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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 — PROVISION OF LOAN**

On 8 September 2020, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender has agreed to provide a loan with principal amount of up to RMB25,000,000 to the Borrower in accordance with the terms thereunder.

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement exceeds 5% but less than 25%, the entering into of the Loan Agreement constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the announcement requirement but exempt from the Shareholders' approval requirement under the Listing Rules.

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### **THE LOAN AGREEMENT**

The principal terms of the Loan Agreement are as follows:

Date: 8 September 2020

Parties: the Lender and the Borrower

**Amount of the Loan**

RMB25,000,000.00 (equivalent to approximately HK\$28,250,000.00)

**Term**

Ninety (90) days from the date of drawdown, which may be extended if so agreed by the parties to the Loan Agreement.

**Repayment**

Subject to the Lender's overriding right of repayment on events of default, 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 Repayment Date.

**Interest**

Interest on the Loan shall accrue at the rate of 4.9% per annum, which is determined with reference to the credit policy of the Lender. Interest charged on the Loan shall be calculated on the actual number of days elapsed from and including the date of drawdown up to but excluding the Repayment Date on the basis of a 365-day year. The Borrower shall repay accrued interest on the outstanding Loan on the Repayment Date.

If the Borrower defaults in repayment on the Repayment Date of any part of the amount drawn, interest or other amounts payable under the Loan Agreement, the Borrower shall pay the liquidated damages to the Lender at the rate of 1/10,000 of the loan principal every day until the overdue interest or principal is fully paid off.

**Security**

As security for the Loan, the Borrower shall deposit company documents, including corporate seals, bank account documents and online banking devices with the Lender such that the use of proceeds will be monitored and the Guarantor has provided a personal guarantee and executed a share mortgage in respect of the entire issued share capital of the immediate holding company of the Borrower.

**INFORMATION OF THE BORROWER**

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Borrower is principally engaged in investment holding of real estate and each of the Borrower and its ultimate beneficial owner is independent third party of the Company and its connected persons.

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

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

The entering into of the Loan Agreement is conducted in the ordinary and usual course of business of the Group and it provides interest income to the Group and the terms of which are on normal and commercial terms. The provision of the Loan shall be financed by internal resources of the Group. The Directors consider that the Loan Agreement is entered into upon normal commercial terms following arm's length negotiations between the parties to the Loan Agreement and that the conditions and terms of the Loan Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

## **GENERAL**

As one of the applicable percentage ratios (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement exceeds 5% but less than 25%, the entering into of the Loan Agreement constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the announcement requirement but exempt from the Shareholders' approval requirement 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”	天津安時瑞石材銷售有限公司 (Tianjin Anshirui Stone Sales Company Limited*), a company incorporated in the PRC with limited liability, is a third party independent of the Company and its connected persons
“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
“connected person(s)”	has the meaning ascribed to it under the Listing Rules

“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Guarantor”	the ultimate beneficial owner of the Borrower
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“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
“Loan Agreement”	the loan agreement dated 8 September 2020 entered into between the Lender and the Borrower in relation to the provision of a loan with principal amount of up to RMB25,000,000 to the Borrower in accordance with the terms thereunder
“PRC”	The People’s Republic of China
“Repayment Date”	the Business Day falling on the ninety (90) days from the date of drawdown, which may be extended if so agreed by the parties to the Loan Agreement
“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 purposes 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\$1.13.

By order of the Board  
**Asia Pacific Silk Road Investment Company Limited**  
**Yeung Siu Keung**  
*Executive Director*

Hong Kong, 8 September 2020

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

*Executive Director*

Mr. Yeung Siu Keung

*Non-executive Director*

Ms. Yu Yang

*Independent non-executive Directors*

Mr. Wong Man Hong

Mr. Zheng Zhen

Mr. To Langa Samuelson

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