: 6 months commencing from the date of the Previous Loan Agreement B

Interest rate: 2.0% per month for the first month of the loan term and 1.0% per month for the second to sixth month of the loan term

Repayment: Borrower A, Borrower B and Borrower C shall pay the interest on a monthly basis and repay the outstanding principal loan amount in full on the maturity date

Security: The loan is secured by an all-money legal charge on a residential property in Hong Kong with valuation conducted by an independent property valuer in Hong Kong with the amount of approximately HK\$6,800,000 as at the date of the Previous Loan Agreement B

INFORMATION ON THE BORROWERS

Borrower A is an individual and an Independent Third Party. He is a Hong Kong resident, spouse of Borrower B and father of Borrower C.

Borrower B is an individual and an Independent Third Party. She is a Hong Kong resident, spouse of Borrower A and mother of Borrower C.

Borrower C is an individual and an Independent Third Party. He is a Hong Kong resident and son of Borrower A and Borrower B.

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

INFORMATION ON THE GROUP AND THE LENDER

The Company is an investment holding company. The principal activities of its subsidiaries are provision of financial services, mortgage financing, insurance brokerage, property development and investment, and securities trading.

The Lender, an indirect wholly-owned subsidiary of the Company, is a company incorporated in Hong Kong with limited liability, and is principally engaged in money lending business.

REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN AGREEMENT

The Directors consider that the provision of the loans by the Lender is in the ordinary and usual course of the Group's money lending business. The terms (including the interest rate) of the Loan Agreement were arrived at by the parties after arm's length negotiations with reference to the prevailing market interest rates and practices.

Having considered the financial background of the Borrowers and the terms of the Loan Agreement including the security provided and the interest income to be received by the Group, the Directors consider that the terms of the Loan Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the Loan Agreement and the Previous Loan Agreements were both entered into by the Lender, Borrower A, Borrower B and Borrower C within twelve months, the Loan Agreement was aggregated with the Previous Loan Agreements. As the applicable percentage ratios (as defined in the Listing Rules) in respect of the Loan Agreement and the Previous Loan Agreements as aggregated exceed 5% but are less than 25%, such transactions when aggregated constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Board”	the board of Directors
“Borrower A”	Ho Yee Chai, an individual and an Independent Third Party
“Borrower B”	Shek Kam Mui, an individual and an Independent Third Party
“Borrower C”	Ho Ping Sang, an individual and an Independent Third Party
“Borrowers”	collectively, Borrower A, Borrower B and Borrower C
“Company”	Styland Holdings Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Stock Exchange (stock code: 211)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“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”	a third party independent of the Company and the connected persons of the Company
“Lender”	Ever-Long Finance Limited, a company incorporated in Hong Kong with limited liability, which is a wholly-owned subsidiary of the Company
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement”	the loan agreement dated 16 September 2024 entered into between the Lender and the Borrowers

“Previous Loan Agreement A”	the loan agreement dated 21 February 2024 entered into between the Lender, Borrower A and Borrower B
“Previous Loan Agreement B”	the loan agreement dated 20 March 2024 entered into between the Lender, Borrower A, Borrower B and Borrower C
“Previous Loan Agreements”	collectively, the Previous Loan Agreement A and the Previous Loan Agreement B
“Shareholder(s)”	holder(s) of the Share(s)
“Share(s)”	ordinary share(s) of HK\$0.1 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the same meaning ascribed to it under the Listing Rules
“%”	per cent

By order of the Board
Styland Holdings Limited
Ng Yiu Chuen
Executive Director

Hong Kong, 16 September 2024

As at the date of this announcement, the executive Directors of the Company are Mr. Cheung Hoo Win and Mr. Ng Yiu Chuen, and the independent non-executive Directors are Mr. Li Hancheng, Mr. Lo Tsz Fung Philip and Ms. Ling Sui Ngor.