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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 ARRANGEMENT

THE FINANCE LEASE AGREEMENT XV

The Board is pleased to announce that, on 30 March 2016, Rongzhong PRC (a wholly owned subsidiary of the Company) entered into the Finance Lease Agreement XV with the Lessee XIII pursuant to which Rongzhong PRC agreed to purchase the Equipment O from the Lessee XIII at a contract amount of approximately RMB28.0 million (equivalent to approximately HK\$33.3 million) and to lease the Equipment O back to the Lessee XIII for a term of eighteen months with a total future lease payments (inclusive of interest and other administrative fee) for such lease period of approximately RMB32.2 million (equivalent to approximately HK\$38.3 million). The book value of the Equipment O as of the date of the Finance Lease Agreement XV is approximately RMB30.8 million (equivalent to approximately HK\$36.7 million). The agreed security deposit is approximately RMB1.8 million (equivalent to approximately HK\$2.1 million).

THE CORPORATE GUARANTEE AGREEMENT XV

On 30 March, 2016, Rongzhong PRC and the Corporate Guarantor I entered into the Corporate Guarantee Agreement XV to secure due payment of the lease payments by the Lessee XIII to Rongzhong PRC under the Finance Lease Agreement XV.

THE UNDERTAKING

On 30 March, 2016, the Corporate Guarantor I provided the Undertaking to Rongzhong PRC pursuant to which the Corporate Guarantor I agreed to assign its debt receivable (owed by the Receivable Debtor to the Corporate Guarantor I) in the amount of approximately RMB50.0 million (equivalent to approximately HK\$59.5 million) to Rongzhong PRC as an additional form of repayment to Rongzhong PRC for the satisfaction of any and all liabilities of Lessee XIII under the Finance Lease Agreement XV. However, due to the current litigation between the Corporate Guarantor I and the Receivable Debtor, the official registration of assignment of the abovementioned debt receivable will be completed at a later stage.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Lessees are parties associated with the Corporate Guarantor I and the Corporate Guarantor II, therefore each of the Finance Lease Agreements are aggregated for the classification in accordance with Rule 14.22 of the Listing Rules.

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.

BACKGROUND

The Lessees and the Corporate Guarantors are sizable corporations in the PRC specialising in laser technology research, industrial chemical research and production and laser processing equipment production.

Book values of the Purchased Equipment:

Contract date	Sale and Purchase Agreement	Purchased Equipment	Book value as at contract date (RMB'000)	Book value as at contract date (HKD'000)	Purchased from
07/06/2011	I	Equipment A	4,860.00	5,785.71	Supplier A
14/06/2011	II	Equipment B	4,860.00	5,785.71	Supplier A
14/06/2011	III	Equipment C	10,150.00	12,083.33	Supplier A
14/06/2011	IV	Equipment D	13,540.00	16,119.05	Supplier A
03/08/2011	V	Equipment E	4,860.00	5,785.71	Supplier A
01/08/2011	VI	Equipment F	8,600.00	10,238.10	Supplier A
01/08/2011	VII	Equipment G	2,680.00	3,190.48	Supplier A
01/08/2011	VIII	Equipment H	4,860.00	5,785.71	Supplier A
26/08/2011	IX	Equipment I	2,580.00	3,071.43	Supplier B
01/08/2011	X	Equipment J	7,630.00	9,083.33	Supplier A
01/08/2011	XI	Equipment K	13,100.00	15,595.24	Supplier A
08/11/2011	XII	Equipment L	4,860.00	5,785.71	Supplier A
30/12/2011	XIII	Equipment M	9,510.00	11,321.43	Supplier A
30/12/2011	XIV	Equipment N	4,650.00	5,535.71	Supplier A

Previous Sale and Purchase Agreements

Rongzhong PRC, each of the Previous Lessees and the respective Suppliers entered into each of the Previous Sales and Purchase Agreements respectively, pursuant to which Rongzhong PRC agreed to purchase the Purchased Equipment from the Supplier A or the Supplier B (as the case may be) for the use by the Previous Lessees at a total aggregated contract amount of approximately RMB96.7 million (equivalent to approximately HK\$115.1 million).

