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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 IN RELATION TO PROVISION OF
LOAN AND ADVANCE TO AN ENTITY**

On 14 December 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 RMB100,000,000 to the Borrower in accordance with the terms thereunder.

The provision of the Loan itself is a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules.

As the Loan and the Previous Loan were granted to the Borrower within a 12-month period prior to and inclusive of the date of the Loan Agreement, the Loan and the Previous Loan shall be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules. As the highest of the applicable percentage ratios (as defined under the Listing Rules) in respect of the entering into of the Loan Agreement and the Previous Agreement (after aggregation) exceeds 5% but less than 25%, the entering into of the Loan Agreement and the Previous Agreement in aggregate constitute 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.

As the assets ratio as defined under Rule 14.07(1) of the Listing Rules in respect of the Loan and the Previous Loan in aggregate exceeds 8%, the provision of the Loan and the Previous Loan constitute an advance to an entity and are subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules. The information required to be disclosed pursuant to Rule 13.13 of the Listing Rules in respect of the Loan Agreement is disclosed in this announcement.

On 14 December 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 RMB100,000,000 to the Borrower in accordance with the terms thereunder.

THE LOAN AGREEMENT

The principal terms of the Loan Agreement are as follows:

Date: 14 December 2020

Parties: the Lender and the Borrower

Amount of the Loan

Up to RMB100,000,000 (equivalent to approximately HK\$119,000,000)

Term

Thirty-six (36) months 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 6.0% 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 in quarterly intervals.

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 1/100,000 of the loan principal every day until the overdue interest or principal is fully paid off.

Security

As security for the Loan, Mr. Wang, the sole owner of the Borrower, shall pledge all his interest in the Borrower in favour of the Lender and 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.

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 money lending and loan-related business and each of the Borrower and its sole beneficial owner, Mr. Wang, are independent third parties 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.

PREVIOUS LOAN

On 30 October 2020, the Previous Lender and the Borrower entered into a loan agreement pursuant to which the Previous Lender granted to the Borrower the Previous Loan in the principal amount of RMB29,000,000 in accordance with the terms thereunder.

The principal terms of the Previous Loan are as follows:

Date: 30 October 2020

Parties: the Previous Lender and the Borrower

Amount of the Previous Loan

RMB29,000,000 (equivalent to approximately HK\$34,510,000)

Term

Three hundred and sixty five (365) days from the date of drawdown, which may be extended if so agreed by the parties to the Previous Agreement.

Repayment

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

Interest

Interest on the Previous Loan shall accrue at the rate of 6.0% per annum, which is determined with reference to the credit policy of the Previous Lender. Interest charged on the Previous 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 Previous Loan in quarterly intervals.

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

The provision of the Previous Loan itself did not constitute a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules.

GENERAL

The provision of the Loan itself is a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules.

As the Loan and the Previous Loan were granted to the Borrower within a 12-month period prior to and inclusive of the date of the Loan Agreement, the Loan and the Previous Loan shall be aggregated as a series of transactions pursuant to Rule 14.22 of the Listing Rules. As the highest 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 and the Previous Agreement (after aggregation) constitute 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.

ADVANCE TO AN ENTITY

As the assets ratio as defined under Rule 14.07(1) of the Listing Rules in respect of the Loan and the Previous Loan in aggregate exceeds 8%, the provision of the Loan and the Previous Loan constitute an advance to an entity and are subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules. The information required to be disclosed pursuant to Rule 13.13 of the Listing Rules in respect of the Loan Agreement is disclosed in this announcement.

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set out below:

“Board”	board of Directors
“Borrower”	北京泰隆興業房地產開發有限公司 (Beijing Tailong Xingye Real Estate Development Co., Ltd.*), a company established in the PRC with limited liability which is wholly owned by Mr. Wang, 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
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Lender”	上海鈺功財務諮詢有限公司 (Shanghai Yugong Financial Consulting Company Limited*), a company established 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 14 December 2020 entered into between the Lender and the Borrower in relation to the provision of a loan with principal amount of up to RMB100,000,000 to the Borrower in accordance with the terms thereunder
“Mr. Wang”	Mr. Wang Zeng Bin
“PRC”	The People’s Republic of China
“Previous Agreement”	the loan agreement dated 30 October 2020 entered into between the Previous Lender and the Borrower in relation to the provision of a loan with principal amount of up to RMB29,000,000 to the Borrower in accordance with the terms thereunder
“Previous Lender”	北京滙聚財富管理諮詢有限公司 (Beijing Huiju Wealth Management Consulting Company Limited*), a company established in the PRC with limited liability, is an indirect non-wholly-owned subsidiary of the Company
“Previous Loan”	the amount drawn down by the Borrower pursuant to the terms and conditions of the Previous Agreement
“Repayment Date”	the Business Day falling on the thirty-six (36) months 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\$1.19.

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

Hong Kong, 14 December 2020

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

Executive Directors

Mr. Yan Li

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.