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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 — EXTENSION OF LOAN

On 17 April 2019 (after trading hours), the parties to the Loan Agreement agreed to extend the Repayment Date to the New Repayment Date. Subject only to the Extension, the 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 Extension (when aggregated with the provision of the Loan pursuant to Rule 14.22 of the Listing Rules) exceeds 5% but less than 25%, 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.

On 17 April 2019 (after trading hours), the parties to the Loan Agreement agreed to extend the Repayment Date to New Repayment Date. Subject only to the Extension, the Loan Agreement shall remain in full force and effect.

KEY TERMS OF THE LOAN AGREEMENT WITH THE EXTENSION

Original principal amount of the Loan

HK\$50,000,000.00

Outstanding principal amount of the Loan

HK\$50,000,000.00

Repayment

Subject to the Lender' overriding right of repayment on demand, 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 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 Loan 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.

Interest

Interest on the Loan shall accrue at the rate of 12% per annum under the Loan Agreement. Interest charged on the 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 Loan on the New Repayment Date.

If the Borrower defaults in repayment on the New Repayment Date of any part of the Loan, interest or other amounts payable under the 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 12% per annum. Such interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

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 and other loan facilitation services, money lending and securities and other financial assets investments.

The Extension and the provision of the Loan are 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 Extension and the provision of the Loan are entered into upon normal commercial terms following arm's length negotiations between the parties thereto and that the conditions and terms of the Extension and the Loan Agreement 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 Extension (when aggregated with the provision of the Loan pursuant to Rule 14.22 of the Listing Rules) exceeds 5% but less than 25%, 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 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”	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
“Director(s)”	the director(s) of the Company
“Extension”	the extension of the Repayment Date to the New Repayment Date
“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
“Loan”	the amount drawn down by the Borrower pursuant to the terms and conditions of the Loan Agreement and with outstanding principal of HK\$50,000,000 as at the date of this announcement
“Loan Agreement”	the loan agreement dated 27 April 2017 (as supplemented by an extension letter dated 15 August 2017) entered into between the Lender and the Borrower in relation to the provision of a loan of HK\$50,000,000, with an interest rate of 12% 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
“New Repayment Date”	15 March 2020
“PRC”	People’s Republic of China
“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 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
Asia Pacific Silk Road Investment Company Limited
Li Jiuhua
Executive Director

Hong Kong, 17 April 2019

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

Executive Directors

Mr. Li Jiuhua
Mr. Wu Chi Wai
Ms. Kuang Jiaying

Independent Non-executive Directors

Mr. Wong Chun Hung
Mr. Zheng Zhen
Mr. To Langa Samuelson

Non-executive Directors

Ms. Yu Yang

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