Aggregated contract prices and breakdown:

Contract Date	First Extension	Second Extension	Lessee	Finance Lease Agreement	Contract Price (RMB'000)	Deposit (RMB'000)	Interest (RMB'000)	Other Administrative Fee (RMB'000)	Outstanding Finance Lease Receivable (RMB'000) as at 29 Feb 2016
14/06/2011	30/10/2014	30/07/2015	Lessee I	I	4,860.00	1,460.00	743.83	402.19	800.87
14/06/2011	30/10/2014	30/07/2015	Lessee II	II	4,860.00	1,460.00	743.83	402.19	800.87
14/06/2011	30/10/2014	30/07/2015	Lessee III	III	10,150.00	3,150.00	1,531.41	839.96	1,649.51
14/06/2011	30/10/2014	30/07/2015	Lessee IV	IV	13,540.00	4,100.00	2,065.22	1,120.50	2,223.80
03/08/2011	30/10/2014	30/07/2015	Lessee V	V	4,860.00	1,458.00	740.95	402.19	1,550.97
01/08/2011	30/10/2014	30/07/2015	Lessee VI	VI	8,600.00	2,580.00	1,310.01	711.72	2,744.52
01/08/2011	30/10/2014	30/07/2015	Lessee VII	VII	2,680.00	804.00	408.25	221.78	855.27
01/08/2011	30/10/2014	30/07/2015	Lessee III	VIII	4,860.00	1,458.00	740.32	402.19	1,550.97
20/09/2011	30/10/2014	30/07/2015	Lessee III	IX	2,580.00	774.00	409.68	232.20	653.52
01/08/2011	30/10/2014	30/07/2015	Lessee VIII	X	7,630.00	2,289.00	1,274.92	631.42	4,091.21
01/08/2011	30/10/2014	30/07/2015	Lessee IX	XI	13,100.00	3,930.00	2,188.91	1,084.10	7,024.86
08/11/2011	30/10/2014	30/07/2015	Lessee X	XII	4,860.00	1,560.00	773.73	402.19	2,619.69
30/12/2011	30/10/2014	30/07/2015	Lessee XI	XIII	9,510.00	3,021.00	1,554.55	787.00	7,533.27
30/12/2011	30/10/2014	30/07/2015	Lessee XII	XIV	4,650.00	1,650.00	718.70	384.80	3,738.01
				Total:	<u>96,740.00</u>	<u>29,694.00</u>	<u>15,204.30</u>	<u>8,024.44</u>	<u>37,837.36</u>

Previous Finance Lease Agreements

Rongzhong PRC and each of the Previous Lessees entered into each of the Previous Finance Lease Agreements respectively pursuant to which Rongzhong PRC agreed to lease the corresponding Purchased Equipment back to each of the Previous Lessees for a term of thirty-six months from the date of the respective Previous Finance Lease Agreement, with a total aggregated future lease payments inclusive of interest for all such lease periods of approximately RMB120.0 million (equivalent to approximately HK\$142.8 million). The aggregated value of the Purchased Equipment as at the date of the corresponding Sale and Purchase Agreements was approximately RMB96.7 million (equivalent to approximately HK\$115.1 million). The aggregated security deposit is approximately RMB29.7 million (equivalent to approximately HK\$35.4 million). The Previous Finance Lease Agreements were extended once on 30 October 2014 and again on 30 July 2015. At the request of the Corporate Guarantors, Rongzhong PRC and the Lessee XIII had entered into the Finance Lease Agreement XV under the condition that each of the Previous Lessees can repay their respective outstanding lease payments to Rongzhong PRC by netting of their respective deposit amount that is already paid to Rongzhong PRC at the inception date of the respective Previous Finance Lease Agreement.

