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絲路投資

Asia Pacific Silk Road Investment Company Limited

亞太絲路投資有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 767)

DISCLOSEABLE TRANSACTION — EXTENSION OF LOAN

On 6 September 2019 (after trading hours), the parties to the Loan Agreement agreed to further extend the Repayment Date to the New Repayment Date. Subject only to the Extension, the Loan Agreement shall remain in full force and effect.

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Extension (when aggregated with the provision of the Loan pursuant to Rule 14.22 of the Listing Rules) exceeds 5% but less than 25%, the Extension constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under the Listing Rules.

On 6 September 2019 (after trading hours), the parties to the Loan Agreement agreed to further extend the Repayment Date to the New Repayment Date. Subject only to the Extension, the Loan Agreement shall remain in full force and effect.

KEY TERMS OF THE LOAN AGREEMENT WITH THE EXTENSION

Original principal amount of the Loan

RMB\$24,500,000.00 (equivalent to approximately HK\$26,950,000.00)

Outstanding principal amount of the Loan

RMB\$24,500,000.00 (equivalent to approximately HK\$26,950,000.00)

Repayment

Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Loan in full in one lump sum together with all interest accrued thereon and all other monies payable under the Loan Agreement on the New Repayment Date. In addition, the Lender shall have the right from time to time in its absolute and sole discretion to require or demand for any collateral which is with a value equivalent or over the outstanding amount from the Borrower.

Prepayment

The Borrower may prepay to the Lender the whole or any part of the Loan provided that the Borrower shall have given to the Lender a notice in writing of its intention to make such prepayment, specifying the amount to be prepaid and the date on which prepayment is to be made.

Interest

Interest on the Loan shall accrue at the rate of 14% per annum under the Loan Agreement. Interest charged on the Loan shall be calculated on the actual number of days elapsed up to but excluding the New Repayment Date and on the basis of a 360-day year. The Borrower shall repay accrued interest on the Loan on the New Repayment Date.

If the Borrower defaults in repayment on the New Repayment Date of any part of the Loan, interest or other amounts payable under the Loan Agreement, the Borrower shall pay additional interest on such overdue sums from the New Repayment Date until payment in full (before and after judgment, if applicable) at the rate of 14% per annum. Such interest shall be calculated on the basis of a 360-day year and the actual number of days elapsed.

REASONS FOR AND BENEFITS OF THE EXTENSION

The Company is an investment holding company, and through its subsidiaries, is principally engaged in the business of loan facilitation services, money lending, securities and other investments and financial and investment advisory.

The Extension and the provision of the Loan are conducted in the ordinary and usual course of business of the Group which provides interest income to the Group. After considered the repayment records of the Borrower, the Directors consider that the Extension and the provision of the Loan are entered into upon normal commercial terms following arm's length negotiations between the parties thereto and that the conditions and terms of the Extension and the Loan Agreement are fair and reasonable and are in the interests of the Shareholders as a whole.

GENERAL

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Extension (when aggregated with the provision of the Loan pursuant to Rule 14.22 of the Listing Rules) exceeds 5% but less than 25%, the Extension constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under the Listing Rules.

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set out below:

“Board”	board of Directors
“Borrower”	the borrower under the Loan Agreement, an Independent Third Party which is a company incorporated in the PRC with limited liability, its ultimate holding company is a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Business Day(s)”	a day (other than a Saturday, a Sunday and a public holiday) on which the licensed banks in Hong Kong are generally open for business in Hong Kong
“Company”	Asia Pacific Silk Road Investment Company Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Extension”	the further extension of the Repayment Date to the New Repayment Date
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, are third parties independent of the Company and its connected persons in accordance with the Listing Rules

“Lender”	北京滙聚壹通財務諮詢有限公司 (Beijing Huiju Yitong Financial Consulting Limited*), a company incorporated in the PRC with limited liability, is an indirect non-wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	the amount drawn down by the Borrower pursuant to the terms and conditions of the Loan Agreement and with outstanding principal of RMB\$24,500,000.00 as at the date of this announcement
“Loan Agreement”	the loan agreement dated 19 April 2018 entered into between the Lender and the Borrower in relation to the provision of a loan of RMB24,500,000, with an interest rate of 14% per annum and a term of 90 days from the date of drawdown (supplemented by a loan extension agreement dated 24 July 2018 to extend the repayment date to 16 December 2018), subject to further written agreement between the parties thereto on any possible extension pursuant to the terms and conditions thereunder
“New Repayment Date”	16 December 2019
“PRC”	People’s Republic of China
“Repayment Date”	16 December 2018
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

* For identification purpose only

For the purpose of this announcement only, the conversion of RMB to HK\$ is based on the exchange rate of RMB1.00 to HK\$1.10.

By order of the Board
Asia Pacific Silk Road Investment Company Limited
Li Jiuhua
Executive Director

Hong Kong, 6 September 2019

As at the date of this announcement, the Directors are:

Executive Director

Mr. Li Jiuhua

Independent Non-executive Directors

Mr. Zheng Zhen

Mr. To Langa Samuelson

Non-executive Director

Ms. Yu Yang

In the case of any inconsistency, the English text of this announcement shall prevail over the Chinese text.