NEWAY GROUP HOLDINGS LIMITED
中星集團控股有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 00055)

DISCLOSEABLE TRANSACTION – PROVISION OF NEW LOAN

THE NEW LOAN AGREEMENT

The Board announces that on 12 March 2026, the Lender, a wholly-owned subsidiary of the Company, entered into the New Loan Agreement with the Borrower, the Mortgagor and the Guarantor. Pursuant to the New Loan Agreement, the Lender agreed to grant to the Borrower the New Loan in the principal amount of HK$8,000,000 for a repayment term of 12 months.

Prior to the entering into the New Loan Agreement, the Lender has entered into the Previous Loan Agreement to grant to the Borrower the Previous Loan in the principal amount of HK$5,000,000. The proceeds of the New Loan is partially utilised for the full settlement of the outstanding principal balance of the Previous Loan. Further details of the Previous Loan Agreement have been set out in the Company's announcement dated 14 April 2025.

* *For identification purpose only*

IMPLICATIONS UNDER THE LISTING RULES

As the New Loan is granted to the Borrower within 12 months from the grant of the Previous Loan to the Borrower, the provision of the New Loan is aggregated with the Previous Loan in calculating the applicable percentage ratios (as defined under the Listing Rules). As the highest applicable percentage ratio in respect of the provision of the New Loan, and when aggregated with the Previous Loan, exceeds 5% but is less than 25%, the provision of the New Loan constitutes a discloseable transaction for the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

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Summarised below are the principal terms of the New Loan Agreement:

Date	:	12 March 2026.

Parties	:	(1) Grand Prospects Finance International Limited (華泰財務國際有限公司), being a wholly-owned subsidiary of the Company, incorporated in Hong Kong with limited liability and a licensed money lender under the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong) principally engaging in money lending business ("**the Lender**"); (2) Fran Vick And Company Limited, as Borrower and Mortgagor; and (3) Mr. Wong Yuet Leung (also known as Mr. Wong Yuet Leung, Frankie) (黃月良先生), as Guarantor.
Principal amount	:	HK$8,000,000.
Drawdown date	:	13 March 2026.
Term	:	12 months.
Maturity Date	:	12 March 2027.
Interest rate	:	1.5% per month (equivalent to 18% per annum).
Repayment	:	The Borrower shall repay the interest on the principal in 12 monthly instalments and the principal amount at loan maturity. The Lender shall have a right to demand immediate repayment of the New Loan and the interest accrued thereon and to enforce the security upon occurrence of an event of default (as defined in the New Loan Agreement).

Early repayment	:	The Borrower may, by giving not less than one month's prior written notice to the Lender, repay before the maturity date all or part of the New Loan in accordance with the terms of the New Loan Agreement.
Security	:	A second mortgage in respect of a residential property and a car parking space located at Tregunter Path, Mid-Levels, Central, Hong Kong, the valuation of which, as conducted by an independent property valuer on 26 February 2026, was HK$40,050,000.

FUNDING OF THE NEW LOAN

The New Loan granted under the New Loan Agreement to the Borrower will be funded by the internal resources of the Group.

INFORMATION ON THE CREDIT RISK RELATING TO THE NEW LOAN

The grant of the New Loan is collateralised. The collaterals provided by the Borrower for the New Loan are sufficient as the loan-to-value ratio of the mortgaged property for the New Loan is approximately 47.91% (loan-to-value ratio of a first mortgage to another independent mortgagee is approximately 27.93%, loan-to-value ratio of a second mortgage to the Lender is approximately 19.98%) based on the value of the mortgaged property for the New Loan as determined by an independent property valuer on 26 February 2026.

The advance in respect of the New Loan was also made on the basis of the Company's credit assessments made on (i) the collaterals provided by the Borrower, which are at the prime site in Hong Kong; and (ii) the relatively short-term nature of the advance. After having taken into account the factors as disclosed above in assessing the risks of the advance, the Company considers that the risks involved in the advance to the Borrower are relatively low.

INFORMATION OF THE BORROWER AND GUARANTOR

Borrower is a company incorporated in Hong Kong engaging in the property investment and provision of consulting services.

Guarantor is an individual who is a merchant and is a director of Borrower.

Borrower is directly and wholly-owned by Guarantor and Ms. Wong Choi Har, Vicki（王彩霞女士）who is the wife of the Guarantor and also a director of the Borrower.

The Borrower is a repeated customer of the Company and was approached by the Group through its network.

To the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, Borrower and Guarantor are the Independent Third Parties and not connected with the Group.

REASONS FOR AND BENEFITS OF THE PROVISION OF NEW LOAN

The Group is principally engaged in (i) money lending; (ii) manufacturing and sales of printing and other products; (iii) artistes management, production and distribution of music albums as well as concert and event management and investment; (iv) property development; (v) property investment; (vi) securities trading; and (vii) trading of printing and other products.

The Directors consider that the provision of the New Loan 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 New 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 results of due diligence on the financial background of the Borrower and the Guarantor, the security provided and the interest income to be received by the Group, and the Borrower is a repeated customer with satisfactory repayment history, the Directors consider that the terms of the New 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.

IMPLICATIONS UNDER THE LISTING RULES

As the New Loan is granted to the Borrower within 12 months from the grant of the Previous Loan to the Borrower, the provision of the New Loan is aggregated with the Previous Loan in calculating the applicable percentage ratios (as defined under the Listing Rules). As the highest applicable percentage ratio in respect of the provision of the New Loan, and when aggregated with the Previous Loan, exceeds 5% but is less than 25%, the provision of the New Loan constitutes a discloseable transaction for the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

Unless otherwise specified, the following terms have the following meanings in this announcement:

"Board"	the board of Directors
"Borrower"	Fran Vick And Company Limited, a company incorporated in Hong Kong with limited liability, is the Borrower under the New Loan Agreement, who is also the Mortgagor, being an Independent Third Party
"Company"	Neway Group Holdings Limited, a company incorporated in Bermuda with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange
"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

"Guarantor"	Mr. Wong Yuet Leung (also known as Mr. Wong Yuet Leung, Frankie)（黃月良先生）, the Guarantor under the New 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 People's Republic of China
"Independent Third Party(ies)"	third party(ies) who is/are independent of the Company and its connected person(s) (as defined in the Listing Rules)
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mortgagor"	the Borrower
"New Loan"	a new loan in the principal amount of HK$8,000,000 granted by the Lender to the Borrower pursuant to the New Loan Agreement
"New Loan Agreement"	the new loan agreement dated 12 March 2026 entered into among the Lender, the Borrower, the Mortgagor and the Guarantor in respect of the New Loan
"Previous Loan"	a previous loan in the principal amount of HK$5,000,000 granted by the Lender to the Borrower pursuant to the Previous Loan Agreement
"Previous Loan Agreement"	the previous Loan agreement dated 14 April 2025 entered into among the Lender, the Borrower, the Mortgagor and the Guarantor in respect of the Previous Loan

"Shareholders"	holders of shares of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	per cent

On behalf of the Board
Neway Group Holdings Limited
Suek Ka Lun, Ernie
Chairman and Chief Executive Officer

Hong Kong, 12 March 2026

As at the date of this announcement, the Board comprises Mr. Suek Ka Lun, Ernie (Chairman and Chief Executive Officer) and Mr. Suek Chai Hong being the executive Directors; Dr. Ng Wai Kwan, Mr. Chan Kwing Choi, Warren and Mr. Wong Sun Fat being the non-executive Directors; and Mr. Lee Kwok Wan, Mr. Chu Gun Pui and Ms. Sin Chui Pik, Christine being the independent non-executive Directors.