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**PACIFIC PLYWOOD HOLDINGS LIMITED**

**太平洋實業控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 767)**

**DISCLOSEABLE TRANSACTION –  
PROVISION AND EXTENSION OF LOAN**

On 19 April 2017, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender has agreed to provide the Revolving Loan Facility of up to HK\$60,000,000 to the Borrower in accordance with the terms thereunder.

On 19 April 2017, the Lender and the Borrower agreed to extend the repayment date of the Prior Loan to the New Repayment Date. Subject only to the Extension, the Prior Loan Agreement shall remain in full force and effect.

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement and the Extension (when aggregated with the Previous Loan Agreements and the Prior Loan Agreement pursuant to Rule 14.22 of the Listing Rules) exceed 5% but less than 25%, the entering into of the Loan Agreement and the Extension constitute discloseable transactions 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.

\* *For identification purpose only*

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## **KEY TERMS OF THE LOAN AGREEMENT AND THE EXTENSION**

### **THE LOAN AGREEMENT**

Date: 19 April 2017

Parties: the Lender and the Borrower

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

#### **Amount of the Revolving Loan Facility**

Up to HK\$60,000,000 and it is revolving in nature in which any part of the Revolving Loan Facility that is repaid or prepaid may be re-borrowed by the Borrower, subject to the terms and conditions of the Loan Agreement.

#### **Term**

12 months from the date of drawdown of any amount of the Revolving Loan Facility, subject to further written agreement between the Lender and the Borrower on any possible extension.

#### **Repayment**

Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Revolving Loan Facility 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. 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 Revolving Loan Facility 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.

## **Conditions**

- (a) The Borrower may not utilize any amount of the Revolving Loan Facility under the Loan Agreement unless the Lender has first received from the Borrower, in the form and substance acceptable to the Lender, inter alia, (i) evidence that all authorisations have been obtained and all necessary filings, registrations and other formalities have been or will, as soon as practical, be completed in order to ensure that the Loan Agreement and such other documents in connection therewith are valid, enforceable and legally binding; and (ii) such other documents, evidence and financial and other information in connection with the Loan Agreement and the transactions contemplated therein as the Lender may reasonably request; and
- (b) The Lender shall have absolute discretion as to whether to make available any sum for any drawdown under the Loan Agreement.

## **Interest**

Interest on the Revolving Loan Facility shall accrue at the rate of 10% per annum, which is determined with reference to the credit policy of the Lender. Interest charged on the Revolving Loan Facility 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 Revolving Loan Facility 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 additional interest on such overdue sums from the due date until payment in full (before and after judgment, if applicable) at the rate of 10% per annum. Such interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

## **THE EXTENSION**

### **Original amount of the Prior Loan Agreement**

Up to HK\$36,000,000

### **Repayment**

Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Prior Loan in full in one lump sum together with all interest accrued thereon and all other monies payable under the Prior 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.

### **Interest**

Interest on the Prior Loan shall accrue at the rate of 10% per annum under the Prior Loan Agreement. The Borrower shall repay accrued interest on the outstanding Prior Loan on the New Repayment Date.

### **Reasons for and benefits of entering into of the Loan Agreement and the Extension**

The Company is an investment holding company, and through its subsidiaries, is principally engaged in the business of operation of P2P financing platform under the CAIJIA brand and other loan facilitation services, money lending and provision of credit and securities investments.

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

## **GENERAL**

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement and the Extension (when aggregated with the Previous Loan Agreements and the Prior Loan Agreement pursuant to Rule 14.22 of the Listing Rules) exceed 5% but less than 25%, the entering into of the Loan Agreement and the Extension constitute discloseable transactions 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”	the borrower under the Loan Agreement, the Previous Loan Agreements and the Prior Loan Agreement, which is a company incorporated in Bermuda with limited liability whose shares are listed on the Main Board of the Stock Exchange and its principal activity is investment holding
“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”	Pacific Plywood Holdings Limited (太平洋實業控股有限公司*), 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 extension of the repayment date of the Prior Loan to the New Repayment Date
“Group”	the Company and its subsidiaries

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“Hong Kong”	the 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”	Joy Wealth Finance Limited, a company incorporated in Hong Kong, a wholly-owned subsidiary of the Company and is a licensed money lender under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement”	the loan agreement dated 19 April 2017 entered into between the Lender and the Borrower in relation to the provision of the Revolving Loan Facility
“New Repayment Date”	2 March 2018
“PRC”	People’s Republic of China
“Previous Loan Agreements”	the loan agreements dated 25 May 2016 (supplemented by extension letter dated 24 November 2016), 27 June 2016 (supplemented by extension letter dated 23 December 2016) and 23 August 2016 (supplemented by extension letter dated 22 February 2017) and entered into between the Lender and the Borrower in relation to the provision of loan of HK\$50,000,000, HK\$70,000,000 and HK\$82,000,000 respectively, all with interest rate of 10% per annum and the respective term of six (6) months from the date of drawdown, subject to further written agreement between the Lender and the Borrower on any possible extension for further six (6) months

“Prior Loan”	the amount drawn down by the Borrower pursuant to the terms and conditions of the Prior Loan Agreement
“Prior Loan Agreement”	the loan agreement dated 3 March 2016 (supplemented by extension letter dated 2 September 2016) entered into between the Lender and the Borrower in relation to the provision of loan of HK\$36,000,000, with interest rate of 10% per annum and term of six (6) months from the date of drawdown, subject to further written agreement between the Lender and the Borrower on any possible extension for further six (6) months
“Repayment Date”	the Business Day falling on the twelfth (12th) month from the date of drawdown of any amount of the Revolving Loan Facility by the Borrower subject to further written agreement between the Lender and the Borrower on any possible extension
“Revolving Loan Facility”	the revolving loan facility of up to HK\$60,000,000 to be provided by the Lender to the Borrower pursuant to the terms and conditions of the Loan Agreement
“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
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board  
**Pacific Plywood Holdings Limited**  
**Huang Chuan Fu**  
*Executive Director and Chairman*

Hong Kong, 19 April 2017

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

*Executive Directors*

Mr. Huang Chuan Fu (*Chairman*)

Mr. Liang Jian Hua

Ms. Jia Hui

Mr. Jiang Yi Ren

*Independent non-executive Directors*

Mr. Wong Chun Hung

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.*