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CHINA INVESTMENTS HOLDINGS LIMITED

中國興業控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock code: 132)

DISCLOSEABLE TRANSACTION ENTERING INTO A FINANCE LEASE AS THE LESSOR

On 20 November 2019, Canton Risen, a subsidiary of the Company, entered into the Finance Lease with the Lessees, to acquire the ownership of the Assets from Lessee 1 for RMB16,000,000 (equivalent to approximately HK\$17,808,000), which would be leased back to the Lessees for their use and possession for a term of 3 years.

References are made to the announcements of the Company dated 20 December 2018 and 10 June 2019 respectively in relation to the entering into of the Existing Finance Leases and Incidental Documentations with the then lessees, which were themselves discloseable transactions of the Company under the Listing Rules. As one of the Lessees of the Finance Lease is the same party as one of those in the Existing Finance Leases and Incidental Documentations, the transactions contemplated under the Finance Lease are required to be aggregated with the transactions under the Existing Finance Leases and Incidental Documentations pursuant to Rule 14.22 of the Listing Rules.

As the applicable percentage ratios for the transactions contemplated under the Finance Lease and the incidental documentation, when calculated on an aggregated basis with the transactions contemplated under the Existing Finance Leases and Incidental Documentations, exceed 5% but are less than 25%, the entering into of such transactions constitute a discloseable transaction for the Company under the Listing Rules.

THE FINANCE LEASE AND THE INCIDENTAL DOCUMENTATION

The Board is pleased to announce that Canton Risen entered into the Finance Lease and the incidental documentation, the principal terms of which are as follows:–

Date:

20 November 2019

The Finance Lease would be effective upon compliance of the applicable requirements of the Listing Rules by the Company.

Parties:

- (1) Canton Risen, a subsidiary of the Company, as the lessor;
- (2) the Lessees; and
- (3) the Guarantors (in relation to the relevant guarantees).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the Lessees, the Guarantors and their ultimate beneficial owners are Independent Third Parties.

Transfer of Assets and consideration

Canton Risen will acquire the unencumbered ownership of the Assets from Lessee 1 on an "as-is" basis for RMB16,000,000 (equivalent to approximately HK\$17,808,000) in cash and, payable within 1 month from the date of the Finance Lease to any of the Lessees as the Lessees may decide pursuant to the transfer agreement entered into between Canton Risen and the Lessees on the date of the Finance Lease.

Such consideration amount was determined following arm's length negotiations by the parties with reference to the original cost of the Assets of approximately RMB22,165,718 (equivalent to approximately HK\$24,670,444). Approximately 80% of such consideration amount for the acquisition of the Assets is expected to be funded through external banking facilities and the remaining 20% is expected to be funded through the internal resources of the Group.

The consideration amount will provide additional liquidity for the Lessees.

Lease period

Canton Risen will lease back the Assets to the Lessees for their use and possession for a term of 3 years commencing from the day the consideration for the Assets transfer has been paid by Canton Risen. Unless otherwise waived by Canton Risen, the release of payment of the consideration for the Assets transfer by Canton Risen is conditional upon the fulfillment of certain conditions within 1 month from the date of the Finance Lease including, mainly, the satisfactory provision of the relevant guarantees by the Guarantors.

Lease payments

Pursuant to the Finance Lease, the total amount of lease payments is approximately RMB17,831,461 (equivalent to approximately HK\$19,846,416) (subject to changes of the benchmark interest rate for 3 years RMB loans published by the PBOC from time to time), comprising (a) the lease principal payment of RMB16,000,000 (equivalent to approximately HK\$17,808,000) and (b) the aggregate lease interest of approximately RMB1,831,461 (equivalent to approximately HK\$2,038,416) (subject to changes of the benchmark interest rate for 3 years RMB loans published by the PBOC from time to time). Both the lease principal and the interest shall be payable every month in thirty-six (36) installments during the lease period with the first installment being payable on 18 December 2019.

The aggregate lease interest amounts are calculated on the then outstanding lease principal payment amount (being initially the amount of consideration for the Assets transfer paid by Canton Risen) at 50% above the benchmark interest rate for 3 years RMB loans published by PBOC from time to time (for reference purpose, the prevailing benchmark interest rate for 3 years RMB loans published by the PBOC is 4.75% and therefore the interest rate is approximately 7.125% p.a. as at the date hereof). Such interest rate was determined after arm's length negotiations between the parties to the Finance Lease with reference to the principal amount of the lease, the return of the Finance Lease for the Group and the credit risks associated with the Finance Lease.

The Lessees will facilitate all credit checks by Canton Risen with the Credit Reference Center of the PBOC from time to time.

