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TEAMWAY

International Group Holdings Limited

TEAMWAY INTERNATIONAL GROUP HOLDINGS LIMITED

(Formerly known as Jin Bao Bao Holdings Limited 金寶寶控股有限公司)

(Incorporated in Cayman Islands with limited liability)

(Stock Code: 1239)

**DISCLOSEABLE TRANSACTION SUPPLEMENTAL DEED
RELATING TO PROVISION OF LOAN FACILITY**

Reference is made to the announcement of the Company dated 28 August 2017 in relation to, among others, the provision of the Facility in the principal amount up to US\$8,300,000 (approximately HK\$65,000,000) by the Lender to the Borrower under the Loan Agreement.

The Board announces that on 5 March 2018, the Lender entered into the Supplemental Deed with the Borrower and Mr. Li pursuant to which the parties have agreed, among others, (a) to extend the Maturity Date to the First Extended Maturity Date; (b) to increase the interest payable on the Facility during the Extended Period; (c) to enter into the Personal Guarantee (Ms. Huang); and (d) repayment of the Partial Repayment Amount.

Save and except the variations contained in the Supplemental Deed, the Loan Agreement and the Security Documents shall remain in full force and effect.

As certain applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of the provision of the Facility and the entering into of the Supplemental Deed exceed 5% but less than 25%, the provision of the Facility and the entering into of the Supplemental Deed constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

THE SUPPLEMENTAL DEED

Date

5 March 2018

Parties to the Supplemental Deed

- (a) the Lender;
- (b) the Borrower; and
- (c) Mr. Li.

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, each of the Borrower and Mr. Li is an Independent Third Party.

Term

The first expiry of the Maturity Date is on 28 February 2018. Under the Supplemental Deed, the term of the Facility has been extended to the First Extended Maturity Date.

The term of the Facility may be extended to the Second Extended Maturity Date subject to the mutual consent in writing to be made between the Borrower and the Lender not less than three (3) Business Days prior to the expiry of the First Extended Maturity Date, provided that no consent shall be given by the Lender unless and until the Lender shall have duly received from the Borrower:

- (a) all accrued interests payable on the Facility under the Loan Agreement computed up to the date of expiry of the First Extended Maturity Date;
- (b) the Partial Repayment Amount or the interest payment payable under the Bridge Loan;
- (c) all interests and other sums payable on the Facility under the Loan Agreement computed from the date immediately after the expiry of the First Extended Maturity Date to the expiry of the Second Extended Maturity Date (both dates inclusive); and
- (d) no event of default set out in the Loan Agreement as amended and supplemented by the Supplemental Deed is subsisting.

Notwithstanding the above, the Lender shall not be obliged to grant a written consent to extend the term of the Facility to the Second Extended Maturity Date and may, at its sole and absolute discretion, agree or refuse to grant such written consent on such terms and conditions as it sees fit.

Interest Rate

The interest payable on Facility during the Extended Period shall be at the rate of 24 per cent (24%) per annum on the Facility calculated on a simple interest basis. The interest shall become due and payable by the Borrower to the Lender on the last day of the First Extended Maturity Date.

Personal Guarantee (Ms. Huang)

In addition to the Share Charge and the Personal Guarantee (Mr. Li), the Facility is further secured by a deed of personal guarantee executed by Ms. Huang in favour of the Lender.

To the best of the Director's knowledge, information and belief, and having made all reasonable enquiries, Ms. Huang is an Independent Third Party.

Partial Repayment Amount

The Borrower shall repay an amount of USD3,000,000.00, being partial repayment of the Facility, on or before 15 March 2018. If the Borrower fails to repay the Partial Repayment Amount and the Lender subsequently obtained the Bridge Loan, the Borrower shall within three (3) business days of demand indemnify the Lender in full the actual amount of interest payable by the Lender on the Bridge Loan calculated at the rate of 18% per annum.

Information on the Group and the lender

The Group is principally engaged in: (a) the design, manufacture and sale of packaging products and structural components in the People's Republic of China; (b) provision of corporate secretarial and consultancy services; and (c) property investment.

The Lender is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company.

Information on the Borrower, Mr. Li and Ms. Huang

The Borrower is a company incorporated in Hong Kong with limited liability and is principal engaged in investment in sports related business. Mr. Li is the sole ultimate beneficial owner of the BVI Co. The BVI Co directly owns the entire issued share capital of the Borrower.

