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CHINA RONGZHONG FINANCIAL HOLDINGS COMPANY LIMITED

中國融眾金融控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 3963)

DISCLOSEABLE TRANSACTIONS FINANCE LEASE ARRANGEMENTS

THE FINANCE LEASE AGREEMENT I

The Board is pleased to announce that, on 17 March 2016, Rongzhong PRC (a wholly owned subsidiary of the Company) entered into the Finance Lease Agreement I with the Lessee I pursuant to which Rongzhong PRC agreed to purchase the Equipment A from the Lessee I at a contract amount of approximately RMB20.0 million (equivalent to approximately HK\$23.8 million) and to lease the Equipment A back to the Lessee I for a term of thirty-six months with a total future lease payments (inclusive of interest and other administrative fee) plus consultancy fee for such lease/contract period of approximately RMB23.3 million (equivalent to approximately HK\$27.7 million). The book value of the Equipment A as of the date of the Finance Lease Agreement I is approximately RMB20.9 million (equivalent to approximately HK\$24.9 million). The agreed security deposit is approximately RMB5.0 million (equivalent to approximately HK\$6.0 million). In accordance with the relevant accounting standards, the amount of finance lease receivable recognised by the Company on inception date will be approximately RMB15.0 million (equivalent to approximately HK\$17.9 million).

THE FINANCE LEASE AGREEMENT II

On 17 March 2016, Rongzhong PRC entered into the Finance Lease Agreement II with the Lessee II pursuant to which Rongzhong PRC agreed to purchase the Equipment B from the Lessee II at a contract amount of approximately RMB85.0 million (equivalent to approximately HK\$101.2 million) and to lease the Equipment B back to the Lessee II for a term of thirty-six months with a total future lease payments (inclusive of interest and other administrative fee) plus consultancy fee for such lease/contract period of approximately RMB98.9 million (equivalent to approximately HK\$117.7 million). The book value of the Equipment B as of the date of the Finance Lease Agreement II is approximately RMB102.9 million (equivalent to approximately HK\$122.5 million). The agreed security deposit is approximately RMB20.0 million (equivalent to approximately HK\$23.8 million). In accordance with the relevant accounting standards, the amount of finance lease receivable recognised by the Company on inception date will be approximately RMB65.0 million (equivalent to approximately HK\$77.4 million).

THE FINANCE LEASE AGREEMENT III

On 17 March 2016, Rongzhong PRC entered into the Finance Lease Agreement III with the Lessee III pursuant to which Rongzhong PRC agreed to purchase the Equipment C from the Lessee III at a contract amount of approximately RMB25.0 million (equivalent to approximately HK\$29.8 million) and to lease the Equipment C back to the Lessee III for a term of thirty-six months with a total future lease payments (inclusive of interest and other administrative fee) plus consultancy fee for such lease/contract period of approximately RMB29.4 million (equivalent to approximately HK\$35.0 million). The book value of the Equipment C as of the date of the Finance Lease Agreement III is approximately RMB29.5 million (equivalent to approximately HK\$35.1 million). The agreed security deposit is approximately RMB5.0 million (equivalent to approximately HK\$6.0 million). In accordance with the relevant accounting standards, the amount of finance lease receivable recognised by the Company on inception date will be approximately RMB20.0 million (equivalent to approximately HK\$23.8 million).

THE CORPORATE GUARANTEE AGREEMENTS

On 17 March 2016, Rongzhong PRC entered into the Corporate Guarantee Agreements with Corporate Guarantor I, Corporate Guarantor II, Corporate Guarantor III and each of the Lessees, respectively, to secure due payment of the lease payments payable by the Lessees to Rongzhong PRC pursuant to the Finance Lease Agreements.

THE FINANCIAL CONSULTANCY CONTRACTS

On 17 March 2016, Rongzhong PRC entered into the Financial Consultancy Contract I, Financial Consultancy Contract II, Financial Consultancy Contract III with Lessee I, Lessee II and Lessee III, respectively, pursuant to which Rongzhong PRC agreed to provide financial consultancy service over a period of thirty-six months from the date of the respective Financial Consultancy Contract for an aggregate consultancy fee of approximately RMB4.0 million (equivalent to approximately HK\$4.8 million) for all the Financial Consultancy Contracts.

