

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



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 IN RELATION TO REVISION OF LOAN FACILITY AGREEMENT

REVISION OF THE LOAN FACILITY AGREEMENT

Reference is made to the Company's announcements dated 27 March 2020 and 24 December 2020 in relation to the Loan Facility Agreement and the First Supplemental Agreement entered into between the Lender and the Borrower, pursuant to which the Lender agreed to grant the Borrower the Loan Facility of in the amount of RMB10,000,000 (equivalent to approximately HK\$11,922,504 as at the date of this announcement) which is interest bearing at 18% per annum, available for a period of 12 months from the date of the Loan Facility Agreement and secured by the Share Charge.

The Board is pleased to announce that on 10 March 2021 (after trading hours of the Stock Exchange), the Lender entered into the Second Supplemental Agreement with the Borrower. Pursuant to the Second Supplemental Agreement, the Lender has conditionally agreed to extend the availability period of the Loan Facility for a period of 24 months from the date of the Loan Facility Agreement. Save for the above revised term, all other terms and provisions of the Loan Facility Agreement and the First Supplemental Agreement remain unchanged and in full force and effect.

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.

REVISION OF THE LOAN FACILITY AGREEMENT

Reference is made to the Company's announcements dated 27 March 2020 and 24 December 2020 in relation to the Loan Facility Agreement and the First Supplemental Agreement entered into between the Lender and the Borrower, pursuant to which the Lender agreed to grant the Borrower the Loan Facility of in the amount of RMB10,000,000 (equivalent to approximately HK\$11,922,504 as at the date of this announcement) which is interest bearing at 18% per annum, available for a period of 12 months from the date of the Loan Facility Agreement and secured by the Share Charge.

The Board is pleased to announce that on 10 March 2021 (after trading hours of the Stock Exchange), the Lender entered into the Second Supplemental Agreement with the Borrower. Pursuant to the Second Supplemental Agreement, the Lender has conditionally agreed to extend the availability period of the Loan Facility for a period of 24 months from the date of the Loan Facility Agreement. Save for the above revised term, all other terms and provisions of the Loan Facility Agreement and the First Supplemental Agreement remain unchanged and in full force and effect.

The principal terms and conditions of the Loan Facility Agreement and the Supplemental Agreements are set out below.

THE LOAN FACILITY AGREEMENT AND THE SUPPLEMENTAL AGREEMENTS

Date of the Loan Facility Agreement:	27 March 2020
Date of the First Supplemental Agreement:	24 December 2020
Date of the Second Supplemental Agreement:	10 March 2021
Lender:	Shenzhen Environmental Cleaning Services Limited [#] (深圳環境保潔服務有限公司), an indirect wholly-owned subsidiary of the Company and a company incorporated in the PRC with limited liability.
Borrower:	Mr. Feng Liang [#] (封亮), a PRC resident and an Independent Third Party
Loan facility amount:	RMB 10,000,000 (equivalent to approximately HK\$11,922,504 as at the date of this announcement)
Interest rate:	18% per annum

Availability period: The Loan Facility shall be available to the Borrower for a period of 24 months from the date of the Loan Facility Agreement.

Maturity date: Maturity date falls on the expiry of the availability period.

Security: The Loan Facility is secured by the Share Charge executed by the Borrower in favor of the Lender for repayment of the Loan Facility and such other sums payable by the Borrower under the Loan Facility Agreement and the Supplemental Agreements.

Repayment: The Borrower shall pay interest accrued on the outstanding balance of the Loan Facility on a monthly basis and shall repay the total outstanding balance of the Loan Facility together with any outstanding interest accrued thereon on the Maturity Date.

The Borrower may make earlier repayment in whole or in part of the outstanding balance of the Loan Facility if it has given a not less than 3 Business Days' prior written notice to the Lender.

The Borrower may re-borrow any part of the Loan Facility which has been repaid during the availability period.

Condition precedent: The grant of the Loan Facility under the Loan Facility Agreement and the Supplemental Agreements is conditional upon the due execution of the Share Charge by the Borrower together with all necessary consents, approvals and registration required to be obtained.

Purpose of the Loan Facility: The Loan Facility shall be used by the Borrowers exclusively for the development and investment of the businesses of the PRC Company A.

INFORMATION OF THE BORROWER

To the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, each of the Borrower, the PRC Company A and its ultimate beneficial owners is an Independent Third Party.

The Borrower is a business person and has solid financial background.

INFORMATION OF THE PRC COMPANY A

The PRC Company A is a company incorporated in the PRC with limited liability and is owned as to 75% by the Borrower and 25% by a PRC Resident A. The PRC Company A is principally engaged in the provision of management services for restaurants operating in the PRC.

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 company incorporated in the PRC with limited liability. The grant of the Loan Facility is carried out as part of the ordinary and usual course of business of the Group and will bring in interest income to the Lender and the Group.

REASONS AND BENEFITS FOR ENTERING INTO THE SECOND SUPPLEMENTAL AGREEMENT

The terms of the Second Supplemental 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 Second Supplemental 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, the security 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.

DEFINITIONS

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

“Board”	the board of Directors of the Company
“Borrower”	Mr. Feng Liang# (封亮), a PRC resident and an Independent Third Party
“Business Day(s)”	a day (other than a Saturday, Sunday or public holiday in Hong Kong) on which commercial 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
“First Supplemental Agreement”	the supplemental loan facility agreement dated 24 December 2020 entered into between the Lender and the Borrower in respect of the revision of the loan facility amount under the Loan Facility Agreement from RMB7,000,000 to RMB10,000,000
“GEM”	the GEM of the Stock Exchange
“GEM Listing Rules”	Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong

“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”	Shenzhen Environmental Cleaning Services Limited# (深圳環境保潔服務有限公司), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company, being the lender under the Loan Facility Agreement
“Loan Facility”	a loan facility in the amount of RMB10,000,000 (equivalent to approximately HK\$11,922,504 as at the date of this announcement) granted by the Lender to the Borrower pursuant to the terms of the Loan Facility Agreement and the Supplemental Agreements
“Loan Facility Agreement”	the loan facility agreement dated 27 March 2020 entered into between the Lender and the Borrower in relation to the grant of the Loan Facility
“Maturity Date”	the day that is 24 months from the date of the Loan Facility Agreement
“PRC”	the People’s Republic of China
“PRC Company A”	a company incorporated in the PRC with limited liability and is owned as to 75% by the Borrower and 25% by the PRC Resident A
“PRC Resident A”	a PRC resident and an Independent Third Party
“Second Supplemental Agreement”	the supplemental loan facility agreement dated 10 March 2021 in respect of the extension of the availability period of the Loan Facility for 24 months from the date of the Loan Facility Agreement and the First Supplemental Agreement
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company as at the date of this announcement
“Share Charge”	the shares charge executed by the Borrower to charge 75% of the total shares in the PRC Company A held by the Borrower in favor of the Lender

“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Agreements”	jointly the First Supplemental Agreement and the Second Supplemental Agreement
“%”	percentage

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

Hong Kong, 10 March 2021

*As at the date of this announcement, the Board comprises two executive Directors (the “**Directors**”), Mr. Yu Shaoheng and Mr. Lai Tin Ming, and three independent non-executive Directors, Mr. Kwong Tsz Ching, Jack, Mr. Meng Enhai and Mr. Wang Cui.*

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 GEM at 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.

For identification purpose only