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 – PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO ENTITY

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 12 January 2017 (after trading hours of the Stock Exchange), the Lender entered into the Second Loan Agreement with the Borrower, pursuant to the Second Loan Agreement, the Lender has conditionally agreed to grant to the Borrower the Second Loan in the principal amount of HK$10,000,000 for a term of 6 months from the drawdown date of the Second Loan, which bears interest at a rate of 20% per annum. The Second Loan is secured by the Guarantees executed by each of the Guarantors in favour of the Lender.

GEM LISTING RULES IMPLICATIONS

As the Second Loan and the Previous Loan were granted to the Borrower within a 12-month period prior to and inclusive of the date of the Second Loan Agreement, the Second Loan and the Previous Loan were aggregated as a series of transactions pursuant to Rule 19.22 of the GEM Listing Rules.

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 Second Loan in aggregate with the Previous Loan are more than 5% but less than 25%, the grant of the Second Loan and the Previous 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. As the Second Loan and the Previous Loan in aggregate also exceeds 8% under the assets ratio as calculated under Rule 19.07(1) of the GEM Listing Rules, the grant of the Second Loan is subject to the general disclosure obligations under Rules 17.15 and 17.18 of the GEM Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

Reference is made to the announcement of the Company dated 12 December 2016 in respect of the grant of the Previous Loan to the Borrower in the principal amount of HK$15,000,000 which constituted a discloseable transaction of the Company.

The Board is pleased to announce that on 12 January 2017 (after trading hours of the Stock Exchange), the Lender, an indirect wholly-owned subsidiary of the Company, entered into the Second Loan Agreement with the Borrower, an Independent Third Party. Pursuant to the Second Loan Agreement, the Lender has conditionally agreed to grant to the Borrower the Second Loan in the principal amount of HK$10,000,000 for a term of 6 months from the drawdown date of the Second Loan. The principal terms and conditions of the Second Loan Agreement are set out below.

THE SECOND LOAN AGREEMENT

Date:	12 January 2017
Drawdown date:	12 January 2017
Lender:	Profit Management Limited, an indirect wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance.
Borrower:	China Force Enterprises Inc., a company incorporated in the British Virgin Islands with limited liability and indirectly wholly-owned by the Guarantor A.
Loan amount:	HK$10,000,000
Interest rate:	20% per annum
Term:	6 months commencing from the drawdown date of the Second Loan
Guarantors:	The Second Loan is secured by the Guarantees executed by the Guarantors in favour of the Lender for the repayment of the Second Loan and such other sums payable by the Borrower under the Second Loan Agreement pursuant to deeds of guarantee entered into between the Lender and each of the Guarantors respectively.

Repayment:	The Borrower shall pay interest accrued on the Second Loan on a monthly basis and shall repay the total outstanding principal amount of the Second 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 Second Loan if it has given a not less than 3 Business Days' prior written notice to the Lender.
Conditions precedent:	The making of the Second Loan under the Second Loan Agreement is conditional upon the duly execution of the Guarantees by each of the Guarantor A and Guarantor B together with all documents required pursuant thereto.

FUNDING OF THE SECOND LOAN

The Second Loan will be financed by the Group's internal resources.

INFORMATION OF THE BORROWER AND THE GUARANTORS

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

The Borrower is principally engaged in investment holdings business and is indirectly wholly-owned by the Guarantor A. Guarantor A and the Guarantor B are business persons and have solid financial background. Guarantor A is the spouse of the Guarantor B.

INFORMATION OF THE GROUP AND THE LENDER

The Group is principally engaged in (A) the provision of environmental services which including (i) public area and office cleaning services which involve the cleaning of public areas, carpets, floors, toilets, changing rooms, lifts and escalators and emptying of garbage bins at commercial buildings, residential complexes, shopping arcades, hotels and their tenants and public transport facilities such as airport, ferries, ferry terminal, cargo and logistics centre and depots; (ii) overnight kitchen cleaning services mainly for private club and hotels; (iii) external wall and window cleaning services; (iv) stone floor maintenance and restoration services; (v) pest control and fumigation services; (vi) waste management and disposal services which mainly involve collection, transportation and disposal of household waste, construction waste and trade waste and sales of recyclable waste such as paper, metal and plastic waste collected during our operations; (vii) professional daily housekeeping and cleaning services for local boutique hotels, hostels and serviced apartments; (viii) secure and confidential waste destruction for commercial clients; (ix) sanitation services for yacht; (x) cleaning and waste management services for renovated apartment; and (B) the 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 Second 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 SECOND LOAN AGREEMENT

The terms of the Second Loan 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 Second Loan 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 Guarantors and the stable interest income to be generated to the Group.

GEM LISTING RULES IMPLICATIONS

As the Second Loan and the Previous Loan were granted to the Borrower within a 12-month period prior to and inclusive of the date of the Second Loan Agreement, the Second Loan and the Previous Loan were aggregated as a series of transactions pursuant to Rule 19.22 of the GEM Listing Rules.

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 Second Loan in aggregate with the Previous Loan are more than 5% but less than 25%, the grant of the Second 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.

As the Second Loan and the Previous Loan in aggregate also exceeds 8% under the assets ratio as calculated under Rule 19.07(1) of the GEM Listing Rules, the grant of the Second Loan is subject to the general disclosure obligations under Rules 17.15 and 17.18 of the GEM Listing Rules.

DEFINITIONS

In this announcement, the following expressions have the following meanings:

"Board"	the board of Directors of the Company
"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
"Borrower"	China Force Enterprises Inc., a company incorporated in the British Virgin Islands with limited liability and indirectly wholly-owned by the Guarantor A
"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
"GEM"	the Growth Enterprise Market of the Stock Exchange
"GEM Listing Rules"	Rules Governing the Listing of Securities on GEM
"Group"	the Company and its subsidiaries
"Guarantees"	the deeds of guarantee executed by each of the Guarantor A and the Guarantor B in favour of the Lender guaranteeing the obligations of the Borrower under the Second Loan Agreement
"Guarantor A"	Ms. Shen Jing (沈靜), an Independent Third Party and the spouse of the Guarantor B
"Guarantor B"	Mr. Wen Jialong (溫家瓏), Independent Third Party and the spouse of the Guarantor A
"Guarantors"	jointly the Guarantor A and the Guarantor B
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong

"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"	Profit Management Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, being the lender for the Previous Loan and the Second Loan
"Maturity Date"	11 July 2017, the day that is 6 months from the drawdown date of the Second Loan
"Previous Loan"	a term loan in the principal amount of HK$15,000,000 granted by the Lender to the Borrower pursuant to a loan agreement dated 12 December 2016
"Second Loan"	a term loan in the principal amount of HK$10,000,000 granted by the Lender to the Borrower pursuant to the terms of the Second Loan Agreement
"Second Loan Agreement"	the second loan agreement dated 12 January 2017 entered into between the Lender and the Borrower in relation to the grant of the Second Loan
"Share(s)"	ordinary share(s) of HK$0.001 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
"%"	percentage

By order of the Board
PPS International (Holdings) Limited
Ye Jingyuan
Chief Executive Officer and Executive Director

Hong Kong, 12 January 2017

As at the date of this announcement, the Board of the Company comprises three executive Directors, Mr. Ye Jingyuan, Mr. Yu Shaoheng and Ms. Mui Fong, and three independent non-executive Directors, Mr. Chui Chi Yun, Robert, Mr. Kwong Tsz Ching, Jack and Mr. Yu Xiufeng.

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 Growth Enterprise Market at 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.hkpps.com.hk.