LISTING RULES IMPLICATIONS

As at the date of this announcement, all the Lessees are subsidiaries of a listed company in Hong Kong, which indirectly holds approximately 100% of Lessee I, 84.1% of Lessee II and 87.9% of Lessee III. The transactions contemplated under the Transaction Documents are aggregated for the classification in accordance with Rule 14.22.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules for the Transaction Documents is more than 5% but all of them are less than 25%, the transactions contemplated under the Transaction Documents constitute discloseable transactions of the Company and are therefore subject to the announcement requirement in Chapter 14 of the Listing Rules.

THE FINANCE LEASE AGREEMENTS

On 17 March 2016, Rongzhong PRC entered into the Finance Lease Agreements with the Lessees respectively, pursuant to which Rongzhong PRC agreed to purchase the Equipment A, the Equipment B and the Equipment C from the Lessees at an aggregated contract amount of approximately RMB130.0 million (equivalent to approximately HK\$154.8 million) and to lease the Equipment A, the Equipment B and the Equipment C back to the Lessees for a term of thirty-six

months with a total future aggregate lease payments over the lease/contract period, comprising a principal of RMB130.0 million (equivalent to approximately HK\$154.8 million), interest of approximately RMB10.1 million (equivalent to approximately HK\$12.0 million) and other administrative fee of approximately RMB7.4 million (equivalent to approximately HK\$8.8 million), plus consultancy fee of approximately RMB4.0 million (equivalent to approximately HK\$4.8 million) at a total consideration of approximately RMB151.5 million (equivalent to approximately HK\$180.4 million). The agreed security deposit is approximately RMB30.0 million (equivalent to approximately HK\$35.7 million) and such amount shall be excluded in the calculation of the interest payments. In accordance with the relevant accounting standards, the amount of finance lease receivable recognized by the Company on inception date will be approximately RMB100 million (equivalent to approximately HK\$119.0 million). The material terms of the Finance Lease Agreements have been summarised as follows (unless otherwise specified below, the terms of the Finance Lease Agreements are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessee: Each of the Lessees

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessees and its ultimate beneficial owners are Independent Third Parties.

Aggregate consideration and breakdown:

| Lessee | Contract Price <i>(RMB'000)</i> | Deposit <i>(RMB'000)</i> | Interest <i>(RMB'000)</i> | Other Administrative Fee <i>(RMB'000)</i> | Consultancy Fee <i>(Note)</i> <i>(RMB'000)</i> |
|---------------|---|------------------------------------|-------------------------------------|---|---|
| Lessee I | 20,000.00 | 5,000.00 | 1,546.86 | 1,127.25 | 600.00 |
| Lessee II | 85,000.00 | 20,000.00 | 6,536.24 | 4,763.25 | 2,600.00 |
| Lessee III | 25,000.00 | 5,000.00 | 2,062.45 | 1,503.00 | 800.00 |
| Total: | 130,000.00 | 30,000.00 | 10,145.55 | 7,393.50 | 4,000.00 |

(Note: the consultancy fees and their payment terms have been separately agreed and provided for in the Financial Consultancy Contracts summarised below.)

Book values of the Equipment

The book values of the Equipment as of the date of the Finance Lease Agreements are:

| | Book Value <i>(RMB'000)</i> | Book Value <i>(HK\$'000)</i> |
|-------------|---------------------------------------|--|
| Equipment A | 20,900 | 24,900 |
| Equipment B | 102,900 | 122,500 |
| Equipment C | 29,500 | 35,100 |

Lease period

Thirty-six months from the date of the contract.

Aggregate lease payments

The aggregate lease payments are payable in the following manner by the Lessees to Rongzhong PRC over the lease/contract period:

- (1) principal: eleven quarterly instalments and three monthly instalments;
- (2) interest and other administrative fee: thirty-six monthly instalments; and
- (3) consultancy fee: eight monthly instalments (pursuant to the Financial Consultancy Contracts).

The aggregate lease payments are approximately RMB151.5 million (equivalent to approximately HK\$180.4 million), including a total interest of approximately RMB10.1 million (equivalent to approximately HK\$12.0 million), calculated at the PBOC Rate of compatible maturity period plus a premium and a total of other administrative fee of approximately RMB7.4 million (equivalent to approximately HK\$8.8 million) plus a total of consultancy fee of approximately RMB4.0 million (equivalent to approximately HK\$4.8 million). In accordance with the relevant accounting standards, the amount of finance lease receivable recognised by Rongzhong PRC on inception date will be approximately RMB100.0 million (equivalent of approximately HK\$119.0 million).