Termination and purchase option

The Lessees may terminate the Finance Lease provided that all outstanding amounts due thereunder and a compensation equivalent to 20 percent of the total outstanding lease interest amount as at the time of early termination have been settled by them. All payment obligations of the Lessees towards Canton Risen are joint and several, regardless of whether any of them may have actual possession and/or usage of the Assets. At the end of the lease period or in the event of an early termination of the Finance Lease, subject to the settlement of all outstanding amounts due, the Lessees will have the right to purchase the Assets at a nominal purchase price of RMB100 (equivalent to approximately HK\$111.3).

Guarantee deposit

The Lessees will pay an interest-free deposit of RMB960,000 (equivalent to approximately HK\$1,068,480) to Canton Risen on the same day the consideration for the Assets transfer has been paid by Canton Risen to secure their payment obligations under the Finance Lease.

Guarantees

The Guarantors had executed guarantees on the date of the Finance Lease guaranteeing Canton Risen, effectively on a joint and several basis, the due and punctual settlement of any and all amounts payable by the Lessees under the Finance Lease.

Pledges

Pursuant to an asset pledge agreement entered into between Canton Risen and the Lessees on the date of the Finance Lease, although the ownership of the Assets shall be transferred to Canton Risen as lessor as part of the Finance Lease, the Assets are treated as security of payment obligations of the Lessees under the Finance Lease and the Lessees may continue to utilize the Assets during the lease term.

Additionally, Lessee 2 had entered into a pledge agreement in favour of Canton Risen on the date of the Finance Lease pledging its rights in receivables from a power generation project as security of its payment obligations under the Finance Lease.

Consultancy agreement

In addition, on 20 November 2019, Canton Risen entered into a consultancy agreement with Lessee 1 whereby Canton Risen has agreed to provide financial consultancy service to Lessee 1 and Lessee 1 has agreed to pay an aggregate fee of RMB960,000 (equivalent to approximately HK\$1,068,480) to Canton Risen.

Such fee was determined after arm's length negotiations between the parties to the Finance Lease with reference to the return of the Finance Lease for the Group as a whole and would be payable in lump sum to Canton Risen within three business days (but if the three-business-day period shall lie between two months, the consultancy fee shall be paid by the end of the earlier month) after Lessee 1 confirms in writing that Canton Risen has completed the provision of consultancy service pursuant to the agreement.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE AND THE INCIDENTAL DOCUMENTATION

Since the establishment of Guangdong Financial Leasing in 2014, the Group has actively engaged in and accumulated relevant experience in the operation and management of finance leasing business. The entering into of the Finance Lease and the incidental documentation is part of Canton Risen's ordinary and usual course of business which is expected to provide a stable revenue and cashflow to the Group.

The Directors (including the independent non-executive Directors) consider that the Finance Lease and the incidental documentation and the transactions contemplated thereunder are on normal commercial terms which are made on an arm's length basis and are fair and reasonable and in the best interests of the Group and the Shareholders as a whole.

INFORMATION ON THE ASSETS

The Assets comprise designated power generation units owned by Lessee 1 situated at the landfill sites in Shenzhen, Foshan, Guangzhou and Panyu.

The Lessees will bear any maintenance, taxation and other costs and levies associated with the Assets.

LISTING RULES IMPLICATION

As the applicable percentage ratios for the transactions contemplated under the Finance Lease and the incidental documentation, when calculated on an aggregated basis with the transactions contemplated under the Existing Finance Leases and Incidental Documentations, exceed 5% but are less than 25%, the entering into of such transactions constitute a discloseable transaction for the Company under the Listing Rules.

PRINCIPAL BUSINESSES OF THE PARTIES

The Group

The Group is principally engaged in hotel investment, management and operation, property investments in both properties held for sale and investment properties, wellness elderly care, finance leasing and big data businesses. Through its joint ventures and associates, the Group also participates and invests in fast-growing sectors, including electric utilities, civil explosives and finance leasing in the PRC.

Canton Risen

Canton Risen is a subsidiary of the Company, which is principally engaged in the provision of finance, including through finance leasing, with an initial focus on government public utility, environmental protection, new energy and telecommunication projects in the PRC.

The Lessees

Lessee 1 and Lessee 2 are limited liability companies established in the PRC and are principally engaged in landfill gas power generation in the PRC.

The Guarantors

Guarantor 1 is a limited liability company established in the PRC and is principally engaged in the sale and purchase of natural gas in the PRC.

Guarantor 2 is a limited liability company established in the PRC and is principally engaged in landfill gas power generation in the PRC.