Previous Corporate Guarantee Agreements and Previous Buy-back Agreement

Contract Date	Previous Finance Lease Agreement	Previous Corporate Guarantee Agreement	Corporate Guarantor	Buy-back Undertaking
14/06/2011	I	Corporate Guarantee Agreement I	Corporate Guarantor II	Corporate Guarantor I
14/06/2011	II	Corporate Guarantee Agreement II	Corporate Guarantor II	Corporate Guarantor I
14/06/2011	III	Corporate Guarantee Agreement III	Corporate Guarantor II	Corporate Guarantor I
14/06/2011	IV	Corporate Guarantee Agreement IV	Corporate Guarantor II	Corporate Guarantor I
03/08/2011	V	Corporate Guarantee Agreement V	Corporate Guarantor II	Corporate Guarantor I
01/08/2011	VI	Corporate Guarantee Agreement VI	Corporate Guarantor II	Corporate Guarantor I
01/08/2011	VII	Corporate Guarantee Agreement VII	Corporate Guarantor II	Corporate Guarantor I
01/08/2011	VIII	Corporate Guarantee Agreement VIII	Corporate Guarantor II	Corporate Guarantor I
20/09/2011	IX	Corporate Guarantee Agreement IX	Corporate Guarantor II	Corporate Guarantor I
01/08/2011	X	Corporate Guarantee Agreement X	Corporate Guarantor II	Corporate Guarantor I
01/08/2011	XI	Corporate Guarantee Agreement XI	Corporate Guarantor II	Corporate Guarantor I
08/11/2011	XII	Corporate Guarantee Agreement XII	Corporate Guarantor II	Corporate Guarantor I
30/12/2011	XIII	Corporate Guarantee Agreement XIII	Corporate Guarantor II	Corporate Guarantor I
30/12/2011	XIV	Corporate Guarantee Agreement XIV	Corporate Guarantor II	Corporate Guarantor I

Previous Corporate Guarantee Agreements

Rongzhong PRC and the Corporate Guarantor II entered into the Previous Corporate Guarantee Agreements, pursuant to which the Corporate Guarantor II shall bear joint and several liabilities in respect of the satisfaction of any and all of the liabilities and performance of obligations by each of the Previous Lessees to Rongzhong PRC under each of the Previous Finance Lease Agreements (unless otherwise specified, the terms of each of the Previous Corporate Guarantee Agreements are identical).

Previous Buy-back Agreement

On 28 June 2010, Rongzhong PRC and the Corporate Guarantor I entered into the Previous Buy-back Agreement, pursuant to which the Corporate Guarantor I undertakes to Rongzhong PRC in each of the Previous Lessee Agreements to buy-back the Purchased Equipment if any of the Previous Lessees shall default in three consecutive monthly payments or two consecutive quarterly payments.

THE FINANCE LEASE AGREEMENT XV

On 30 March, 2016, Rongzhong PRC entered into the Finance Lease Agreement XV with the Lessee XIII pursuant to which Rongzhong PRC agreed to purchase the Equipment O from the Lessee XIII at a contract amount of approximately RMB28.0 million (equivalent to approximately HK\$33.3 million) and to lease the Equipment O back to the Lessee XIII for a term of eighteen months with a total future lease payments (inclusive of interest and other administrative fee) for such lease period of approximately RMB32.2 million (equivalent to approximately HK\$38.3 million). The book value of the Equipment O as of the date of the Finance Lease Agreement XV is approximately RMB30.8 million (equivalent to approximately HK\$36.7 million). The agreed security deposit is approximately RMB1.8 million (equivalent to approximately HK\$2.1 million).

The interest and other administrative fee are payable in eighteen monthly instalments, and the contract amount is payable on the twelfth month and the eighteenth month from the date of the contract. The material terms of the Finance Lease Agreement XV have been summarised as follows:

Date of contract

30 March 2016

Parties

Lessor: Rongzhong PRC

Lessee: Lessee XIII

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.

Lease period

Eighteen months from the date of the contract.

Equipment ownership

During the lease period, the ownership of the Equipment O shall be vested in Rongzhong PRC. Subject to the Lessee XIII having duly and fully performed all of its obligations under the Finance Lease Agreement XV, Rongzhong PRC will transfer the ownership of the Equipment O to Lessee XIII at nil consideration upon the expiry of the Finance Lease Agreement XV.

