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## **Silk Road Logistics Holdings Limited**

**絲路物流控股有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 988)**

### **CONNECTED TRANSACTION LOAN AGREEMENT**

#### **LOAN AGREEMENT**

The Board announces that, on 27 January 2022, the Company as borrower entered into the Loan Agreement with the Lender, pursuant to which the Lender agreed to advance the Loan with a maximum principal amount of HK\$10,000,000 to the Company for a term of two years from the respective Drawdown Dates at an interest rate of 10% per annum. Subject to the approval of the Independent Shareholders at the SGM, the Loan will be secured by the Share Charge to be executed by the Chargor and the Deed of Assignment to be executed by the Assignor, both in favour of the Lender, as continuing security for the repayment obligation of the Company under the Loan Agreement.

## **LISTING RULES IMPLICATIONS**

As at the date of this announcement, the Lender is holding 67,961,770 Shares, representing approximately 10.59% of the existing issued share capital of the Company, and Ms. Choi, being the ultimate beneficial owner of the Lender, is in person holding 76,380 Shares, representing approximately 0.01% of the existing issued share capital of the Company. Each of the Lender and Ms. Choi is or is deemed to be a substantial shareholder and a connected person of the Company. Therefore, the entering into of the Loan Agreement and the transactions contemplated thereunder (including execution of the Share Charge and the Deed of Assignment) constitute connected transactions of the Company. As the highest of applicable percentage ratios in respect of the amount of the Loan is more than 5% but less than 25% and the total value under the Loan Agreement is not less than HK\$10,000,000, the Loan Agreement and the transactions contemplated thereunder constitute a connected transaction and is subject to announcement, circular (including independent financial advice) and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

In the event that the security provided by the Group under the Share Charge becomes enforceable, the Lender may exercise its power of sale under the Share Charge to sell the entire equity interest in the Subject Company for the recovery of the outstanding Loan and interest accrued thereon. In the circumstances, the enforcement of the Share Charge will constitute a disposal of the Subject Company. As the highest of applicable percentage ratios in respect of the amount of the potential disposal is more than 5% but less than 25%, it will constitute a discloseable transaction on the part of the Company. In case the Lender elects to foreclose the security under the Share Charge, it will constitute a discloseable and connected transaction on the part of the Company.

## **INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

The Independent Board Committee comprising all the independent non-executive Directors has been formed to consider and advise the Independent Shareholders as to whether the terms of the Loan Agreement are fair and reasonable, and are in the interests of the Company and the Shareholders as a whole, and to advise the Independent Shareholders as to how to vote at the SGM.

An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders whether the terms of the Loan Agreement are fair and reasonable, and are in the interests of the Company and the Shareholders as a whole, and to advise the Independent Shareholders as to how to vote at the SGM. The advice of the independent financial adviser and the recommendation of the Independent Board Committee will be included in the circular to be despatched to the Independent Shareholders.

## **SGM**

The Company will convene and hold the SGM for the purpose of seeking approval from the Independent Shareholders on, among other things, entering into of the Loan Agreement and the transactions contemplated thereunder (including execution of the Share Charge and the Deed of Assignment). The voting at the SGM will be conducted by poll. The Lender, Ms. Choi and their associates will abstain from voting on the relevant resolutions at the SGM.

## **GENERAL**

A circular containing, among other things, (1) the details of the Loan Agreement and the transactions contemplated thereunder (including execution of the Share Charge and the Deed of Assignment); (2) the recommendation of the Independent Board Committee; (3) the advice of the independent financial adviser; and (4) a notice of the SGM, will be despatched to the Shareholders on or about 8 March 2022, as additional time is required to prepare and finalise the information to be included in the circular.

The Board announces that, on 27 January 2022, the Company as borrower entered into the Loan Agreement with the Lender, pursuant to which the Lender agreed to advance the Loan with a maximum principal amount of HK\$10,000,000 to the Company for a term of two years from the respective Drawdown Dates at an interest rate of 10% per annum.

## **LOAN AGREEMENT**

The principal terms of the Loan Agreement are summarised as follows:

- Date:** 27 January 2022.
- Parties:**
- (1) Yick Chuen Credit Limited, as the lender; and
  - (2) the Company, as the borrower.
- Loan:** Term loan with a maximum principal amount of HK\$10,000,000 to be drawn in four tranches, including:
- (1) HK\$1,060,000 which has been drawn by the Company on or before 15 December 2021;
  - (2) Up to HK\$1,500,000 to be drawn on the Second Drawdown Date and on or before the date of the SGM;
  - (3) Up to HK\$2,440,000 and any amount yet to be drawn by the Company under the second tranche of the Loan before the date of the SGM to be drawn on the Third Drawdown Date; and
  - (4) HK\$5,000,000 to be drawn on the Fourth Drawdown Date.