Reasons for and benefits of entering into the Supplemental Deed

The terms of the Supplemental Deed were arrived at after arm's length negotiations between the Lender, the Borrower and Mr. Li. Having considered the Partial Repayment Amount to be made by the Borrower, the entering into of the Personal Guarantee (Ms. Huang), continuing securities provided for the Facility under the Share Charge and the Personal Guarantee (Mr. Li), and the expected further interest income to be generated, the Directors are of the view that the terms of the Supplemental Deed are on normal commercial terms, are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

Listing Rules Implication

As certain applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of the provision of the Facility and the entering into of the Supplemental Deed exceed 5% but less than 25%, the provision of the Facility and the entering into of the Supplemental Deed constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors of the Company
“Borrower”	Rossoneri Sport Investment Co., Limited, a company incorporated in Hong Kong and is wholly-owned by the BVI Co
“Bridge Loan”	a bridge loan in the sum of USD3,000,000.00 that the Lender may obtain from a third party
“BVI Co”	Rossoneri Advance Co., Limited, a company incorporated in the British Virgin Islands and wholly-owned by Mr. Li
“Company”	Teamway International Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed in the Main Board of the Stock Exchange
“connected person”	has the same meaning as ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Drawdown Date”	28 August 2017, being the date on which the Facility is drawn down

“Extended Period”	the period from the date immediately after the first expiry of the Maturity Date to the First Extended Maturity Date or the Second Extended Maturity Date, as the case may be
“Facility”	the term loan facility in the principal amount up to US\$8,300,000 (approximately HK\$65,000,000) under the Loan Agreement as supplemented and varied by the Supplemental Deed
“First Extended Maturity Date”	the date being one (1) month from the first expiry of Maturity Date
“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)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons of the Company in accordance with the Listing Rules
“Lender”	Great Earn International Limited, a company incorporated in Hong Kong with limited liability and is an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities of the Stock Exchange
“Loan Agreement”	the loan agreement dated 28 August 2017 entered into between the Lender and the Borrower in relation to the Facility
“Maturity Date”	the date falling six (6) months from the Drawdown Date, or the First Extended Maturity Date or the Second Extended Maturity Date, as the case may be
“Mr. Li”	Mr. Li Yong Hong
“Ms. Huang”	Ms. Huang Qingbo
“Partial Repayment Amount”	the amount of USD3,000,000.00, being partial repayment of the Facility to be made by the Borrower
“Personal Guarantee (Mr. Li)”	a deed of personal guarantee dated 28 August 2017 executed by Mr. Li in favour of the Lender

“Personal Guarantee (Ms. Huang)”	a deed of personal guarantee dated 5 March 2018 executed by Ms. Huang in favour of the Lender
“Second Extended Maturity Date”	the date being one (1) month from the expiry of the First Extended Maturity Date
“Security Documents”	the Share Charge, the Personal Guarantee (Mr. Li), the Personal Guarantee (Ms. Huang) and other document executed from time to time by whatever person as a further guarantee of or security for all or any part of the Borrower’s obligations under the Loan Agreement as supplemented and varied by the Supplemental Deed
“Share Charge”	a deed of share charge dated 28 August 2017 executed by Mr. Li in favour of the Lender pursuant to which Mr. Li agrees to charge by way of first fixed charge over the entire issued shares of the BVI Co
“Shareholder(s)”	the holders of the Shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Deed”	the supplemental deed dated 5 March 2018 entered into among the Lender, the Borrower and Mr. Li supplementing and amending the Loan Agreement
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

Unless otherwise stated, the exchange rates adopted in this announcement for illustration purposes only is HK\$7.83 = US\$1.00.

By Order of the Board
Teamway International Group Holdings Limited
Ngai Mei
Executive Director

Hong Kong, 5 March 2018

As at the date of this announcement, the Board comprises Mr. Ling Zheng, Mr. He Xiaoming, and Ms. Ngai Mei as executive Directors; Ms. Man See Yee, Ms. Bu Yanan and Mr. So Stephen Hon Cheung as independent non-executive Directors.

In the case of any inconsistency, the English text of this announcement shall prevail over the Chinese text.