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## **PPS INTERNATIONAL (HOLDINGS) LIMITED**

**寶聯控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 8201)**

### **DISCLOSEABLE TRANSACTION – PROVISION OF FINANCIAL ASSISTANCE**

#### **PROVISION OF FINANCIAL ASSISTANCE**

The Board is pleased to announce that on 13 September 2019 (after trading hours of the Stock Exchange), the Lender entered into the Loan Facility Agreement with the Borrower, pursuant to the Loan Agreement, the Lender has conditionally agreed to grant to the Borrower the Loan in the amount of HK\$22,000,000, which is interest bearing at a rate of 20% per annum for 6 months from the date of the Loan Facility Agreement and secured by the Guarantee executed by the Guarantor in favour of the Lender.

#### **GEM LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as calculated under Rule 19.07 of the GEM Listing Rules) in respect of the grant of the Loan Facility are more than 5% but less than 25%, the grant of the Loan Facility constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements set out in Chapter 19 of the GEM Listing Rules.

As the grant of Loan Facility exceeds 8% under the assets ratio as calculated under Rule 19.07(1) of the GEM Listing Rules, the grant of the Loan Facility is subject to the general disclosures obligations under Rules 17.15 and 17.18 of the GEM Listing Rules.

## **PROVISION OF FINANCIAL ASSISTANCE**

The Board is pleased to announce that on 13 September 2019 (after trading hours of the Stock Exchange), the Lender, an indirect wholly-owned subsidiary of the Company, entered into the Loan Facility Agreement with the Borrower, an Independent Third Party. Pursuant to the Loan Agreement, the Lender has conditionally agreed to grant to the Borrower the Loan Facility in the amount of HK\$22,000,000 which is interest bearing at a rate of 20% per annum for 6 months from the date of the Loan Facility Agreement and secured by the Guarantee executed by the Guarantor in favour of the Lender. The principal terms and conditions of the Loan Facility Agreement are set out below.

### **THE LOAN AGREEMENT**

Date:	13 September 2019
Lender:	Union Finance Limited, an indirect wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance.
Borrower:	Mr. Li Zhong, Independent Third Party
Loan Facility amount:	HK\$22,000,000
Interest rate:	20% per annum
Availability period:	The Loan Facility is available to the Borrower for a period of 6 months from the date of the Loan Facility Agreement.
Guarantor:	The Loan is secured by the Guarantee executed by the Guarantor in favour of the Lender for the repayment of the Loan Facility and such other sums payable by the Borrower under the Loan Facility Agreement pursuant to the Guarantee
Repayment:	<p>The Borrower shall pay interest accrued on the Loan Facility on a monthly basis and shall repay the total outstanding principal amount of the Loan Facility together with any outstanding interest accrued thereon on the Maturity Date.</p> <p>The Borrower may make earlier repayment in whole or in part of the Loan Facility if it has given a not less than 3 Business Days' prior written notice to the Lender.</p> <p>The Borrower may re-borrow any part of the Loan Facility which has been repaid during the Availability Period.</p>

Condition precedent: The making of the Loan Facility under the Loan Facility Agreement is conditional upon the duly execution of the Guarantee by the Guarantor together with all documents required pursuant thereto.

Purpose: The Loan Facility will be drawn to repay an existing loan owing by the Borrower to the Lender and provide extra financing to the Borrower.

## **INFORMATION OF THE BORROWER AND THE GUARANTOR**

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

The Borrower and the Guarantor are business persons and have solid financial background. The Guarantor is the spouse of the Borrower.

## **INFORMATION OF THE GROUP AND THE LENDER**

The Group is principally engaged in the provision of (i) environmental services area and office cleaning services; and (ii) money lending services.

The Lender is an indirect wholly-owned subsidiary of the Company and is a holder of money lender license under the Money Lenders Ordinance. The grant of the Loan Facility is carried out as part of the ordinary and usual course of business of the Lender and will bring in interest income to the Lender and the Group.

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

The terms of the Loan Facility Agreement (including the interest rate) are negotiated on an arm's length basis between the Lender and the Borrower on normal commercial terms.

The Directors consider that the terms of the Loan Facility Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole having considered the financial background of the Borrower and the Guarantor and the stable interest income to be generated to the Group.

## **GEM LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as calculated under Rule 19.07 of the GEM Listing Rules) in respect of the grant of the Loan Facility are more than 5% but less than 25%, the grant of the Loan Facility constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements set out in Chapter 19 of the GEM Listing Rules.

As the grant of Loan Facility exceeds 8% under the assets ratio as calculated under Rule 19.07(1) of the GEM Listing Rules, the grant of the Loan Facility is subject to the general disclosures obligations under Rules 17.15 and 17.18 of the GEM Listing Rules.

## DEFINITIONS

In this announcement, the following expressions have the following meanings:

“Availability Period”	The Loan Facility shall be available to the Borrower for a period of 6 months from the date of the Loan Facility Agreement
“Board”	the board of Directors of the Company
“Borrower”	Mr. Li Zhong, Independent Third Party
“Business Day(s)”	a day (other than a Saturday, Sunday or general holiday in Hong Kong) on which licensed banks are generally open for business in Hong Kong
“Company”	PPS International (Holdings) Limited, a company incorporated in the Caymans Islands with limited liability, the issued Shares of which are listed on GEM
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	director(s) of the Company
“GEM”	the GEM operated by the Stock Exchange
“GEM Listing Rules”	Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Guarantee”	the deed of guarantee executed by the Guarantor in favour of the Lender guaranteeing the obligations of the Borrower under the Loan Facility Agreement
“Guarantor”	Ms. Dong Xiao Min, an Independent Third Party and the spouse of the Borrower
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	parties which are not connected persons of the Company (as defined in the GEM Listing Rules) and are independent of and not connected with the Company and its connected persons

“Lender”	Union Finance Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, being the lender under the Loan Agreement
“Loan Facility”	a loan facility in the amount of HK\$22,000,000 granted by the Lender to the Borrower pursuant to the terms of the Loan Facility Agreement
“Loan Facility Agreement”	the loan facility agreement dated 13 September 2019 entered into between the Lender and the Borrower in relation to the grant of the Loan Facility
“Maturity Date”	12 March 2020
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company as at the date of this announcement
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	percentage

By order of the Board  
**PPS International (Holdings) Limited**  
**Yu Shaoheng**  
*Chief Executive Officer and Executive Director*

Hong Kong, 13 September 2019

*As at the date of this announcement, the Board of the Company comprises two executive Directors, Mr. Yu Shaoheng and Mr. Lai Tin Ming and three independent non-executive Directors, Mr. Kwong Tsz Ching, Jack, Mr. Wong Hiu Fong and Mr. Meng Enhai.*

*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.*

*This announcement will remain on the “Latest Company Announcements” page of the internet website operated by the Stock Exchange for the purposes of the Growth Enterprise Market at [www.hkgem.com](http://www.hkgem.com) for at least seven days from the day of its posting and will be published on the website of the Company at [www.ppsinholdings.com](http://www.ppsinholdings.com).*