- Purpose:** Working capital of the Group.
- Security:** To be secured by the Share Charge and the Deed of Assignment.
- Interest Rate:** 10% per annum.
- Repayment Date:** In respect of each tranche of the Loan drawn by the Company, being the second anniversary day of each of the respective Drawdown Dates.
- Prepayment:** The Company may prepay to the Lender the Loan (in whole or in part thereof) in integral multiples of HK\$500,000 (or such lesser amount as may represent the entire outstanding principal amount thereof) at any time prior to the repayment dates.
- Drawing of Loan:**
- (1) The Company has drawn the first tranche of the Loan in the sum of HK\$1,060,000 and the Lender has advanced the sum to the Company on or before 15 December 2021 (the “**First Drawdown Date**”). The drawing of the first tranche of the Loan was unconditional.
  - (2) From the signing of the Loan Agreement and up to the date of the SGM (both dates inclusive) (the “**Second Drawdown Date**”), the Company shall be entitled to draw the second tranche of the Loan up to the sum of HK\$1,500,000 by giving a seven (7)-days’ draw down notice in writing to the Lender. The drawing of second tranche of the Loan is unconditional.

- (3) Within one (1) month (the “**Third Drawdown Date**”) upon satisfaction (or waiver) of the conditions precedent for drawing the third tranche of the Loan set out below, the Company shall be entitled to draw the third tranche of the Loan up to the sum of HK\$2,440,000 and, if applicable, any amount yet to be drawn by the Company under the second tranche of the Loan before the date of the SGM, by giving a seven (7)-days’ draw down notice in writing to the Lender.
- (4) Within one (1) month (the “**Fourth Drawdown Date**”) upon satisfaction (or waiver) of the conditions precedent for drawing the fourth tranche of the Loan set out below, the Company shall be entitled to draw the fourth tranche of the Loan being the remaining undrawn balance of the Loan up to the sum of HK\$5,000,000 by giving a seven (7)-days’ draw down notice in writing to the Lender.

**Conditions Precedent:**

- (1) The obligation of the Lender to advance the third tranche of the Loan and, if applicable, any amount yet to be drawn by the Company under the second tranche of the Loan before the date of the SGM, to the Company is conditional upon:
  - (i) none of the events of default having occurred;
  - (ii) the passing of the necessary resolution(s) by the Independent Shareholders at the SGM to be duly convened and held to approve the Loan Agreement and the transactions contemplated thereunder including but not limited to the entering into of the Share Charge and the Deed of Assignment in compliance with the Listing Rules;

- (iii) the Share Charge has been duly executed and delivered by the Chargor in favour of the Lender as continuing security for the due and punctual repayment of the Loan and the due and punctual performance of all the obligations of the Company contained in the Loan Agreement;
- (iv) the Deed of Assignment has been duly executed and delivered by the Assignor in favour of the Lender as continuing security for the due and punctual repayment of the Loan and the due and punctual performance of all the obligations of the Company contained in the Loan Agreement; and
- (v) all such documents incidental to the Loan Agreement, the Share Charge and the Deed of Assignment and other document(s) which may be reasonably requested by the Lender have been duly executed and delivered by the Chargor, the Assignor and the relevant parties.

The Lender may at its absolute discretion at any time waive any of the conditions (i), (iii), (iv) and (v) above and such waiver shall be effective only if it is made in writing and may be made subject to such terms and conditions as are determined and imposed by the Lender at its sole and absolute discretion. In the event that any of the above conditions has not been satisfied (or waived) on or before 30 April 2022 (or such later date as the Lender and the Company may agree in writing), the Lender shall have no obligation to grant the third or any further tranche of Loan to the Company.

- (2) The obligation of the Lender to advance the fourth tranche of the Loan to the Company is conditional upon:
- (i) The fulfillment (or waiver, as the case may be) of all the conditions (1)(i), (ii), (iii), (iv) and (v) above; and
  - (ii) the provision of a business plan of the Company to the satisfaction of the Lender.

