

*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 –  
EXTENSION OF THE MORTGAGE LOAN AGREEMENT**

**EXTENSION OF THE MORTGAGE LOAN AGREEMENT**

Reference is made to the Company's announcement dated 20 August 2020 in relation to the Mortgage Loan Agreement entered into between the Lender and the Borrower, pursuant to which the Lender agreed to grant the Borrower the Mortgage Loan in the amount of HK\$8,000,000 which is repayable on 6 months from the drawdown date of the Mortgage Loan and secured by the Guarantee and the First Mortgage.

The Board is pleased to announce that on 12 May 2021 (after trading hours of the Stock Exchange), the Lender entered into the Supplemental Agreement with the Borrower. Pursuant to the Supplemental Agreement, the Lender has agreed to extend the maturity date of the Mortgage Loan to 19 November 2021. Save for the above revised term, all other terms and provisions of the Mortgage Loan 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 Mortgage Loan are more than 5% but less than 25%, the grant of the Mortgage Loan 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.

## **EXTENSION OF THE MORTGAGE LOAN AGREEMENT**

Reference is made to the Company's announcement dated 20 August 2020 in relation to the Mortgage Loan Agreement entered into between the Lender and the Borrower, pursuant to which the Lender agreed to grant the Borrower the Mortgage Loan in the amount of HK\$8,000,000 which is repayable on 6 months from the drawdown date of the Mortgage Loan and secured by the Guarantee and the First Mortgage.

The Board is pleased to announce that on 12 May 2021 (after trading hours of the Stock Exchange), the Lender entered into the Supplemental Agreement with the Borrower. Pursuant to the Supplemental Agreement, the Lender has agreed to extend the maturity date of the Mortgage Loan to 19 November 2021. Save for the above revised term, all other terms and provisions of the Mortgage Loan Agreement remain unchanged and in full force and effect.

The principal terms and conditions of the Mortgage Loan Agreement (as extended by the Supplemental Agreement) are set out below.

### **THE MORTGAGE LOAN AGREEMENT (AS EXTENDED BY THE SUPPLEMENTAL AGREEMENT)**

Date of the Mortgage Loan Agreement:	20 August 2020
Date of the Supplemental Agreement:	12 May 2021
Drawdown date:	20 August 2020
Lender:	Union Finance Limited, an indirect wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance.
Borrower:	Mr. Cheung Lin, an Independent Third Party
Mortgage Loan amount:	HK\$8,000,000
Maturity date:	19 November 2021

- Interest: Part of the Mortgage Loan amounting to HK\$2,500,000:
- No interest shall accrue from the drawdown date to 12 November 2020; and
  - Interest shall accrue at 24% per annum from 13 November 2020 to the Maturity Date

Part of the Mortgage Loan amounting to HK\$5,500,000 :

- Interest shall accrue at 14% per annum from the drawdown date to the Maturity Date

Default Interest: If the borrower fails to pay part of the Mortgage Loan amounting to HK\$2,500,000 on the Maturity Date, interest shall accrue on the unpaid sum from the Maturity date to the date of the actual payment at 60% per annum.

If the borrower fails to pay part of the Mortgage Loan amounting to HK\$5,500,000 on the Maturity Date, interest shall accrue on the unpaid sum from the Maturity date to the date of the actual payment at 28% per annum.

Collateral Security: A first legal charge over a residential property in Hong Kong given by the Borrower in favour of the Lender in respect of all monies and obligations owing by the Borrower to the Lender under the Mortgage Loan Agreement and the Supplemental Agreement.

Guarantee: The Mortgage Loan is secured by the Guarantee executed by the Guarantor in favour of the Lender for the repayment of the Mortgage Loan and such other sums payable by the Borrower under the Mortgage Loan Agreement and the Supplemental Agreement.

Repayment: The Borrower shall pay interest accrued on the outstanding balance of the Mortgage Loan on a monthly basis and shall repay the total outstanding balance of the Mortgage Loan 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 Mortgage Loan if it has given a not less than 1 month's prior written notice to the Lender.

The Lender may request earlier repayment in whole or in part of the outstanding balance of the Mortgage Loan if it has given a not less than 1 month's prior written notice to the Borrower.

## **INFORMATION OF THE BORROWER AND THE GUARANTOR**

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

The Borrower and the Guarantor are business person and have solid financial background. The Guarantor is the spouse of the Borrower.

## **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 holder of money lender license under the Money Lenders Ordinance. The grant of the Mortgage Loan is carried out as part of the ordinary and usual course of business of the Lender and will bring in interest income to the Lender and the Group.

## **REASONS AND BENEFITS FOR ENTERING INTO THE SUPPLEMENTAL AGREEMENT**

The terms of the 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 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 and the Guarantor, the First Mortgage 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 Mortgage Loan are more than 5% but less than 25%, the grant of the Mortgage Loan 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. Cheung Lin, 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 Mortgage”	a first legal charge over the Property given by the Borrower in favour of the Lender in respect of all monies and obligations owing by the Borrower to the Lender under the Mortgage Loan Agreement
“GEM”	the GEM of the Stock Exchange
“GEM Listing Rules”	Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Guarantee”	the guarantee agreement executed by the Guarantor in favour of the Lender guaranteeing the obligations of the Borrower under the Mortgage Loan Agreement

“Guarantor”	Ms. Cheng Wai Pan, an Independent Third Party and the spouse of the Borrower
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“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”	Union Finance Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, being the lender under the Mortgage Loan Agreement
“Maturity Date”	19 November 2021
“Mortgage Loan”	a mortgage loan in the amount of HK\$8,000,000 granted by the Lender to the Borrower pursuant to the terms of the Mortgage Loan Agreement and the Supplemental Agreement
“Mortgage Loan Agreement”	the mortgage loan agreement dated 20 August 2020 entered into between the Lender and the Borrower in relation to the grant of the Mortgage Loan
“Property”	a residential property in Hong Kong owned by the Borrower
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company as at the date of this announcement
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Agreement”	the supplemental agreement dated 12 May 2021 entered into between the Lender and the Borrower in respect of the extension of the maturity date of the Mortgage Loan to 19 November 2021

“%”

percentage

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

Hong Kong, 12 May 2021

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

*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](http://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](http://www.ppsinholdings.com).*