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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 EXTENSION OF FINANCE LEASE ARRANGEMENT

THE FINANCE LEASE SUPPLEMENTAL AGREEMENT II

The Board is pleased to announce that, on 6 June 2016, Rongzhong PRC (a wholly-owned subsidiary of the Company) entered into the Finance Lease Supplemental Agreement II with the Lessee pursuant to which Rongzhong PRC agreed to extend the lease term under the Finance Lease Agreement and the Finance Lease Supplemental Agreement I for twelve (12) months with a total future lease payments of approximately RMB112.6 million (equivalent to approximately HK\$134.0 million), inclusive of interest, for the extension period. The agreed security deposit is approximately RMB30.0 million (equivalent to approximately HK\$35.7 million).

THE CORPORATE GUARANTEE AGREEMENT

On 6 June 2016, Rongzhong PRC and the Corporate Guarantor entered into the Corporate Guarantee Agreement pursuant to which the Corporate Guarantor guaranteed to secure due payment of the lease payments by the Lessee to Rongzhong PRC pursuant to the Finance Lease Agreements.

THE BENEFICIAL OWNER GUARANTEE AGREEMENT

On 6 June 2016, Rongzhong PRC and the Beneficial Owner entered into the Beneficial Owner Agreement pursuant to which the Beneficial Owner guaranteed to secure due payment of the lease payments by the Lessee to Rongzhong PRC pursuant to the Finance Lease Agreements.

THE SHARE PLEDGE AGREEMENTS

On 6 June 2016, Rongzhong PRC and the Beneficial Owner entered into each of the Share Pledge Agreement I and the Share Pledge Agreement II pursuant to which the Beneficial Owner agreed to pledge his entire interest in Company A and Company B, respectively, to Rongzhong PRC as further undertaking to guarantee the satisfaction of any and all of the liabilities of the Lessee, and performance of obligations by the Lessee, pursuant to the Finance Lease Agreements in favour of Rongzhong PRC.

On 6 June 2016, Rongzhong PRC and the Corporate Guarantor entered into each of the Share Pledge Agreement III and the Share Pledge Agreement IV pursuant to which the Corporate Guarantor agreed to pledge its entire interest in Company A and Company B, respectively, to Rongzhong PRC as further undertaking to guarantee the satisfaction of any and all of the liabilities of the Lessee, and performance of obligations by the Lessee, pursuant to the Finance Lease Agreements in favour of Rongzhong PRC.

LISTING RULES IMPLICATIONS

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 disclosable transactions of the Company and are therefore subject to the announcement requirement in Chapter 14 of the Listing Rules.

BACKGROUND

The Finance Lease Agreement

On 12 March 2015, Rongzhong PRC entered into the Finance Lease Agreement with the Lessee pursuant to which Rongzhong PRC agreed to purchase the Equipment from the Lessee at a contract amount of approximately RMB70.0 million (equivalent to approximately HK\$83.3 million) and to lease the Equipment back to the Lessee for a term of twelve (12) months from 13 May 2015 with a total future lease payments of approximately RMB82.6 million (equivalent to approximately HK\$98.3 million), inclusive of interest, for such lease period. The appraised value of the Equipment as at 8 January 2015 was approximately RMB121.2 million (equivalent to approximately HK\$144.3 million).

The interest payments are payable in twelve (12) monthly instalments and the contract amount of the Equipment is payable in full at the end of the lease period, in each case by the Lessee to Rongzhong PRC.

The Financial Consultancy Contract

On 12 March 2015, Rongzhong PRC entered into the Financial Consultancy Contract with the Corporate Guarantor pursuant to which Rongzhong PRC agreed to provide financial consultancy services to the Corporate Guarantor in relation to the Lessee's business project in the hotel industry for a period commencing from 1 January 2015 to 31 March 2016. The aggregate consultancy fee is approximately RMB21.0 million (equivalent to approximately HK\$25.0 million).

The Finance Lease Supplemental Agreement I

On 13 March 2015, Rongzhong PRC entered into the Finance Lease Supplemental Agreement I with the Lessee pursuant to which Rongzhong PRC agreed to supplement and vary certain terms of the Finance Lease Agreement in the following manner:

1. increasing the contract amount of the Equipment from approximately RMB70.0 million (equivalent to approximately HK\$83.3 million) to approximately RMB100.0 million (equivalent to approximately HK\$119.0 million);

2. increasing the total future lease payments from approximately RMB82.6 million (equivalent to approximately HK\$98.3 million) to approximately RMB112.6 million (equivalent to approximately HK\$134.0 million) for such lease period; and
3. maintaining an agreed security deposit of approximately RMB30.0 million (equivalent to approximately HK\$35.7 million) for such lease period. The security deposit bears no interest and will be applied to make up part of the repayment of the contract amount of the Equipment payable by the Lessee to Rongzhong PRC at the end of the lease period.