The Lender may at its absolute discretion at any time waive any of the conditions (1)(i), (iii), (iv) and (v) and (2) and such waiver shall be effective only if it is made in writing and may be made subject to such terms and conditions as are determined by the Lender. In the event that any of the above conditions has not been satisfied (or waived) on or before 31 August 2022 (or such later date as the Lender and the Company may agree), the Lender shall have no obligation to grant any of the fourth tranche of the Loan to the Company.

### **Share Charge**

Pursuant to the Loan Agreement, subject to the passing of the ordinary resolution by the Independent Shareholders at the SGM to approve the Loan Agreement and the transactions contemplated thereunder including but not limited to the entering into of the Share Charge and the Deed of Assignment, the Chargor shall execute the Share Charge in favour of the Lender to charge and assign by way of first fixed charge the entire issued share capital of the Subject Company owned by the Chargor to the Lender as a continuing security for the due and punctual payment of the Loan and interest accrued thereon and the due and punctual performance of all the obligations of the Company contained in the Loan Agreement.



In the event that the security provided by the Group under the Share Charge becomes enforceable, the Lender may exercise its power of sale under the Share Charge to sell the entire equity interest in the Subject Company for the recovery of the outstanding Loan and interest accrued thereon. In the circumstances, the enforcement of the Share Charge will constitute a disposal of the Subject Company. The Subject Company and its subsidiaries will cease to be subsidiaries of the Company and Mongolia Logistics will cease to be an associated corporation of the Company. In case the Lender elects to foreclose the security under the Share Charge, it will constitute a discloseable and connected transaction on the part of the Company. As at the date of this announcement, the Company has no information on the counterparty if the Lender enforce the security under the Share Charge.

### **Deed of Assignment**

Pursuant to the Loan Agreement, subject to the passing of the ordinary resolution by the Independent Shareholders at the SGM to approve the Loan Agreement and the transactions contemplated thereunder including but not limited to the entering into of the Share Charge and the Deed of Assignment, the Assignor shall execute the Deed of Assignment in favour of the Lender to assign to the Lender all the indebtedness owed by the Subject Company to the Assignor as a continuing security for the due and punctual payment of the Loan and interest accrued thereon and the due and punctual performance of all the obligations of the Company contained in the Loan Agreement. As at the date of this announcement the amount due by the Subject Company to the Assignor is approximately HK\$56,000.

In the event that the resolution proposed to approve the Loan Agreement and the transactions contemplated thereunder is not approved by the Independent Shareholders in the SGM, the Chargor and the Assignor are not required to execute the Share Charge and the Deed of Assignment respectively. In such circumstances, the first tranche and the second tranche of the Loan advanced by the Lender will become unsecured.

## **INFORMATION ON THE PARTIES**

### **The Lender**

To the best of the knowledge, information and belief of the Directors, and having made all reasonable enquiries, the Lender is a licensed money lender in Hong Kong and the entire issued share capital of the Lender is wholly-owned by Ms. Choi. As the date of this announcement, the Lender is holding 67,961,770 Shares, representing approximately 10.59% of the existing issued share capital of the Company and Ms. Choi is in person holding 76,380 Shares, representing approximately 0.01% of the existing issued share capital of the Company. Each of the Lender and Ms. Choi is or is deemed to be a substantial shareholder and a connected person of the Company.

### **The Company**

The Company is an investment holding company. The principal activities of the Group include the trading of commodities, exploration and production of oil and provision of oil well services, and provision of logistics and warehousing services.

### **The Chargor**

The Chargor is a company incorporated in the British Virgin Islands with limited liability. The Chargor is a wholly-owned subsidiary of the Company. The Chargor is principally engaged in investment holding.

### **The Subject Company**

The Subject Company is a company incorporated in the British Virgin Islands with limited liability. The Subject Company is the wholly-owned subsidiary of the Chargor, and thus an indirect wholly-owned subsidiary of the Company. The Subject Company is principally engaged in investment holding.

## **The Assignor**

The Assignor is a company incorporated in Hong Kong with limited liability. The Assignor is wholly-owned subsidiary of the Subject Company. The Assignor is principally engaged in investment holding.