Aggregate security deposit

The aggregate security deposit of approximately RMB30.0 million (equivalent to approximately HK\$35.7 million) will be offset against the corresponding part of the contract amount. The security deposit bears no interest and will be applied to make up part of the total future lease payments of approximately RMB151.5 million (equivalent to approximately HK\$180.4 million) during the lease period.

Equipment ownership

During the lease period, the ownership of the Equipment A, the Equipment B and the Equipment C shall be vested in Rongzhong PRC. Subject to the Lessees having duly and fully performed all of their respective obligations under the Finance Lease Agreements, Rongzhong PRC will transfer the ownership of the relevant Equipment to the Lessee I, Lessee II, and Lessee III (as the case may be) at nil consideration upon the expiry of the respective Finance Lease Agreements.

THE CORPORATE GUARANTEE AGREEMENT I, CORPORATE GUARANTEE AGREEMENT II, AND CORPORATE GUARANTEE AGREEMENT III BY CORPORATE GUARANTOR I

On 17 March 2016, Rongzhong PRC, the Corporate Guarantor I, and each of the Lessee I, Lessee II and Lessee III entered into the Corporate Guarantee Agreement I, Corporate Guarantee Agreement II and Corporate Guarantee Agreement III, respectively to secure due payment of the lease payments under each of the Finance Lease Agreements by each of the Lessee I, Lessee II, and Lessee III to Rongzhong PRC. The material terms of the Corporate Guarantee Agreement I, Corporate Guarantee Agreement II and Corporate Guarantee Agreement III have been summarised as follows (unless otherwise specified below, the terms of the Corporate Guarantee Agreement I, Corporate Guarantee Agreement II and Corporate Guarantee Agreement III are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessees: Each of the Lessees

Guarantor: the Corporate Guarantor I

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreements.

Scope of guarantee

The Corporate Guarantor I agreed in each of the Corporate Guarantee Agreement I, Corporate Guarantee Agreement II and Corporate Guarantee Agreement III to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of each of Lessee I, Lessee II and Lessee III under each of the Finance Lease Agreements respectively.

Further protective covenants

The Corporate Guarantor I further agreed in the Corporate Guarantee Agreement I, Corporate Guarantee Agreement II and Corporate Guarantee Agreement III to give certain protective covenants in favour of Rongzhong PRC, including an obligation to obtain the prior written consent of Rongzhong PRC if the Corporate Guarantor I intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Corporate Guarantor I and an obligation to obtain consent from Rongzhong PRC if the Corporate Guarantor I intends to provide guarantee to any third party with its cumulative guarantee liabilities in excess of 70% of its net asset value as shown in its latest financial statements.

THE CORPORATE GUARANTEE AGREEMENT IV, CORPORATE GUARANTEE AGREEMENT V, AND CORPORATE GUARANTEE AGREEMENT VI BY CORPORATE GUARANTOR II

On 17 March 2016, Rongzhong PRC, the Corporate Guarantor II, and each of the Lessee I, Lessee II and Lessee III entered into the Corporate Guarantee Agreement IV, Corporate Guarantee Agreement V and Corporate Guarantee Agreement VI, respectively to secure due payment of the lease payments under each of the Finance Lease Agreements by each of the Lessee I, Lessee II, and Lessee III to Rongzhong PRC. The material terms of the Corporate Guarantee Agreement IV, Corporate Guarantee Agreement V and Corporate Guarantee Agreement VI have been summarised as follows (unless otherwise specified below, the terms of the Corporate Guarantee Agreement IV, Corporate Guarantee Agreement V and Corporate Guarantee Agreement VI are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessees: Each of the Lessees

Guarantor: the Corporate Guarantor II

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreements.

Scope of guarantee

The Corporate Guarantor II agreed in each of the Corporate Guarantee Agreement IV, Corporate Guarantee Agreement V and Corporate Guarantee Agreement VI to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of each of Lessee I, Lessee II and Lessee III under each of the Finance Lease Agreements respectively.

Further protective covenants

The Corporate Guarantor II further agreed in the Corporate Guarantee Agreement IV, Corporate Guarantee Agreement V and Corporate Guarantee Agreement VI to give certain protective covenants in favour of Rongzhong PRC, including an obligation to obtain the prior written consent of Rongzhong PRC if the Corporate Guarantor II intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Corporate Guarantor II and an obligation to obtain consent from Rongzhong PRC if the Corporate Guarantor II intends to provide guarantee to any third party with its cumulative guarantee liabilities in excess of 70% of its net asset value as shown in its latest financial statements.