THE CORPORATE GUARANTEE AGREEMENT XV

On 30 March 2016, Rongzhong PRC and the Corporate Guarantor I entered into the Corporate Guarantee Agreement XV to secure due payment of the lease payments by Lessee XIII to Rongzhong PRC under the Finance Lease Agreement XV. The material terms of the Corporate Guarantee Agreement XV have been summarized as follows:

Date of contract

30 March 2016

Parties

Lessor: Rongzhong PRC

Lessee: Lessee XIII

Guarantor: the Corporate Guarantor I

Guarantee period

Expires two years upon the expiration of the Finance Lease Agreement XV.

Scope of guarantee

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

Further protective covenants

The Corporate Guarantor I further agreed in the 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 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 UNDERTAKING

On 30 March, 2016, the Corporate Guarantor I provided the Undertaking to Rongzhong PRC pursuant to which the Corporate Guarantor I agreed to assign its debt receivable (owed by the Receivable Debtor to the Corporate Guarantor I) in the amount of approximately RMB50.0 million (equivalent to approximately HK\$59.5 million) to Rongzhong PRC as an additional form of repayment to Rongzhong PRC for the satisfaction of any and all liabilities of Lessee XIII under the Finance Lease Agreement XV. However, due to the current litigation between the Corporate Guarantor I and the Receivable Debtor, the official registration of assignment of the abovementioned debt receivable will be completed at a later stage.

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.

The Lessees and the Corporate Guarantors are principally engaged in the business of laser processing technology and development.

The terms of the Finance Lease Agreement XV (including the lease payments, interests and the security deposit), the Corporate Guarantee Agreement XV and the Undertaking were determined after arm's length negotiations between the Lessee XIII and Rongzhong PRC and between the Corporate Guarantor I, the Lessee XIII and Rongzhong PRC, respectively, with reference to, among others, 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. Facilitating the fund usage by the Lessees and the Corporate Guarantors to address their temporary liquidity difficulties may increase the likelihood of timely repayments by the Lessees and enhance client affinity to the Group. 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, the Lessees are parties associated with the Corporate Guarantor I and the Corporate Guarantor II, therefore each of the Finance Lease Agreements are aggregated for the classification in accordance with Rule 14.22 of the Listing Rules.

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:

“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 Agreement I”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 14 June 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement I
“Corporate Guarantee Agreement II”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 14 June 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement II
“Corporate Guarantee Agreement III”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 14 June 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement III
“Corporate Guarantee Agreement IV”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 14 June 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement IV
“Corporate Guarantee Agreement V”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 3 August 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement V
“Corporate Guarantee Agreement VI”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 1 August 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement VI

“Corporate Guarantee Agreement VII”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 1 August 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement VII
“Corporate Guarantee Agreement VIII”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 1 August 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement VIII
“Corporate Guarantee Agreement IX”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 20 September 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement IX
“Corporate Guarantee Agreement X”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 1 August 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement X
“Corporate Guarantee Agreement XI”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 1 August 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement XI
“Corporate Guarantee Agreement XII”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 8 November 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement XII
“Corporate Guarantee Agreement XIII”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 30 December 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement XIII
“Corporate Guarantee Agreement XIV”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor II on 30 December 2011 pursuant to which the Corporate Guarantor II has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement XIV

“Corporate Guarantee Agreement XV”	the corporate guarantee agreement entered into between Rongzhong PRC and Corporate Guarantor I on 30 March 2016 pursuant to which the Corporate Guarantor I has provided to Rongzhong PRC certain guarantees in connection with the Finance Lease Agreement XV
“Corporate Guarantor I”	a limited liability company established in the PRC, with its principal business in laser processing, 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, held as to approximately 43.89% by the Corporate Guarantor I, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Corporate Guarantors”	the Corporate Guarantor I and the Corporate Guarantor II
“Director(s)”	director(s) of the Company
“Equipment A”	1 set of laser processing equipment
“Equipment B”	1 set of laser processing equipment
“Equipment C”	2 sets of various laser processing equipment
“Equipment D”	2 sets of various laser processing equipment
“Equipment E”	1 set of laser processing equipment
“Equipment F”	2 sets of various laser processing equipment
“Equipment G”	1 set of laser processing equipment
“Equipment H”	1 set of laser processing equipment
“Equipment I”	2 sets of laser processing equipment
“Equipment J”	1 set of laser processing equipment
“Equipment K”	2 sets of laser processing equipment
“Equipment L”	1 set of laser processing equipment
“Equipment M”	1 set of laser processing equipment