## **Boshu (Shanghai)**

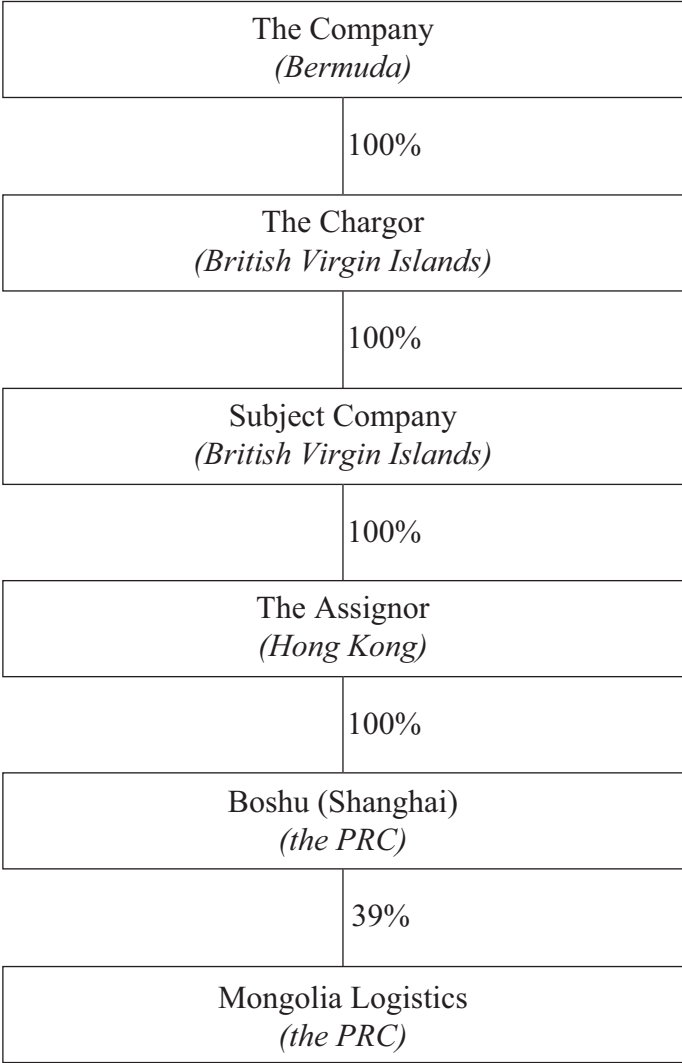
Boshu (Shanghai) is a company established in the PRC. Boshu (Shanghai) is a wholly-owned subsidiary of the Assignor. Boshu (Shanghai) is principally engaged in investment holding.

## **Mongolia Logistics**

Mongolia Logistics is a company established in the PRC. As at the date of this announcement, 39% of the equity interest of Mongolia Logistics is a wholly-owned by Boshu (Shanghai). Mongolia Logistics carries out the logistics and warehousing services in Wuhai, the Inner Mongolia Autonomous Region, China.

The Group acquired the Subject Group in October 2015. Details of which is disclosed in the announcement of the Company dated 22 October 2015.

The group structure of the Chargor and the Subject Group as at the date of the announcement are as follows:



Set out below is the unaudited financial information of the Subject Company for the two years ended 31 December 2020 and 2021, respectively, based on its unaudited management accounts prepared in accordance with the International Financial Reporting Standards:

	<b>For the year ended 31 December 2020</b>	<b>For the year ended 31 December 2021</b>
	(unaudited)	(unaudited)
	<i>HK\$'000</i>	<i>HK\$'000</i>
Revenue	–	–
Loss before tax	11	7
Loss after tax	11	7

The unaudited net asset value of the Subject Company as at 31 December 2021 was approximately HK\$10,000.

Set out below is the audited/unaudited financial information of the Assignor for the two years ended 31 December 2020 and 2021, respectively, based on its audited accounts and unaudited management accounts prepared in accordance with the International Financial Reporting Standards:

	<b>For the year ended 31 December 2020</b>	<b>For the year ended 31 December 2021</b>
	(audited)	(unaudited)
	<i>HK\$'000</i>	<i>HK\$'000</i>
Revenue	–	–
Loss before tax	13	–
Loss after tax	13	–

The unaudited net asset value of the Assignor as at 31 December 2021 was approximately HK\$10,000.

Set out below is the unaudited financial information of Boshu (Shanghai) for the two years ended 31 December 2020 and 2021, respectively, based on its unaudited management accounts prepared in accordance with generally accepted accounting principles in the PRC:

	<b>For the year ended 31 December 2020</b>	<b>For the year ended 31 December 2021</b>
	(unaudited)	(unaudited)
	<i>RMB'000</i>	<i>RMB'000</i>
Revenue	–	–
Profit/loss before tax	–	–
Profit/loss after tax	–	–

The unaudited net asset value of Boshu (Shanghai) as at 31 December 2021 was approximately nil.

