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Renco Holdings Group Limited
融科控股集團有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 2323)

**INSIDE INFORMATION AND
DISCLOSURE PURSUANT TO RULES 13.09 AND
13.19 OF THE LISTING RULES**

This announcement is made by Renco Holdings Group Limited (the “**Company**”, together with its subsidiaries as the “**Group**”) pursuant to Rules 13.09 and 13.19 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

THE 2019 LOAN AGREEMENT

The Company received two letters both dated 24 January 2025 (collectively, the “**2019 Demand Letters**”) and issued by Tian Yuan Investment Holding Co. Limited (“**Tian Yuan**”), a company incorporated in the British Virgin Islands with limited liability, which was addressed to Power Tiger Investments Limited (“**Power Tiger**”), being a wholly-owned subsidiary of the Company, and the Company as the guarantor, respectively. The 2019 Demand Letters were issued in relation to a loan agreement dated 30 September 2019 (the “**2019 Loan Agreement**”) between Tian Yuan as the lender and Power Tiger as the borrower for a term loan facility in the principal amount of HK\$660,000,000 and a deed of guarantee dated 30 September 2019 (the “**2019 Guarantee**”) between the Company as the guarantor and Tian Yuan as the secured party in respect of the 2019 Loan Agreement.

It is stated in the 2019 Demand Letters that (among other things):

- (i) Power Tiger has failed to repay the principal amount of HK\$660,000,000 as well as all accrued interest payable under the 2019 Loan Agreement and as such, an event of default has occurred under the 2019 Loan Agreement;
- (ii) pursuant to the default interest provisions of the 2019 Loan Agreement, as at 22 January 2025, the outstanding sum owed by Power Tiger to Tian Yuan amounted to HK\$1,063,015,703.21, which comprised the principal amount of HK\$660,000,000, unpaid interest of 8% per annum in the amount of HK\$158,678,356.16 and default interest of 12.60% per annum in the amount of HK\$244,337,347.05;

- (iii) the Company as guarantor has unconditionally and irrevocably guaranteed to Tian Yuan the due and punctual payment and performance by Power Tiger, failing which the Company shall upon demand by Tian Yuan cause forthwith to be paid the guaranteed obligations to Tian Yuan;
- (iv) each of Power Tiger and the Company was demanded to make payment of such outstanding amount in full before 5:00 p.m. on 7 February 2025; and
- (v) all rights and remedies of Tian Yuan were expressly reserved.

The Company received a further letter dated 6 March 2025 (the “**2019 Default Notice**”) and issued by Tian Yuan, which was addressed to Power Tiger. The 2019 Default Notice was issued in relation to the 2019 Loan Agreement.

It is stated in the 2019 Default Notice that (among other things):

- (i) an event of default has occurred under the 2019 Loan Agreement and is continuing, and as at the date of the 2019 Default Notice, has not been waived;
- (ii) Tian Yuan has declared the loan under the 2019 Loan Agreement, accrued interest thereon and all other sums payable under the 2019 Loan Agreement to be immediately due and payable and such securities created under the security documents to the 2019 Loan Agreement have become enforceable and Tian Yuan may enforce such securities immediately or at such later time as it may in its absolute discretion determine and the 2019 Default Notice shall constitute an enforcement notice under the security documents to the 2019 Loan Agreement; and
- (iii) Tian Yuan is entitled to demand all costs, charges and expenses incurred and all rights and remedies of Tian Yuan were expressly reserved.

THE 2020 LOAN AGREEMENT

The Company received a letter dated 24 January 2025 (the “**2020 Demand Letter**”) and issued by Tian Yuan, which was addressed to Power Tiger. The 2020 Demand Letter was issued in relation to a loan agreement between Tian Yuan as the lender and Power Tiger as the borrower in relation to a term loan facility in the principal amount of HK\$15,904,109.59 (the “**2020 Loan Agreement**”).

It is stated in the 2020 Demand Letter that (among other things):

- (i) Power Tiger has failed to repay the principal amount of HK\$15,904,109.59 as well as all accrued interest payable under the 2020 Loan Agreement and as such, an event of default has occurred under the 2020 Loan Agreement;
- (ii) pursuant to the default interest provisions of the 2020 Loan Agreement, as at 22 January 2025, the outstanding sum owed by Power Tiger to Tian Yuan amounted to HK\$20,028,302.99, which comprised the principal amount of HK\$15,904,109.59, unpaid interest of 3% per annum in the amount of HK\$1,432,677.05 and default interest of 12.60% per annum in the amount of HK\$2,691,516.35;

- (iii) Power Tiger was demanded to make payment of such outstanding amount in full before 5:00 p.m. on 7 February 2025; and
- (iv) all rights and remedies of Tian Yuan were expressly reserved.

The Company received a further letter dated 6 March 2025 (the “**2020 Default Notice**”) and issued by Tian Yuan, which was addressed to Power Tiger. The 2020 Default Notice was issued in relation to the 2020 Loan Agreement.

It is stated in the 2020 Default Notice that (among other things):

- (iv) an event of default has occurred under the 2020 Loan Agreement and is continuing, and as at the date of the 2020 Default Notice, has not been waived;
- (v) Tian Yuan has declared the loan under the 2020 Loan Agreement, accrued interest thereon and all other sums payable under the 2020 Loan Agreement to be immediately due and payable; and
- (vi) Tian Yuan is entitled to demand all costs, charges and expenses incurred and all rights and remedies of Tian Yuan were expressly reserved.

The directors (the “**Directors**”) of the board (the “**Board**”) of the Company are of the view that the Company will not be able to repay the outstanding amounts stipulated under the 2019 Demand Letter, the 2019 Default Notice, the 2020 Demand Letter and the 2020 Default Notice. The Company is currently assessing the impact on the Group in connection with the 2019 Demand Letter, the 2019 Default Notice, the 2020 Demand Letter and the 2020 Default Notice and is seeking professional advice, including but not limited to legal and financial advice, on the actions it may take in relation to the said letters received and the alleged outstanding sums pursuant thereto. The Group will negotiate with Tian Yuan on the possibility of extending the repayment date and other possible options.

Further announcement(s) will be made by the Company in compliance with the Listing Rules as and when appropriate or required.

Shareholders of the Company and potential investors should exercise caution when dealing in the shares of the Company.

By Order of the Board
Renco Holdings Group Limited
Leung Yiu Cho
Company Secretary

Hong Kong, 25 March 2025

As at the date of this announcement, the Board comprises Mr. Li Yongjun (chairman of the Board), Mr. Cheok Ho Fung (duties suspended), Ms. Xing Mengwei and Mr. Liu Chuan being executive Directors; and Mr. Lau Fai Lawrence, Mr. Mak Kwok Kei and Mr. Xu Xinwei being independent non-executive Directors.