Guarantor 3 is a limited liability company established in the PRC and is principally engaged in environmental monitoring and supervision and treatment of sewage and exhaust gas in the PRC.

Guarantor 1 and Guarantor 2 are associated companies of Lessee 1, whereas Guarantor 1 ultimately controls Lessee 2.

Guarantor 4 is a natural person and ultimately controls Guarantor 1, Guarantor 2 and Lessee 1.

Guarantor 5 is a natural person and the spouse of Guarantor 4.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following terms have the meanings as respectively ascribed below:

“Assets”	shall have the meaning as disclosed in the section headed “INFORMATION ON THE ASSETS” in this announcement
“Board”	the board of Directors of the Company

“business day(s)”	any day(s) other than Saturday(s), Sunday(s) and statutory holiday(s) of the PRC
“Canton Risen”	Canton Risen Financial Leasing Co., Ltd.* (廣東粵盛科融資租賃有限公司), a company incorporated in the PRC with limited liability and a subsidiary of the Company
“Company”	China Investments Holdings Limited (中國興業控股有限公司), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 132)
“Director(s)”	the director(s) of the Company
“Existing Finance Leases and Incidental Documentations”	being the finance lease agreements and incidental documentations dated 18 December 2018 and 5 June 2019 entered into between Canton Risen and Lessee 1 and other limited liability companies established in the PRC, all of whom being Independent Third Parties, the details of which have been disclosed in the announcements of the Company dated 20 December 2018 and 10 June 2019 respectively
“Finance Lease”	the finance lease agreement dated 20 November 2019 entered into between Canton Risen and the Lessees in relation to the transfer of ownership and lease back of the Assets
“Group”	the Company and its subsidiaries
“Guangdong Financial Leasing”	Guangdong Financial Leasing Co., Ltd.* (廣東粵科融資租賃有限公司), a company incorporated in the PRC with limited liability and 25% equity interests of which are indirectly held by the Group
“Guarantor 1”	Shenzhen City Shengshi Energy Co., Ltd. * (深圳市晟世能源有限公司), a company incorporated in the PRC with limited liability and an Independent Third Party
“Guarantor 2”	Shenzhen City Shengshi Renewable Energy Co., Ltd.* (深圳市晟世再生能源有限公司), a company incorporated in the PRC with limited liability and an Independent Third Party

“Guarantor 3”	Shenzhen City Zongxing Environmental Protection Technology Co., Ltd.* (深圳市宗興環保科技有限公司) , a company incorporated in the PRC with limited liability and an Independent Third Party, which is ultimately held by two PRC individuals and both being Independent Third Parties
“Guarantor 4”	Liu Yuming* (劉宇明) , being a PRC individual and an Independent Third Party
“Guarantor 5”	Wei Jingyuan* (魏晶媛) , being a PRC individual and an Independent Third Party
“Guarantors”	collectively, Guarantor 1, Guarantor 2, Guarantor 3, Guarantor 4 and Guarantor 5
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK\$”	Hong Kong Dollar, the lawful currency of Hong Kong
“Independent Third Party(ies)”	(an) independent third party(ies) not connected with the Group and any Director, chief executive or substantial shareholder of the Group or any of its subsidiaries or their respective associate of any of them as defined in the Listing Rules
“Lessee 1”	Shenzhen City Shengshilian Energy Co., Ltd.* (深圳市晟世聯能源有限公司) , a company incorporated in the PRC with limited liability and an Independent Third Party
“Lessee 2”	Shenzhen City Shengshiye Energy Co., Ltd.* (深圳市晟世邑能源有限公司) , a company incorporated in the PRC with limited liability and an Independent Third Party
“Lessees”	collectively, Lessee 1 and Lessee 2
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“PBOC”	the People’s Bank of China
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

On behalf of
China Investments Holdings Limited
HE Xiangming
Chairman

Hong Kong, 22 November 2019

As at the date of this announcement, the Board consists of five executive Directors, namely Mr. HE Xiangming (Chairman), Mr. LIN Pingwu (Managing Director), Mr. YOU Guang Wu (Director), Mr. HUANG Zhihe (Deputy Managing Director) and Ms. WANG Xin (Deputy Managing Director) and three independent non-executive Directors, namely Mr. CHAN Kwok Wai, Mr. CHEN Da Cheng and Mr. DENG Hong Ping.

For the purpose of this announcement, amounts denominated in RMB have been translated into HK\$ at the exchange rate of RMB1 = HK\$1.113. Such translations should not be construed as a representation that the amounts in question have been, could have been or could be converted at any particular rate at all.

* For identification purpose only