THE CORPORATE GUARANTEE AGREEMENT VII, CORPORATE GUARANTEE AGREEMENT VIII, AND CORPORATE GUARANTEE AGREEMENT IX BY CORPORATE GUARANTOR III

On 17 March 2016, Rongzhong PRC, the Corporate Guarantor III, and each of the Lessee I, Lessee II and Lessee III entered into the Corporate Guarantee Agreement VII, Corporate Guarantee Agreement VIII and Corporate Guarantee Agreement IX, respectively to secure due payment of the lease payments under each of the Finance Lease Agreements by each of the Lessee I, Lessee II, and Lessee III to Rongzhong PRC. The material terms of the Corporate Guarantee Agreement VII, Corporate Guarantee Agreement VIII and Corporate Guarantee Agreement IX have been summarised as follows (unless otherwise specified below, the terms of the Corporate Guarantee Agreement VII, Corporate Guarantee Agreement VIII and Corporate Guarantee Agreement IX are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessees: Each of the Lessees

Guarantor: the Corporate Guarantor III

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreements.

Scope of guarantee

The Corporate Guarantor III agreed in each of the Corporate Guarantee Agreement VII, Corporate Guarantee Agreement VIII and Corporate Guarantee Agreement IX to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of each of Lessee I, Lessee II and Lessee III under each of the Finance Lease Agreements respectively.

Further protective covenants

The Corporate Guarantor III further agreed in the Corporate Guarantee Agreement VII, Corporate Guarantee Agreement VIII and Corporate Guarantee Agreement IX to give certain protective covenants in favour of Rongzhong PRC, including an obligation to obtain the prior written consent of Rongzhong PRC if the Corporate Guarantor III intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Corporate Guarantor III and an obligation to obtain consent from Rongzhong PRC if the Corporate Guarantor III intends to provide guarantee to any third party with its cumulative guarantee liabilities in excess of 70% of its net asset value as shown in its latest financial statements.

THE CORPORATE GUARANTEE AGREEMENT X AND CORPORATE GUARANTEE AGREEMENT XI BY LESSEE I

On 17 March 2016, Rongzhong PRC, Lessee I, and each of the Lessee II and Lessee III entered into the Corporate Guarantee Agreement X and Corporate Guarantee Agreement XI, respectively to secure due payment of the lease payments under Finance Lease Agreement II and Finance Lease Agreement III by each of the Lessee II and Lessee III respectively to Rongzhong PRC. The material terms of the Corporate Guarantee Agreement X and Corporate Guarantee Agreement XI have been summarised as follows (unless otherwise specified below, the terms of the Corporate Guarantee Agreement X and Corporate Guarantee Agreement XI are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessees: Each of the Lessee II and Lessee III

Guarantor: the Lessee I

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreements.

Scope of guarantee

The Lessee I agreed in each of the Corporate Guarantee Agreement X and Corporate Guarantee Agreement XI to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of each of the Lessee II and Lessee III under each of the Finance Lease Agreement II and Finance Lease Agreement III respectively.

Further protective covenants

The Lessee I further agreed in the Corporate Guarantee Agreement X and Corporate Guarantee Agreement XI to give certain protective covenants in favour of Rongzhong PRC, including an obligation to obtain the prior written consent of Rongzhong PRC if the Lessee I intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Lessee I and an obligation to obtain consent from Rongzhong PRC if the Lessee I intends to provide guarantee to any third party with its cumulative guarantee liabilities in excess of 70% of its net asset value as shown in its latest financial statements.

THE CORPORATE GUARANTEE AGREEMENT XII AND CORPORATE GUARANTEE AGREEMENT XIII BY LESSEE II

On 17 March 2016, Rongzhong PRC, Lessee II, and each of the Lessee I and Lessee III entered into the Corporate Guarantee Agreement XII and Corporate Guarantee Agreement XIII, respectively to secure due payment of the lease payments under Finance Lease Agreement I and Finance Lease Agreement III by each of the Lessee I and Lessee III respectively to Rongzhong PRC. The material terms of the Corporate Guarantee Agreement XII and Corporate Guarantee Agreement XIII have been summarised as follows (unless otherwise specified below, the terms of the Corporate Guarantee Agreement XII and Corporate Guarantee Agreement XIII are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessees: Each of the Lessee I and Lessee III

Guarantor: the Lessee II

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreements.