Set out below is the audited/unaudited financial information of Mongolia Logistics for the two years ended 31 December 2020 and 2021, respectively, based on its audited accounts and unaudited management accounts prepared in accordance with generally accepted accounting principles in the PRC:

	<b>For the year ended 31 December 2020</b>	<b>For the year ended 31 December 2021</b>
	(audited)	(unaudited)
	<i>RMB'000</i>	<i>RMB'000</i>
Revenue	3,903	544
Loss before tax	2,918	5,112
Loss after tax	2,918	5,112

The unaudited net liabilities value of Mongolia Logistics as at 31 December 2021 was approximately RMB10,000.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREUNDER**

Given that the Coronavirus Disease (COVID-19) continued to create uncertain and adverse impacts on the market and the economies in the foreseeable future, the Group's business was adversely affected by the COVID-19 pandemic and the Group recorded loss and had a deficit of working capital. Due to the high gearing ratio of the Company, the Company encountered difficulty to raise fund by debt financing from independent third parties either by way of secured or unsecured loan. The Directors consider that notwithstanding the Lender requested the Company to provide security for the Loan, the Loan Agreement could provide working capital for the overhead and operation expenses of the Group.

The Directors (other than the independent non-executive Directors whose opinion will be provided after reviewing the advice of the independent financial adviser as and when appropriate) are in the view that the terms, including the interest rate and the provision of security, of the Loan Agreement are on normal commercial terms and beneficial to the business development of the Group, and the terms of the transactions are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

To the best of the knowledge and belief of the Directors, none of the Directors has any interest in the resolution(s) of the Board to consider and approve the transactions contemplated under the Loan Agreement, or is otherwise required to abstain from voting on the relevant resolution(s) of the Board.

## **LISTING RULES IMPLICATIONS**

As at the date of this announcement, the Lender is holding 67,961,770 Shares, representing approximately 10.59% of the existing issued share capital of the Company and Ms. Choi, being the ultimate beneficial owner of the Lender, is in person holding 76,380 Shares, representing approximately 0.01% of the existing issued share capital of the Company. Each of the Lender and Ms. Choi is or is deemed to be a substantial shareholder and a connected person of the Company. Therefore, the entering into of the Loan Agreement and the transactions contemplated thereunder (including execution of the Share Charge and the Deed of Assignment) constitute connected transactions of the Company. As the highest of applicable percentage ratios in respect of the amount of the Loan is more than 5% but less than 25% and the total value under the Loan Agreement is not less than HK\$10,000,000, the Loan Agreement constitutes a connected transaction and is subject to announcement, circular (including independent financial advice) and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

In the event that the security provided by the Group under the Share Charge becomes enforceable, the Lender may exercise its power of sale under the Share Charge to sell the entire equity interest in the Subject Company for the recovery of the outstanding Loan and interest accrued thereon. In the circumstances, the enforcement of the Share Charge will constitute a disposal of the Subject Company. As the highest of applicable percentage ratios in respect of the amount of the potential disposal is more than 5% but less than 25%, it will constitute a discloseable transaction on the part of the Company. In case the Lender elects to foreclose the security under the Share Charge, it will constitute a discloseable and connected transaction on the part of the Company.



## **INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

The Independent Board Committee comprising all the independent non-executive Directors has been formed to consider and advise the Independent Shareholders as to whether the terms of the Loan Agreement are fair and reasonable, and are in the interests of the Company and the Shareholders as a whole, and to advise the Independent Shareholders as to how to vote at the SGM.

An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders whether the terms of the Loan Agreement are fair and reasonable, and are in the interests of the Company and the Shareholders as a whole, and to advise the Independent Shareholders as to how to vote at the SGM. The advice of the independent financial adviser and the recommendation of the Independent Board Committee will be included in the circular to be despatched to the Independent Shareholders.

## **SGM**

The Company will convene and hold the SGM for the purpose of seeking approval from the Independent Shareholders on, among other things, entering into of the Loan Agreement and the transactions contemplated thereunder (including execution of the Share Charge and the Deed of Assignment). The voting at the SGM will be conducted by poll. The Lender, Ms. Choi and their associates will abstain from voting on the relevant resolutions at the SGM.

