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## **HANBO ENTERPRISES HOLDINGS LIMITED**

**恒寶企業控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1367)**

### **DISCLOSEABLE TRANSACTION SECOND SUPPLEMENTAL DEED TO THE LOAN AGREEMENT AND PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO AN ENTITY**

Reference is made to the announcements of the Company dated 19 December 2016 and 19 June 2017 regarding, among other matters, the Loan Agreement and the First Supplemental Deed entered into between Capital Strategic as the Lender and Mr. Cheung Che Kin as the Borrower. Pursuant to the Loan Agreement and the First Supplemental Deed, Capital Strategic agreed to provide a loan to the Borrower in the principal amount of HK\$18,200,000, bearing interest at a rate of 13% per annum and repayable on 18 December 2017.

Subsequent to the date of First Supplemental Deed, a repayment on the loan principal amount of approximately HK\$2,566,000 was made by the Borrower pursuant to the Loan Agreement and the First Supplemental Deed. As at the date of this announcement, the outstanding loan principal and interest amounts in total was approximately HK\$16,275,000.

As the term of the First Supplemental Deed has expired on 18 December 2017, Capital Strategic and the Borrower have on 18 December 2017 (after trading hours) entered into the Second Supplemental Deed to, among other matters, (i) extend the maturity date from 18 December 2017 to 18 June 2018; and (ii) revise the loan granted under the Loan Agreement down to approximately HK\$16,275,000. Other than the maturity date which has been extended to 18 June 2018 and the amount of the loan has been revised down to approximately HK\$16,275,000 pursuant to the Second Supplemental Deed, the principal terms of the Loan Agreement remains applicable to Capital Strategic and the Borrower in connection with the Loan.

The principal terms of the Second Supplemental Deed are set out in the paragraph headed “The Second Supplemental Deed” in this announcement.

As one of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Second Supplemental Deed, when aggregated with the Loan Agreement and the First Supplemental Deed, exceeds 5% but all of them are less than 25%, the grant of the Loan as extended under the Second Supplemental Deed constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements.

As the amount of the Loan granted to the Borrower exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules, the grant of the Loan under the Second Supplemental Deed is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

## **SECOND SUPPLEMENTAL DEED TO THE LOAN AGREEMENT AND PROVISION OF FINANCIAL ASSISTANCE**

Reference is made to the announcements of the Company dated 19 December 2016 and 19 June 2017 regarding, among other matters, the Loan Agreement and the First Supplemental Deed entered into between Capital Strategic as the Lender and Mr. Cheung Che Kin as the Borrower. Pursuant to the Loan Agreement and the First Supplemental Deed, Capital Strategic agreed to provide a loan to the Borrower in the principal amount of HK\$18,200,000, bearing interest at a rate of 13% per annum and repayable on 18 December 2017.

Subsequent to the date of First Supplemental Deed, a repayment on the loan principal amount of approximately HK\$2,566,000 was made by the Borrower pursuant to the Loan Agreement and the First Supplemental Deed. As at the date of this announcement, the outstanding loan principal and interest amounts in total was approximately HK\$16,275,000.

As the term of the Loan Agreement has expired on 18 December 2017, Capital Strategic and the Borrower have on 18 December 2017 (after trading hours) entered into the Second Supplemental Deed to, among other matters, (i) extend the maturity date from 18 December 2017 to 18 June 2018; and (ii) revise the loan granted under the Loan Agreement down to approximately HK\$16,275,000. Other than the maturity date which has been extended to 18 June 2018 and the amount of the loan has been revised down to approximately HK\$16,275,000 pursuant to the Second Supplemental Deed, the principal terms of the Loan Agreement remains applicable to Capital Strategic and the Borrower in connection with the Loan.

## **THE SECOND SUPPLEMENTAL DEED**

Summarised below are the principal terms of the Second Supplemental Deed.

Date : 18 December 2017 (after trading hours)

Parties : Capital Strategic, as the Lender

Capital Strategic is an indirect wholly-owned subsidiary of the Company and it is licensed to conduct money lending business in Hong Kong under the provisions of the Money Lenders Ordinance.

Mr. Cheung Che Kin, as the Borrower

To the best of knowledge, information and belief of the Directors having made all reasonable enquiry, the Borrower is a third party independent of the Company and connected persons of the Company.

Loan amount : Approximately HK\$16,275,000

Interest rate : 13% per annum

Maturity date : 18 June 2018

Voluntary cancellation : The Borrower shall not cancel all or any part of the undrawn Loan during the terms of the Second Supplemental Deed.

## **REASONS FOR AND BENEFITS OF THE SECOND SUPPLEMENTAL DEED**

The Company is an investment holding company. The Group is principally engaged in trading of apparel products and provision of apparel supply chain management services for woven wear (such as shirts, pants, jeans and jackets) and accessories. The Group is also engaged in provision of financial services, money lending business and securities investment.

As money lending is one of the principal activities of the Group, the grant of the Loan to the Borrower under the Loan Agreement, the First Supplemental Deed and the Second Supplemental Deed is in the ordinary and usual course of business of the Group.

The terms of the Second Supplemental Deed are negotiated on an arm's length basis between Capital Strategic and the Borrower. The Directors are of the view that the terms of the Second Supplemental Deed are on normal commercial terms. Given that a stable interest income would be generated from the Loan under the Second Supplemental Deed, the Directors consider that the grant of the Loan under the Second Supplemental Deed is fair and reasonable and in the interests of the Company and its shareholders as a whole.

## LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Second Supplemental Deed, when aggregated with the Loan Agreement and the First Supplemental Deed, exceeds 5% but all of them are less than 25%, the grant of the Loan as extended under the Second Supplemental Deed constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements.

As the amount of the Loan granted to the Borrower exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules, the grant of the Loan under the Second Supplemental Deed is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

## DEFINITIONS

In this announcement, unless the context otherwise requires, the words and expressions below shall have the following meanings when used herein:

“Board”	the board of Directors
“Borrower”	Mr. Cheung Che Kin, who, to the best of Directors’ knowledge, information and belief having made all reasonable enquiry, is a third party independent of the Company and connected persons of the Company
“Business Day”	a day on which the Stock Exchange is open for the transaction of business
“Company”	Hanbo Enterprises Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“First Supplemental Deed”	a supplemental deed dated 19 June 2017 entered into between the Lender and the Borrower in respect of the loan in the principal amount of HK\$18,200,000 provided by Capital Strategic to the Borrower
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“Lender” or “Capital Strategic”	Capital Strategic Partners Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	a loan in the principal amount of approximately HK\$16,275,000 provided by Capital Strategic to the Borrower under the Second Supplemental Deed
“Loan Agreement”	the loan agreement dated 19 December 2016 entered into between Capital Strategic and the Borrower in respect of the loan in the principal amount of HK\$20,000,000 provided by Capital Strategic to the Borrower
“Money Lenders Ordinance”	the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Second Supplemental Deed”	a supplemental deed dated 18 December 2017 entered into between the Lender and the Borrower in respect of the Loan
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

By order of the Board  
**Hanbo Enterprises Holdings Limited**  
**Jia Bowei**  
*Chairman & Executive Director*

Hong Kong, 18 December 2017

*As at the date of this announcement, the executive Directors are Mr. Jia Bowei, Mr. Lam Kwan Sing, Mr. Liu Zhijun, Ms. Yi Sha, Mr. Wong Nga Leung and Mr. Hon Ming Sang and the independent non-executive Directors are Mr. Fok Ho Yin, Thomas, Mr. Chan Wai Cheung, Admiral and Mr. Lam Ho Pong.*