“Equipment N”	1 set of laser processing equipment
“Equipment O”	10 sets of digital laser processing equipment
“Finance Lease Agreement I”	the finance lease agreement entered into between Rongzhong PRC and the Lessee I dated 14 June 2011, for the lease amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million) and deposit of approximately RMB1.5 million (equivalent to approximately HK\$1.8 million)
“Finance Lease Agreement II”	the finance lease agreement entered into between Rongzhong PRC and the Lessee II dated 14 June 2011, for the lease amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million) and deposit of approximately RMB1.5 million (equivalent to approximately HK\$1.8 million)
“Finance Lease Agreement III”	the finance lease agreement entered into between Rongzhong PRC and the Lessee III dated 14 June 2011, for the lease amount of approximately RMB10.2 million (equivalent to approximately HK\$12.1 million) and deposit of approximately RMB3.2 million (equivalent to approximately HK\$3.8 million)
“Finance Lease Agreement IV”	the finance lease agreement entered into between Rongzhong PRC and the Lessee IV dated 14 June 2011, for the lease amount of approximately RMB13.5 million (equivalent to approximately HK\$16.1 million) and deposit of approximately RMB4.1 million (equivalent to approximately HK\$4.9 million)
“Finance Lease Agreement V”	the finance lease agreement entered into between Rongzhong PRC and the Lessee V dated 3 August 2011, for the lease amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million) and deposit of approximately RMB1.5 million (equivalent to approximately HK\$1.8 million)
“Finance Lease Agreement VI”	the finance lease agreement entered into between Rongzhong PRC and the Lessee VI dated 1 August 2011, for the lease amount of approximately RMB8.6 million (equivalent to approximately HK\$10.2 million) and deposit of approximately RMB2.6 million (equivalent to approximately HK\$3.1 million)
“Finance Lease Agreement VII”	the finance lease agreement entered into between Rongzhong PRC and the Lessee VII dated 1 August 2011, for the lease amount of approximately RMB2.7 million (equivalent to approximately HK\$3.2 million) and deposit of approximately RMB0.8 million (equivalent to approximately HK\$1.0 million)

“Finance Lease Agreement VIII”	the finance lease agreement entered into between Rongzhong PRC and the Lessee III dated 1 August 2011, for the lease amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million) and deposit of approximately RMB1.5 million (equivalent to approximately HK\$1.8 million)
“Finance Lease Agreement IX”	the finance lease agreement entered into between Rongzhong PRC and the Lessee III dated 20 September 2011, for the lease amount of approximately RMB2.6 million (equivalent to approximately HK\$3.1 million) and deposit of approximately RMB0.8 million (equivalent to approximately HK\$1.0 million)
“Finance Lease Agreement X”	the finance lease agreement entered into between Rongzhong PRC and the Lessee VIII dated 1 August 2011, for the lease amount of approximately RMB7.6 million (equivalent to approximately HK\$9.0 million) and deposit of approximately RMB2.3 million (equivalent to approximately HK\$2.7 million)
“Finance Lease Agreement XI”	the finance lease agreement entered into between Rongzhong PRC and the Lessee IX dated 1 August 2011, for the lease amount of approximately RMB13.1 million (equivalent to approximately HK\$15.6 million) and deposit of approximately RMB3.9 million (equivalent to approximately HK\$4.6 million)
“Finance Lease Agreement XII”	the finance lease agreement entered into between Rongzhong PRC and the Lessee X dated 8 November 2011, for the lease amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million) and deposit of approximately RMB1.6 million (equivalent to approximately HK\$1.9 million)
“Finance Lease Agreement XIII”	the finance lease agreement entered into between Rongzhong PRC and the Lessee XI dated 30 December 2011, for the lease amount of approximately RMB9.5 million (equivalent to approximately HK\$11.3 million) and deposit of approximately RMB3.0 million (equivalent to approximately HK\$3.6 million)
“Finance Lease Agreement XIV”	the finance lease agreement entered into between Rongzhong PRC and the Lessee XII dated 30 December 2011, for the lease amount of approximately RMB4.7 million (equivalent to approximately HK\$5.6 million) and deposit of approximately RMB1.7 million (equivalent to approximately HK\$2.0 million)
“Finance Lease Agreement XV”	the finance lease agreement entered into between Rongzhong PRC and the Lessee XIII dated 30 March 2016, for the lease amount of approximately RMB28.0 million (equivalent to approximately HK\$33.3 million) and deposit of approximately RMB1.8 million (equivalent to approximately HK\$2.1 million)

