

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.



Earthasia International Holdings Limited
泛亞環境國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6128)

DISCLOSEABLE TRANSACTION
RENEWAL OF REVOLVING LOAN FACILITY

RENEWAL OF THE REVOLVING LOAN FACILITY

Reference is made to the announcement of the Company dated 20 September 2016 (the “**Announcement**”) in relation to the provision of Revolving Loan Facility by the Company to the Borrower. Unless otherwise specified, capitalized terms used herein shall have the same meanings as those defined in the Announcement.

On 24 January 2017, the Company entered into the Renewal Agreement with the Borrower pursuant to which the Lender agreed to renew the Revolving Loan Facility in the amount of HK\$14,000,000 at a reduced interest rate of 15% per annum for a further 18 months from 24 January 2017 to 23 July 2018. Subject to the terms and conditions, the Renewed Revolving Loan Facility can be drawn down at any time for one year during the availability period.

LISTING RULES IMPLICATION

The entering into of the Renewal Agreement constitutes a discloseable transaction for the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Renewed Revolving Loan Facility exceed 5% but are less than 25%, the grant of the Renewed Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders’ approval requirement.

RENEWAL OF THE REVOLVING LOAN FACILITY

On 24 January 2017, the Company entered into the Renewal Agreement with the Borrower pursuant to which the Lender agreed to renew the Revolving Loan Facility in the amount of HK\$14,000,000 at a reduced interest rate of 15% per annum during the availability period of 18 months from 24 January 2017 to 23 July 2018. Subject to the terms and conditions, the Renewed Revolving Loan Facility can be drawn down at any time for one year during the availability period.

THE RENEWAL AGREEMENT

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

Date:	24 January 2017
Lender:	The Company
Borrower:	Earthasia Worldwide Holdings Limited, a company incorporated in Hong Kong with limited liability.

The Borrower is a company incorporated in Hong Kong with limited liability and is owned as to 30% by the Group and 5% by Mr. Chan, which has been accounted for as an investment in joint venture. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the holder of the remaining 65% issued share capital of the Borrower and its ultimate beneficial owners and the directors of the Borrower and its subsidiaries are third parties independent of and not connected with the Company and its connected persons.

Amount of the Renewed Revolving Loan Facility:	Up to HK\$14,000,000 which is revolving in nature in which any part of the Renewed Revolving Loan Facility that is repaid or prepaid may be re-borrowed by the Borrower, subject to the terms and conditions of the Renewal Agreement.
Repayment Term:	One year from the date of drawdown, subject to further written agreement between the Lender and the Borrower on any possible extension.

- Repayment:** Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Renewal Revolving Loan Facility in full in one lump sum together with all interest accrued thereon and all other monies payable under the Renewal Agreement on the maturity date. In addition, the Lender shall have the right from time to time in its absolute and sole discretion require or demand any collateral which is with a value equivalent or over the outstanding amount from the Borrower.
- Prepayment:** The Borrower may prepay all or any part of a drawdown prior to the maturity date without penalty. Any prepayment of a drawdown will refresh the available amount of the Renewed Revolving Loan Facility for drawing.
- Interest:** Interest shall accrue on the outstanding balance of any drawdown at the rate of 15% per annum.
- Conditions:** The Lender shall have absolute discretion as to whether to make available any sum for any drawdown under the Renewal Agreement.

INFORMATION OF THE GROUP

The principal activity of the Company is investment holding and the principal activities of the Group is engaged in the provision of a wide range of landscape architecture services covering landscape assessment, planning, design and other related advisory services.

INFORMATION ON THE BORROWER

The Borrower and its subsidiaries are principally engaged in the trading of Japanese goods which includes foods, cosmetics, groceries, daily necessities etc. between Japan, Hong Kong and the PRC.

The Borrower is a company incorporated in Hong Kong with limited liability and is owned as to 30% by the Group and 5% by Mr. Chan, which has been accounted for as an investment in joint venture. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the holder of the remaining 65% issued share capital of the Borrower and its ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons. The Borrower is not a commonly held entity of the Group within the meaning of Rule 14A.27 of the Listing Rules and the Loan is not a connected transaction under Chapter 14A of the Listing Rules.

REASONS FOR AND BENEFITS OF THE PROVISION OF THE RENEWED REVOLVING LOAN FACILITY

The terms of the Renewal Agreement were arrived at after arm's length negotiations between the Lender and the Borrower.

Having considered the background of the Borrower and the interest income to be earned by the Group, the Directors consider that it is beneficial to enter into the Renewal Agreement. The Directors consider that the Renewed Revolving Loan Facility will result in a reasonable income and interest return to the Group. The Directors believe that the terms of the Renewed Revolving Loan Facility are on normal commercial terms, are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

The Renewed Revolving Loan Facility will be funded by internal resources of the Group and financing from the other lending institutions and will be recorded as loan receivable of the Group.

LISTING RULES IMPLICATIONS

The entering into of the Renewal Agreement constitutes a discloseable transaction for the Company. As the relevant applicable percentage ratios (as defined in the Listing Rules) for the Renewed Revolving Loan Facility exceed 5% but are less than 25%, the grant of the Renewed Revolving Loan Facility constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification and announcement requirements under the Listing Rules but exempt from the shareholders' approval requirement.

DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the otherwise stated:–

“associate(s)”	has the meaning ascribed to it in the Listing Rules
“Board”	the board of directors of the Company
“Borrower”	Earthasia Worldwide Holdings Limited (泛亞國貿有限公司)
“Company”	Earthasia International Holdings Limited (泛亞環境國際控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Controlling Shareholder”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of the Hong Kong Special Administrative Region of the People’s Republic of China
“independent third party(ies)”	has the meaning ascribed thereto under the Listing Rules
“Lender”	the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement”	the loan agreement dated 24 November 2015 entered into between the Lender and the Borrower in relation to the provision of the Revolving Loan Facility
“Mr. Chan”	Chan Yick Yan Andross (陳奕仁), an executive Director and a Controlling Shareholder
“PRC”	the People’s Republic of China
“Renewal Agreement”	the renewed Loan Agreement dated 24 January 2017 entered into between the Lender and the Borrower

“Renewed Revolving Loan Facility”	The renewed Revolving Loan Facility of up to HK \$14,000,000 provided by the Lender or the Borrower pursuant to the terms and conditions of the Renewal Agreement
“Revolving Loan Facility”	the revolving loan facility of up to HK\$14,000,000 provided by the Lender to the Borrower pursuant to the terms and conditions of the Loan Agreement
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“%”	per cent

By order of the Board
Earthasia International Holdings Limited
Lau Hing Tat Patrick
Chairman

Hong Kong, 24 January 2017

As at the date of this announcement, the executive Directors are Mr. Lau Hing Tat Patrick, Mr. Chan Yick Yan Andross and Mr. Tian Ming; the non-executive Directors are Mr. Michael John Erickson, Mr. Ma Lida and Ms. Huang Yaping; and the independent non-executive Directors are Ms. Tam Ip Fong Sin, Mr. Wong Wang Tai and Mr. Wang Yuncai.

* *For identification purpose only*