Scope of guarantee

The Lessee II agreed in each of the Corporate Guarantee Agreement XII and Corporate Guarantee Agreement XIII to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of each of Lessee I and Lessee III under each of the Finance Lease Agreement I and Finance Lease Agreement III respectively.

Further protective covenants

The Lessee II further agreed in the Corporate Guarantee Agreement XII and Corporate Guarantee Agreement XIII to give certain protective covenants in favour of Rongzhong PRC, including an obligation to obtain the prior written consent of Rongzhong PRC if the Lessee II intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Lessee II and an obligation to obtain consent from Rongzhong PRC if the Lessee II intends to provide guarantee to any third party with its cumulative guarantee liabilities in excess of 70% of its net asset value as shown in its latest financial statements.

THE CORPORATE GUARANTEE AGREEMENT XIV AND CORPORATE GUARANTEE AGREEMENT XV BY LESSEE III

On 17 March 2016, Rongzhong PRC, Lessee III, and each of the Lessee I and Lessee II entered into the Corporate Guarantee Agreement XIV and Corporate Guarantee Agreement XV, respectively to secure due payment of the lease payments under Finance Lease Agreement I and Finance Lease Agreement II by each of the Lessee I and Lessee II respectively to Rongzhong PRC. The material terms of the Corporate Guarantee Agreement XIV and Corporate Guarantee Agreement XV have been summarised as follows (unless otherwise specified below, the terms of the Corporate Guarantee Agreement XIV, and Corporate Guarantee Agreement XV are identical):

Date of contracts

17 March 2016

Parties

Lessor: Rongzhong PRC

Lessees: Each of the Lessee I and Lessee II

Guarantor: the Lessee III

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreements.

Scope of guarantee

The Lessee III agreed in each of the Corporate Guarantee Agreement XIV and Corporate Guarantee Agreement XV to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of each of the Lessee I and Lessee II under each of the Finance Lease Agreement I and Finance Lease Agreement II respectively.

Further protective covenants

The Lessee III further agreed in the Corporate Guarantee Agreement XIV and Corporate Guarantee Agreement XV to give certain protective covenants in favour of Rongzhong PRC, including an obligation to obtain the prior written consent of Rongzhong PRC if the Lessee III intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Lessee III and an obligation to obtain consent from Rongzhong PRC if the Lessee III intends to provide guarantee to any third party with its cumulative guarantee liabilities in excess of 70% of its net asset value as shown in its latest financial statements.

FINANCIAL CONSULTANCY CONTRACTS

On 17 March 2016, Rongzhong PRC entered into the Financial Consultancy Contracts with Lessee I, Lessee II and Lessee III, respectively pursuant to which Rongzhong PRC agreed to provide financial consultancy service over a period of thirty-six months from the date of the respective Financial Consultancy Contract for an aggregate consultancy fee of approximately RMB4.0 million (equivalent to approximately HK\$4.8 million) for all the Financial Consultancy Contracts and payable in eight monthly instalments. The material terms of the Financial Consultancy Contracts have been summarised below (unless otherwise specified below, the terms of the Financial Consultancy Contracts are identical):

Date of contracts

17 March 2016

Parties

Party A: Rongzhong PRC

Party B: Each of the Lessees

Financial consultancy service period

Thirty-six months from the date of the contract.

Scope of financial consultancy service

Rongzhong PRC shall (1) facilitate and evaluate the viability of fund raising for the sales and lease back arrangements for each of the Lessees, (2) provide financial advisory service and tailor-made finance lease proposal based on the business needs of each of the Lessees in order to optimize their funding utilization and (3) provide financial advisory service on business development, financial position and tax planning for each of the Lessees.

Consideration for providing financial consultancy service

The Lessees will pay to Rongzhong PRC an aggregate consultancy fee of approximately RMB4.0 million (equivalent to approximately HK\$4.8 million) in eight monthly instalments. The Financial Consultancy Contracts will terminate upon the expiry date and full settlement of the consultancy fee, or as otherwise agreed by all parties to the respective Financial Consultancy Contracts. All consultancy fee received prior to the date of termination of the Financial Consultancy Contracts will not be refunded.

REASONS FOR, AND BENEFITS OF, THE TRANSACTIONS

The Company is an investment holding company and its subsidiaries are principally engaged in the provision of financial leasing services.