“Finance Lease Agreements”	the Previous Finance Lease Agreements and the Finance Lease Agreement XV
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Holding Company”	a limited liability company established in the PRC, and having the same ultimate beneficial owners as the Corporate Guarantor I, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“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)
“Lessee I”	a limited liability company established in the PRC, and held as to approximately 44.3% by the Holding Company, with its principal business in laser processing, 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 approximately 80.0% by the Corporate Guarantor I, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Lessee III”	a limited liability company established in the PRC, and held as to approximately 59.6% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Lessee IV”	a limited liability company established in the PRC, and held as to approximately 59.6% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party

- “Lessee V” a limited liability company established in the PRC, and held as to approximately 51.1% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee VI” a limited liability company established in the PRC, and held as to approximately 32.0% by the Corporate Guarantor I, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee VII” a limited liability company established in the PRC, and held as to approximately 85.1% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee VIII” a limited liability company established in the PRC, and held as to approximately 43.4% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee IX” a limited liability company established in the PRC, and held as to approximately 59.6% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee X” a limited liability company established in the PRC, and held as to approximately 51.1% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee XI” a limited liability company established in the PRC, and held as to approximately 44.3% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
- “Lessee XII” a limited liability company established in the PRC, and held as to approximately 51.1% by the Holding Company, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party

“Lessee XIII”	a limited liability company established in the PRC, and held as to approximately 39.9% by the Corporate Guarantor I, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Lessees”	the Previous Lessees and the Lessee XIII
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China which, for the purposes of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“Previous Buy-back Agreement”	the buy-back agreement entered into between Rongzhong PRC and the Corporate Guarantor I dated 28 June 2010 pursuant to which the Corporate Guarantor I agree to certain buy-back arrangement under the Previous Finance Lease Agreements
“Previous Corporate Guarantee Agreements”	the Corporate Guarantee Agreement I, the Corporate Guarantee Agreement II, the Corporate Guarantee Agreement III, the Corporate Guarantee Agreement IV, the Corporate Guarantee Agreement V, the Corporate Guarantee Agreement VI, the Corporate Guarantee Agreement VII, the Corporate Guarantee Agreement VIII, the Corporate Guarantee Agreement IX, the Corporate Guarantee Agreement X, the Corporate Guarantee Agreement XI, the Corporate Guarantee Agreement XII, the Corporate Guarantee Agreement XIII and the Corporate Guarantee Agreement XIV
“Previous Finance Lease Agreements”	the Finance Lease Agreement I, the Finance Lease Agreement II, the Finance Lease Agreement III, the Finance Lease Agreement IV, the Finance Lease Agreement V, the Finance Lease Agreement VI, the Finance Lease Agreement VII, the Finance Lease Agreement VIII, the Finance Lease Agreement IX, the Finance Lease Agreement X, the Finance Lease Agreement XI, the Finance Lease Agreement XII, the Finance Lease Agreement XIII and the Finance Lease Agreement XIV
“Previous Sale and Purchase Agreements”	the Sale and Purchase Agreement I, the Sale and Purchase Agreement II, the Sale and Purchase Agreement III, the Sale and Purchase Agreement IV, the Sale and Purchase Agreement V, the Sale and Purchase Agreement VI, the Sale and Purchase Agreement VII, the Sale and Purchase Agreement VIII, the Sale and Purchase Agreement IX, the Sale and Purchase Agreement X, the Sale and Purchase Agreement XI, the Sale and Purchase Agreement XII, the Sale and Purchase Agreement XIII and the Sale and Purchase Agreement XIV