## **GENERAL**

A circular containing, among other things, (1) the details of the Loan Agreement and the transactions contemplated thereunder (including execution of the Share Charge and the Deed of Assignment); (2) the recommendation of the Independent Board Committee; (3) the advice of the independent financial adviser; and (4) a notice of the SGM, will be despatched to the Shareholders on or about 8 March 2022, as additional time is required to prepare and finalise the information to be included in the circular.

## DEFINITIONS

Unless otherwise stated or the context requires otherwise, the terms in this announcement have the following meanings:

“Assignor”	Shanghai Industrial Commodities Trading Limited, a company incorporated in Hong Kong and the entire issued share capital of which is owned by the Subject Company
“associate”	has the meaning ascribed thereto under the Listing Rules
“Board”	the board of Directors
“Boshu (Shanghai)”	Boshu (Shanghai) Trading Company Limited# 博屬(上海)貿易有限公司, a company established in the PRC, a wholly-owned subsidiary of the Subject Company
“Chargor”	City Joint Investments Limited, a company incorporated under the laws of the British Virgin Islands, being a wholly-owned subsidiary of the Company and the legal and beneficial owner of the entire issued capital of the Subject Company
“Company”	Silk Road Logistics Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 988)
“connected person”	has the meaning ascribed thereto under the Listing Rules
“Deed of Assignment”	the deed of assignment of debt by way of security to be executed by the Assignor in favour of the Lender in relation to the assignment of all debts owed to the Assignor by the Subject Company to the Lender as a continuing security for the repayment obligation of the Company under the Loan Agreement
“Directors”	the directors of the Company

“Drawdown Dates”	collectively, the First Drawdown Date, the Second Drawdown Date, the Third Drawdown Date and the Fourth Drawdown Date
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Board Committee”	the independent board committee of the Company comprising Ms. Choy So Yuk, Mr. Wu Zhao, Mr. Chen Wai Chung Edmund and Ms. Ang Mei Lee Mary, being all the independent non-executive Directors, established by the Board for the purpose of advising the Independent Shareholders in respect of the Loan Agreement and the transactions contemplated thereunder
“Independent Shareholders”	any Shareholder other than the Lender, Ms. Choi and her associates and those who are not required to abstain from voting at the SGM to approve the Loan Agreement and the transactions contemplated thereunder
“Lender”	Yick Chuen Credit Limited, a company incorporated in Hong Kong with limited liability, and which is a licensed money lender in Hong Kong, a substantial shareholder and a connected person of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	the actual amount of loan drawn and to be drawn by the Company, including the HK\$1,060,000 which has been drawn by the Company on or before 15 December 2021 and any further loan to be drawn by the Company pursuant to the Loan Agreement up to the maximum loan amount of HK\$10,000,000

“Loan Agreement”	the loan agreement dated 27 January 2022 entered into between the Lender and the Company in relation to the Loan
“Mongolia Logistics”	Inner Mongolia Eurasian Continent Bridge Logistics Limited Liability Company# 內蒙古亞歐大陸橋物流有限責任公司, a company established in the PRC, 39% of the equity interest of which is owned by Boshu (Shanghai) as at the date of this announcement
“Ms. Choi”	Ms. Choi Lai Kuen, being the ultimate beneficial owner of the Lender, and who is a substantial shareholder and a connected person of the Company
“SGM”	the special general meeting of the Company to be convened to approve the Loan Agreement and the transactions contemplated thereunder (including the Share Charge and the Deed of Assignment)
“Share Charge”	the deed of charge of charging the share of Wealth Delight International Holdings Limited as a continuing security for the Loan Agreement, entered into between the Chargor and the Lender
“Share(s)”	shares of HK\$0.1 each in the share capital of the Company
“Shareholders”	holder of the issued Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subject Company”	Wealth Delight International Holdings Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Chargor

“Subject Group” together, the Subject Company, its subsidiaries and Mongolia Logistics

“%” per cent.

By order of the Board  
**Silk Road Logistics Holdings Limited**  
**Cheung Ngai Lam**  
*Executive Director*

Hong Kong, 27 January 2022

*As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Cheung Ngai Lam and Mr. Chung Wai Man; a non-executive Director, namely Mr. Ouyang Nong; and four independent non-executive Directors, namely Ms. Choy So Yuk, Mr. Wu Zhao, Mr. Chen Wai Chung Edmund and Ms. Ang Mei Lee Mary.*

# *The English transliteration of the Chinese names in this announcement, where indicated, is included for information only, and should not be regarded as the official English names of such Chinese names.*