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**PT INTERNATIONAL DEVELOPMENT CORPORATION LIMITED**

**保 德 國 際 發 展 企 業 有 限 公 司 \***

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 372)**

**DISCLOSEABLE TRANSACTION  
PROVISION OF LOAN TO AN INDEPENDENT THIRD PARTY**

On 1 June 2018 (after trading hours), the Lender, which is a wholly-owned subsidiary of the Company, entered into the Loan Agreement with the Borrower, pursuant to which the Lender agreed to provide to the Borrower a loan in the principal amount of US\$6,000,000, and simultaneously entered into the Participation Agreement with an independent third party, pursuant to which the Participant participated in the Loan in the principal amount of US\$1,000,000.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the amount of the PT Loan is more than 5% but less than 25%, the granting of financial assistance by the Group to the Borrower under the Agreements constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

On 1 June 2018 (after trading hours), the Lender, a wholly-owned subsidiary of the Company, entered into the Loan Agreement and the Participation Agreement simultaneously.

\* *For identification purpose only*

## THE LOAN AGREEMENT

Principal terms of the Loan Agreement are set out as below:

Date:	1 June 2018 (after trading hours)
Parties involved:	(i) the Lender, PT Credit Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Company; and  (ii) the Borrower, Eastern Yangtze Development (HK) Limited, a company incorporated in Hong Kong with limited liability, an Independent Third Party
Principal amount:	A total of US\$6,000,000 (being US\$5,000,000 from the Lender and US\$1,000,000 from the Participant)
Interest rate:	10% per annum, payable on the maturity date of the Loan
Maturity date:	the date falling 12 months from the date of drawdown, provided that if such date falls on a non-Business Day, then the maturity date shall be the immediately following Business Day
Prepayment:	the Borrower may prepay the Loan in whole or in minimum multiple of US\$1,000,000 on any Business Day prior to the maturity date by giving written notice to the Lender
Security:	the Share Charge and the Debenture

## THE PARTICIPATION AGREEMENT

Simultaneous with the signing of the Loan Agreement, the Lender entered into the Participation Agreement with the Participant, who is one of the ultimate beneficial owners of the Borrower, pursuant to which the Participant participated, without recourse to the Lender, in the Loan in the principal amount of US\$1,000,000.

In view of the Participation Agreement, the principal amount of the Loan to be advanced under the Loan Agreement attributable to the Lender is US\$5,000,000 (“**PT Loan**”).

## FUNDING OF THE PT LOAN

The PT Loan will be funded by internal resources of the Group.

## **INFORMATION OF THE GROUP, THE LENDER AND THE BORROWER**

The Company is an investment holding company, whereas the Group is principally engaged in trading of commodities, investment holdings, provision of finance, property investment and treasury investment. The Group also has interests in the business of provision of oil port and storage services as well as port related services in South Western PRC and trading of oil and petrochemical products.

The Lender is a wholly owned subsidiary of the Company and is a licensed money lender holding a valid money lenders licence under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong). The Lender is principally engaged in the business of money lending.

The Borrower is an investment holding company with a wholly-owned subsidiary in the PRC which is in the course of setting up infrastructure for operating chemical storages in the Yangtze River Delta, and has an international management team with vast industry experience, including the former Head of China of a leading international petrochemical group operating in the PRC.

## **RELATIONSHIP WITH THE BORROWER AND THE PARTICIPANT**

The Borrower and its ultimate beneficial owners, including the Participant, are, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Independent Third Parties not connected with the Company and its connected persons.

## **REASONS FOR AND BENEFITS OF THE PROVISION OF THE LOAN**

The provision of the PT Loan is a transaction carried out as part of the ordinary and usual course of business of the Group and is expected to generate an interest income of US\$500,000 (obtained by multiplying the PT Loan in the principal amount of US\$5,000,000 and the interest rate per annum of 10%) for the Group.

The terms of the Loan Agreement (including the interest rate) and the Participation Agreement were arrived at by the parties thereto after arm's length negotiations. The Directors consider that the terms of the Loan Agreement and the Participation Agreement are normal commercial terms and are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

## **IMPLICATIONS UNDER THE LISTING RULES**

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the amount of the PT Loan is more than 5% but less than 25%, the granting of financial assistance by the Group to the Borrower under the Agreements constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules.

## DEFINITIONS

In this announcement, the following expressions shall, unless the context requires otherwise, have the following meanings:

“Agreements”	the Loan Agreement and the Participation Agreement
“Board”	the board of Directors of the Company
“Borrower”	Eastern Yangtze Development (HK) Limited which, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, is an Independent Third Party not connected with the Company and its connected persons
“Business Day”	a day (other than Saturday and Sunday) on which banks are open for general business in Hong Kong
“Company”	PT International Development Corporation Limited (stock code: 372), a company incorporated in Bermuda with limited liability, the issued 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
“Debenture”	the debenture incorporating a first floating charge over all the undertaking, property, assets, goodwill, rights and revenues of the Borrower dated 1 June 2018 executed by the Borrower in favour of the Lender as security for the Loan
“Director(s)”	the director(s) of the Company
“EYD (BVI)”	Eastern Yangtze Development Company Limited, a company incorporated in the British Virgin Islands and the sole shareholder of the Borrower
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	party(ies) who is (are) not connected person(s) of the Company and its subsidiaries and is (are) third party(ies) independent of the Company and connected persons of the Company

“Lender”	PT Credit Limited, a company incorporated in Hong Kong with limited liability and 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”	a loan in the principal amount of US\$6,000,000 to be granted by the Lender to the Borrower under the Loan Agreement (being US\$5,000,000 from the Lender and US\$1,000,000 from the Participant)
“Loan Agreement”	a loan agreement dated 1 June 2018 entered into between the Lender and the Borrower in relation to the provision of the Loan
“Participant”	Lord Fraser of Corriearth, one of the ultimate beneficial owners of the Borrower, and to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, is an Independent Third Party not connected with the Company and its connected persons
“Participation Agreement”	a participation agreement dated 1 June 2018 entered into between the Lender and the Participant in relation to the Participant’s participation in the Loan in the principal amount of US\$1,000,000
“PRC”	People’s Republic of China, and for the purpose of this announcement only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Share(s)”	ordinary share(s) of HK\$0.01 each in the capital of the Company
“Share Charge”	a share charge on all the issued shares of the Borrower, incorporating an assignment of all indebtedness due by the Borrower to EYD (BVI), dated 1 June 2018 executed by EYD (BVI) in favour of the Lender
“Shareholder(s)”	holder(s) of the issued Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“US\$” United State dollar(s), the lawful currency of United States of America

“%” per cent

By Order of the Board  
**PT International Development Corporation Limited**  
**Ching Man Chun, Louis**  
*Chairman and Managing Director*

Hong Kong, 1 June 2018

*As at the date of this announcement, the Board comprises four Executive Directors, namely, Mr. Ching Man Chun, Louis (Chairman and Managing Director), Mr. Sue Ka Lok, Ms. Xu Wei and Mr. Gary Alexander Crestejo; and three Independent Non-executive Directors, namely, Mr. Yam Kwong Chun, Mr. Yeung Kim Ting and Mr. Wong Yee Shuen, Wilson.*