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**G.A. HOLDINGS LIMITED**  
**G.A. 控股有限公司**

*(incorporated in the Cayman Islands with limited liability and carrying on business in Hong Kong under the trading name of German Automobiles International Limited)*

**(Stock Code: 8126)**

**VOLUNTARY ANNOUNCEMENT**  
**ENTERING INTO THE LOAN AGREEMENT**

Reference is made to the announcements of G.A. Holdings Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) dated 30 June 2025 and 3 July 2025 (the “**Announcements**”) in relation to, among other things, the Resumption Guidance issued by the Stock Exchange to the Company. Unless otherwise specified, capitalized terms used in this announcement shall have the same meaning as those defined in the Announcements.

This is a voluntary announcement made by the Company.

The board (the “**Board**”) of directors (the “**Directors**”) of the Company would like to announce that on 16 July 2025, German Automobiles Limited, a wholly owned subsidiary of the Company, as borrower (the “**Borrower**”), and Allied Profit Corporation Limited, as lender (the “**Lender**”), entered into a loan agreement (the “**Loan Agreement**”), pursuant to which the Lender has agreed to make available a term loan facility of up to HK\$3,000,000 to the Borrower (the “**Loan**”).

The principal terms of the Loan Agreement are summarised as follows:

**THE LOAN AGREEMENT**

<b>Date</b>	:	16 July 2025
<b>Lender</b>	:	Allied Profit Corporation Limited
<b>Borrower</b>	:	German Automobiles Limited
<b>Loan Amount</b>	:	Term loan facility of up to HK\$3,000,000

<b>Term of the Loan</b>	:	18 months from the date of the first drawing (the “ <b>Final Repayment Date</b> ”)
<b>Purpose of the Loan:</b>	:	Exclusively for the general working capital of the Borrower, and for no other purpose
<b>Interest rate</b>	:	Interest on the Loan of 1.8% per month shall accrue daily on the actual number of days in a 365-day year and be payable in arrears, with each interest period lasting six (6) months commencing from the loan drawdown date
<b>Prepayment and Repayment</b>	:	The Borrower may prepay the Loan in whole or in part, in minimum amounts of HK\$1,000,000, on any interest payment date starting six (6) months after the first drawing, by giving the Lender at least one (1) month’s prior written notice specifying the amount and date of prepayment. A prepayment fee is payable based on the timing of prepayment: three (3) months’ interest if prepaid between 6 and 9 months after the first drawing, two (2) months’ interest if between 9 and 12 months, and one (1) month’s interest if between 12 and 15 months. Prepayment notices are irrevocable, and prepaid amounts cannot be re-borrowed. The Borrower shall repay the Loan in full, together with accrued interest and all other amounts due, in one lump sum on the Final Repayment Date.
<b>Security</b>	:	It is a condition precedent under the Loan Agreement that the Loan is secured by: <ul style="list-style-type: none"> <li>(i) the Guarantee</li> <li>(ii) the Share Charge</li> <li>(iii) the Debenture</li> </ul>

To the best knowledge, information, and belief of the Directors, the Lender and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Rules Governing the Listing of Securities on GEM of the Stock Exchange of Hong Kong Limited (the “**GEM Listing Rules**”)).

## **THE GUARANTEE**

On 16 July 2025, in respect of the Loan Agreement, the Company entered into a corporate guarantee agreement with the Lender (the “**Corporate Guarantee**”). Pursuant to the Corporate Guarantee,

the Company shall provide a guarantee in favour of the Lender for the Borrower's liabilities under the Loan Agreement (including but not limited to the principal amount of the Loan, interest, damages, compensation, and fees incurred by the Lender in connection with any enforcement actions).

## **THE SHARE CHARGE**

On 16 July 2025, in connection with the Loan Agreement, the Company entered into a deed of share charge with the Lender (the “**Share Charge**”). Pursuant to the Share Charge, the Company shall, by way of a first fixed charge all its rights, title and interest, present and future, in and to the shares in the Borrower together with all dividends, distributions, and other rights attaching to or arising from such shares in favour of the lender to secure all obligations and liabilities of the Borrower under the Loan Agreement.

## **THE DEBENTURE**

On 16 July 2025, in connection with the Loan Agreement, the Borrower entered into a debenture with the Lender (the “**Debenture**”). Pursuant to the Debenture, the Borrower grants the Lender a floating charge over the charged accounts, as well as over all other present and future assets and undertakings of the Borrower, as continuing security for its obligations and liabilities under the Loan Agreement.

## **INFORMATION ON THE PARTIES**

### **The Group**

The Group is principally engaged in (i) sales of motor vehicles; (ii) servicing of motor vehicles and sales of auto parts; (iii) provision of car rental services; and (iv) leasing of motor vehicle servicing premises.

### **The Borrower**

The Borrower is a wholly-owned subsidiary of the Company, incorporated in Hong Kong. Its principal business activities include the trading of motor vehicles, provision of car rental services, and investment holding.

### **The Lender**

To the best knowledge, information, and belief of the Directors, the Lender and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the GEM Listing Rules).

## **REASONS FOR AND THE BENEFITS OF ENTERING INTO THE LOAN AGREEMENT**

By entering into the Loan Agreement, the Group aims to strengthen the working capital of the Borrower to support its core businesses, including expanding its car rental services. The Loan will also enable the Group to diversify its financing channels, replenish capital required for ongoing operations, and optimise its liability structure.

The terms of the Loan Agreement and the related security documents were determined after arm's length negotiations between the parties thereto, and the Board (including all independent non-executive Directors) considers that the terms of each of the Loan Agreement and the related security documents are fair and reasonable, on normal commercial terms, and in the interests of the Company and its shareholders as a whole.

The transactions contemplated under the Loan Agreement, the Corporate Guarantee, the Share Charge and the Debenture are not subject to the notification and announcement requirements under Chapter 19 or Chapter 20 of the GEM Listing Rules.

## **CONTINUED SUSPENSION OF TRADING**

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on 1 April 2025 and will remain suspended until the Company fulfils the Resumption Guidance. The Company will make further announcement(s) as appropriate or as required under the GEM Listing Rules and the SFO.

**Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

By order of the Board  
**G.A. Holdings Limited**  
**Ma Hang Kon Louis**  
*Executive Director and Company Secretary*

Hong Kong, 16 July 2025

*As at the date of this announcement, the Board comprises Mr. Ma Hang Kon, Louis, being the executive Director; and Mr. Lin Ju Zheng, being the independent non-executive Director.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*