“Previous Lessees”	the Lessee I, the Lessee II, the Lessee III, the Lessee IV, the Lessee V, the Lessee VI, the Lessee VII, the Lessee VIII, the Lessee IX, the Lessee X, the Lessee XI and the Lessee XII
“Purchased Equipment”	the Equipment A, the Equipment B, the Equipment C, the Equipment D, the Equipment E, the Equipment F, the Equipment G, the Equipment H, the Equipment I, the Equipment J, the Equipment K, the Equipment L, the Equipment M and the Equipment N
“RMB”	Renminbi, the lawful currency of the PRC
“Receivable Debtor”	a limited liability company established in the PRC, and, to the best of the Director’s knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“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
“Sale and Purchase Agreement I”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee I dated 7 June 2011, for the amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million)
“Sale and Purchase Agreement II”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee II dated 14 June 2011, for the amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million)
“Sale and Purchase Agreement III”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee III dated 14 June 2011, for the amount of approximately RMB10.2 million (equivalent to approximately HK\$12.1 million)
“Sale and Purchase Agreement IV”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee IV dated 14 June 2011, for the amount of approximately RMB13.5 million (equivalent to approximately HK\$16.1 million)
“Sale and Purchase Agreement V”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee V dated 3 August 2011, for the amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million)
“Sale and Purchase Agreement VI”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee VI dated 1 August 2011, for the amount of approximately RMB8.6 million (equivalent to approximately HK\$10.2 million)

“Sale and Purchase Agreement VII”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee VII dated 1 August 2011, for the amount of approximately RMB2.7 million (equivalent to approximately HK\$3.2 million)
“Sale and Purchase Agreement VIII”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee III dated 1 August 2011, for the amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million)
“Sale and Purchase Agreement IX”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee III dated 26 August 2011, for the amount of approximately RMB2.6 million (equivalent to approximately HK\$3.1 million)
“Sale and Purchase Agreement X”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee VIII dated 1 August 2011, for the amount of approximately RMB7.6 million (equivalent to approximately HK\$9.0 million)
“Sale and Purchase Agreement XI”	the sale and purchase lease agreement entered into between Rongzhong PRC and the Lessee IX dated 1 August 2011, for the amount of approximately RMB13.1 million (equivalent to approximately HK\$15.6 million)
“Sale and Purchase Agreement XII”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee X dated 8 November 2011, for the amount of approximately RMB4.9 million (equivalent to approximately HK\$5.8 million)
“Sale and Purchase Agreement XIII”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee XI dated 30 December 2011, for the amount of approximately RMB9.5 million (equivalent to approximately HK\$11.3 million)
“Sale and Purchase Agreement XIV”	the sale and purchase agreement entered into between Rongzhong PRC and the Lessee XII dated 30 December 2011, for the amount of approximately RMB4.7 million (equivalent to approximately HK\$5.6 million)
“Shareholder(s)”	the holder(s) of the share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplier A”	a limited liability company established in the PRC, and held as to approximately 22.2% by the Corporate Guarantor I, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party

“Supplier B”	a limited liability company established in the PRC, with its principal business in laser processing, and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Suppliers”	the Supplier A and the Supplier B
“Transaction Documents”	the Finance Lease Agreement XV, the Corporate Guarantee Agreement XV, the Undertaking, the Previous Buy-back Agreement, the Previous Corporate Guarantee Agreements, the Previous Finance Lease Agreements and the Previous Sale and Purchase Agreements
“Undertaking”	the undertaking provided by the Corporate Guarantor I to Rongzhong PRC regarding certain assignment of debt receivable as an additional form of repayment
“%”	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, 31 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.