Each of the Lessees and the Corporate Guarantors are principally engaged in the business of manufacturing and production of specialty and high-technology glasses such as float glass, reflective glass, energy-saving glass, PV product to deep processed glass, etc.

The terms of each of the Transaction Documents (including the contract amounts, the lease payments, the interests, the security deposits and the consultancy fees) were determined after arms' length negotiation between the relevant parties and Rongzhong PRC, respectively, with reference to, among other things, the prevailing market terms and practices.

The Directors consider that the entering into the Transaction Documents is in the ordinary and usual course of business of Rongzhong PRC and that will generate revenue and profit to the Group over the lease period. Since the Transaction Documents were entered into under normal commercial terms, the Directors are of the view that the terms of the Transaction Documents are fair and reasonable and are in the interest of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As at the date of this announcement, all the Lessees are subsidiaries of a listed company in Hong Kong, which indirectly holds approximately 100% of Lessee I, 84.1% of Lessee II and 87.9% of Lessee III. The transactions contemplated under the Transaction Documents are aggregated for the classification in accordance with Rule 14.22.

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules for the Transaction Documents is more than 5% but all of them are less than 25%, the transactions contemplated under the Transaction Documents constitute discloseable transactions of the Company and are therefore subject to the announcement requirement in Chapter 14 of the Listing Rules.

DEFINITIONS

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

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|-------------------------------------|--|
| “Board” | the board of Directors |
| “Company” | China Rongzhong Financial Holdings Company Limited, a limited liability company incorporated in Cayman Islands with its issued shares listed on the Main Board of the Stock Exchange |
| “connect person(s)” | has the same meaning ascribed to it under the Listing Rules |
| “Corporate Guarantee Agreements” | the Corporate Guarantee Agreement I, Corporate Guarantee Agreement II, Corporate Guarantee Agreement III, Corporate Guarantee Agreement IV, Corporate Guarantee Agreement V, Corporate Guarantee Agreement VI, Corporate Guarantee Agreement VII, Corporate Guarantee Agreement VIII, Corporate Guarantee Agreement IX, Corporate Guarantee Agreement X, Corporate Guarantee Agreement XI, Corporate Guarantee Agreement XII, Corporate Guarantee Agreement XIII, Corporate Guarantee Agreement XIV and Corporate Guarantee Agreement XV |
| “Corporate Guarantee Agreement I” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Corporate Guarantor I on 17 March 2016 pursuant to which the Corporate Guarantor I has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement II” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee II and Corporate Guarantor I on 17 March 2016 pursuant to which the Corporate Guarantor I has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement III” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee III and Corporate Guarantor I on 17 March 2016 pursuant to which the Corporate Guarantor I has provided to Rongzhong PRC certain guarantees |

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| “Corporate Guarantee Agreement IV” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Corporate Guarantor II on 17 March 2016 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement V” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee II and Corporate Guarantor II on 17 March 2016 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement VI” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee III and Corporate Guarantor II on 17 March 2016 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement VII” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Corporate Guarantor III on 17 March 2016 pursuant to which the Corporate Guarantor III has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement VIII” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee II and Corporate Guarantor III on 17 March 2016 pursuant to which the Corporate Guarantor III has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement IX” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee III and Corporate Guarantor III on 17 March 2016 pursuant to which the Corporate Guarantor III has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement X” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Lessee II on 17 March 2016 pursuant to which Lessee I has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement XI” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Lessee III on 17 March 2016 pursuant to which Lessee I has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement XII” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Lessee II on 17 March 2016 pursuant to which Lessee II has provided to Rongzhong PRC certain guarantees |

