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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 — EXTENSION OF LOANS**

On 31 August 2017 (after trading hours), the parties to the First Loan Agreement and the Second Loan Agreement agreed to extend the First Repayment Date and the Second Repayment Date to the New Repayment Date. Subject only to the Extension, the First Loan Agreement and the Second 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 provision of the First Loan and the Second Loan and the Extension exceeds 5% but less than 25%, the provision of the First Loan and the Second Loan and the Extension constitutes as 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.

Reference is made to the announcement of the Company dated 17 March 2017 (the “**Announcement**”) in relation to the provision of the First Loan (loan provided under the loan agreement which was defined as the Previous Loan Agreement in the Announcement) and the Second Loan.

On 31 August 2017 (after trading hours), the parties to the First Loan Agreement and the Second Loan Agreement agreed to extend the First Repayment Date and the Second Repayment Date to the New Repayment Date. Subject only to the Extension, the First Loan Agreement and the Second Loan Agreement shall remain in full force and effect.

#### **KEY TERMS OF THE LOAN AGREEMENTS WITH THE EXTENSION**

##### **Original principal amount of the First Loan**

HK\$44,000,000

##### **Outstanding principal amount of the First Loan**

HK\$15,374,247

\* *For identification purposes only*

### **Original principal amount of the Second Loan**

HK\$98,000,000

### **Outstanding principal amount of the Second Loan**

HK\$98,000,000

### **Repayment**

Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the First Loan and the Second Loan in full in one lump sum together with all interest accrued thereon and all other monies payable under the First Loan Agreement and the Second 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 First Loan and the Second Loan provided that the Borrower shall have given to the Lender a notice in writing of his 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 First Loan and the Second Loan shall accrue at the rate of 10% per annum under the First Loan Agreement and the Second Loan Agreement. Interest charged on the First Loan and the Second 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 365-day year. The Borrower shall repay accrued interest on the First Loan and the Second Loan on the New Repayment Date.

If the Borrower defaults in repayment on the New Repayment Date of any part of the First Loan and the Second Loan, interest or other amounts payable under the First Loan Agreement and the Second 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 10% per annum. Such interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

### **Collaterals**

A share mortgage was provided by the Borrower to secure his obligation under both the First Loan Agreement and the Second Loan Agreement, by way of pledging a first legal and equitable mortgage shares of a company principally engaged in money lending, provision of pawn loans and financial consultancy services in the PRC.

### **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 operation of Peer-to-Peer (P2P) financing platform under the CAIJIA brand and other loan facilitation services, money lending and provision of credit and securities investments.

The provision of the First Loan and the Second Loan and the Extension is 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 provision of the First Loan and the Second Loan and the Extension is entered into upon normal commercial terms following arm's length negotiations between the parties thereto and that the conditions and terms of the First Loan Agreement and the Second Loan Agreement and the Extension 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 provision of the First Loan and the Second Loan and the Extension exceeds 5% but less than 25%, the provision of the First Loan and the Second Loan and the Extension constitutes as 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”	the borrower under the First Loan Agreement and the Second Loan Agreement, an Independent Third Party
“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 First Repayment Date and the Second Repayment Date to the New Repayment Date
“First Loan”	the amount drawn down by the Borrower pursuant to the terms and conditions of the First Loan Agreement and with outstanding principal of HK\$15,374,247 as at the date of this announcement

\* *For identification purposes only*

“First Loan Agreement”	the loan agreement dated 15 December 2016 (supplemented by the extension letter dated 14 June 2017) entered into between the Lender and the Borrower in relation to the provision of a loan of HK\$44,000,000, with an interest rate of 10% per annum and a term of six (6) months from the date of drawdown, subject to further written agreement between the parties thereto on any possible extension pursuant to the terms and conditions thereunder
“First Repayment Date”	the Business Day falling on the sixth (6th) month from the date of drawdown, which may be extended if so agreed by the parties to the First Loan Agreement
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“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, is a wholly-owned subsidiary of the Company and 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
“New Repayment Date”	31 August 2018
“PRC”	People’s Republic of China
“Second Loan”	the amount drawn down by the Borrower pursuant to the terms and conditions of the Second Loan Agreement
“Second Loan Agreement”	the loan agreement dated 17 March 2017 entered into between the Lender and the Borrower in relation to the provision of a loan of HK\$98,000,000, with an interest rate of 10% per annum and a term of six (6) months from the date of drawdown, subject to further written agreement between the parties thereto on any possible extension pursuant to the terms and conditions thereunder
“Second Repayment Date”	the Business Day falling on the sixth (6th) month from the date of drawdown, which may be extended if so agreed by the parties to the Second 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
“%”	per cent

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

Hong Kong, 31 August 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.*