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| “Corporate Guarantee Agreement XIII” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee II and Lessee III on 17 March 2016 pursuant to which Lessee II has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement XIV” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee I and Lessee III on 17 March 2016 pursuant to which Lessee III has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantee Agreement XV” | the corporate guarantee agreement entered into between Rongzhong PRC, Lessee II and Lessee III on 17 March 2016 pursuant to which Lessee III has provided to Rongzhong PRC certain guarantees |
| “Corporate Guarantor I” | a limited liability company established in the PRC and held as to 35.4% by a listed company in Hong Kong, with its principal business in the production of various specialty and high technology glasses, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party |
| “Corporate Guarantor II” | a limited liability company established in the PRC and held as to 79.2% by a listed company in Hong Kong, with its principal business in the production of various specialty and high technology glasses, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party |
| “Corporate Guarantor III” | a limited liability company established in the PRC and held as to 61.8% by a listed company in Hong Kong, with its principal business in the production of various specialty and high technology glasses, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party |
| “Director(s)” | director(s) of the Company |
| “Equipment” | the Equipment A, the Equipment B and the Equipment C |
| “Equipment A” | 4 sets of various production equipment for glass |
| “Equipment B” | 12 sets of various production equipment for glass |
| “Equipment C” | 1 set of furnace structure equipment for the production of glass |
| “Financial Consultancy Contracts” | the Financial Consultancy Contract I, the Financial Consultancy Contract II and the Financial Consultancy Contract III |
| “Financial Consultancy Contract I” | the financial consultancy contract entered into between Rongzhong PRC and the Lessee I on 17 March 2016 pursuant to which Rongzhong PRC agreed to provide financial consultancy services to the Lessee I |

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|--------------------------------------|---|
| “Financial Consultancy Contract II” | the financial consultancy contract entered into between Rongzhong PRC and the Lessee II dated 17 March 2016 pursuant to which Rongzhong PRC agreed to provide financial consultancy services to the Lessee II |
| “Financial Consultancy Contract III” | the financial consultancy contract entered into between Rongzhong PRC and the Lessee III dated 17 March 2016 pursuant to which Rongzhong PRC agreed to provide financial consultancy services to the Lessee III |
| “Finance Lease Agreements” | the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III |
| “Finance Lease Agreement I” | the finance lease agreement entered into between Rongzhong PRC and the Lessee I dated 17 March 2016 pursuant to which Rongzhong PRC will purchase the Equipment A from the Lessee I and lease it back to the Lessee I |
| “Finance Lease Agreement II” | the finance lease agreement entered into between Rongzhong PRC and the Lessee II dated 17 March 2016 pursuant to which Rongzhong PRC will purchase the Equipment B from the Lessee II and lease it back to the Lessee II |
| “Finance Lease Agreement III” | the finance lease agreement entered into between Rongzhong PRC and the Lessee III dated 17 March 2016 pursuant to which Rongzhong PRC will purchase the Equipment C from the Lessee III and lease it back to the Lessee III |
| “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 |
| “Independent Third Party(ies)” | any person(s) or company(ies) who are not connected persons (as defined in the Listing Rules) of the Company and are independent of and not connected with the Company and its connected persons (as defined in the Listing Rules) |
| “Lessees” | the Lessee I, the Lessee II and the Lessee III |
| “Lessee I” | a limited liability company established in the PRC and held as to 100% by a listed company in Hong Kong, with its principal business in the production of various specialty and high technology glasses, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party |
| “Lessee II” | a limited liability company established in the PRC and held as to 84.1% by a listed company in Hong Kong, with its principal business in the production of various specialty and high technology glasses, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party |

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| “Lessee III” | a limited liability company established in the PRC and held as to 87.9% by a listed company in Hong Kong, with its principal business in the production of various specialty and high technology glasses, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “PBOC Rate” | the benchmark interest rate promulgated the People’s Bank of China for RMB loans |
| “PRC” | the People’s Republic of China which, for the purposes of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan |
| “RMB” | Renminbi, the lawful currency of the PRC |
| “Rongzhong PRC” | Rongzhong International Financial Leasing Co., Ltd. (融眾國際融資租賃有限公司), a limited liability company incorporated in the PRC and a wholly own subsidiary of the Company |
| “Shareholder(s)” | the holder(s) of the share(s) of the Company |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “Transaction Documents” | the Finance Lease Agreements, the Financial Consultancy Contracts and the Corporate Guarantee Agreements |
| “%” | per cent |

Unless otherwise defined, for the purpose of this announcement and for the purpose of illustration only, HK\$ amounts have been translated using the following exchange rate:

HK\$1: RMB0.84

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.

By order of the Board
China Rongzhong Financial Holdings Company Limited
Wong Tsz Lun
Company Secretary

Hong Kong, 17 March 2016

As at the date of this announcement, the executive Directors of the Company are Mr. Xie Xiaoqing and Mr. Li Fan; the non-executive Directors of the Company are Mr. Ding Chung Keung Vincent, Ms. Wong Jacqueline Yue Yee and Mr. Sun Changyu and the independent non-executive Directors of the Company are Mr. Nie Yong, Mr. Duan Chang Feng, and Ms. Zou Lin.