THE FINANCE LEASE SUPPLEMENTAL AGREEMENT II

On 6 June 2016, Rongzhong PRC entered into the Finance Lease Supplemental Agreement II with the Lessee pursuant to which Rongzhong PRC agreed to extend the lease term under the Finance Lease Agreement and the Finance Lease Supplemental Agreement I for twelve (12) months with a total future lease payments of approximately RMB112.6 million (equivalent to approximately HK\$134.0 million), inclusive of interest, for the extension period. The agreed security deposit is approximately RMB30.0 million (equivalent to approximately HK\$35.7 million). The material terms of the Finance Lease Supplement Agreement II have been summarised as follows:

Date of contract

6 June 2016

Parties

Lessor: Rongzhong PRC

Lessee: Lessee

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

Extension period

Twelve (12) months from 13 May 2016

Lease payments

The aggregate interest payments, payable in twelve (12) monthly instalments over the extension period, and the contract amount of the Equipment, payable in full at the end of the extension period by the Lessee to Rongzhong PRC, are approximately RMB112.6 million (equivalent to approximately HK\$134.0 million), which includes a total interest of approximately RMB12.6 million (equivalent to approximately HK\$15.0 million), calculated at the PBOC Rate of compatible maturity period plus a premium and determined after arm's length negotiations between the Lessee and Rongzhong PRC with reference to, among others, the prevailing market terms and practices.

Security deposit

The security deposit of approximately RMB30.0 million (equivalent to approximately HK\$35.7 million) bears no interest and will be applied to make up part of the repayment of the contract amount of the Equipment payable by the Lessee to Rongzhong PRC at the end of the extension period.

Equipment ownership

During the extension period, the ownership of the Equipment will continue to be vested in Rongzhong PRC. Subject to the Lessee having duly and fully performed all of its obligations under the Finance Lease Agreements, Rongzhong PRC will transfer the ownership of the Equipment to the Lessee at nil consideration upon the expiry of the Finance Lease Agreements.

THE CORPORATE GUARANTEE AGREEMENT

On 6 June 2016, Rongzhong PRC and the Corporate Guarantor entered into the Corporate Guarantee Agreement to secure due payment of the lease payments by the Lessee to Rongzhong PRC under the Finance Lease Agreements. The material terms of the Corporate Guarantee Agreement have been summarised as follows:

Date of contract

6 June 2016

Parties

Lessor: Rongzhong PRC

Lessee: Lessee

Guarantor: Corporate Guarantor

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

Guarantee period

Expires two (2) years upon the expiration of the Finance Lease Agreements

Scope of guarantee

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

Further protective covenants

The Corporate Guarantor further agreed in the Corporate Guarantee Agreement 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 intends to transfer up to 50% or above of its total assets, an obligation to inform Rongzhong PRC 30 days in advance and obtain written consent from Rongzhong PRC in case of merger, reorganisation or other major changes in shareholdings structure on the part of the Corporate Guarantor and an obligation to obtain written consent from Rongzhong PRC if the Corporate Guarantor 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 BENEFICIAL OWNER GUARANTEE AGREEMENT

On 6 June 2016, Rongzhong PRC and the Beneficial Owner entered into the Beneficial Owner Guarantee Agreement to secure due payment of the lease payments by Lessee to Rongzhong PRC under the Finance Lease Agreements. The material terms of the Beneficial Owner Guarantee Agreement have been summarised as follows:

Date of contract

6 June 2016

Parties

Lessor: Rongzhong PRC

Lessee: Lessee

Guarantor: Beneficial Owner

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Beneficial Owner is an Independent Third Party.

Guarantee period

Expires two (2) years upon the expiration of the Finance Lease Agreements

Scope of guarantee

The Beneficial Owner agreed in the Beneficial Owner Guarantee Agreement to undertake guarantee, on a joint and several basis, to satisfy any and all of the liabilities of the Lessee under the Finance Lease Agreements.

THE SHARE PLEDGE AGREEMENTS

On 6 June 2016, the Beneficial Owner and Rongzhong PRC entered into the Share Pledge Agreement I pursuant to which the Beneficial Owner agreed to pledge his entire interest in Company A (representing 9.09% of or approximately RMB10.0 million (equivalent to approximately HK\$11.9 million) of Company A's total registered capital) and the Share Pledge Agreement II pursuant to which the Beneficial Owner agreed to pledge his entire interest in Company B (representing 2.33% of or approximately RMB0.5 million (equivalent to approximately HK\$0.6 million) of Company B's total registered capital) in each case to Rongzhong PRC as further undertaking to guarantee the satisfaction of any and all of the liabilities of the Lessee, and performance of obligations by the Lessee, pursuant to the Finance Lease Agreements in favour of Rongzhong PRC.

On 6 June 2016, the Corporate Guarantor and Rongzhong PRC entered into the Share Pledge Agreement III pursuant to which the Corporate Guarantor agreed to pledge its entire interest in Company A (representing 90.91% of or approximately RMB100.0 million (equivalent to approximately HK\$119.0 million) of Company A's total registered capital) and the Share Pledge Agreement IV pursuant to which the Corporate Guarantor agreed to pledge its entire interest in Company B (representing 97.67% of or approximately RMB21.0 million (equivalent to approximately HK\$25.0 million) of Company B's total registered capital) in each case to Rongzhong PRC as further undertaking to guarantee the satisfaction of any and all of the liabilities of the Lessee, and performance of obligations by the Lessee, pursuant to the Finance Lease Agreements in favour of Rongzhong PRC.

The material terms of the Share Pledge Agreements have been summarised below (unless otherwise specified below, the terms of the Share Pledge Agreements are identical):

Date of contracts

6 June 2016

Parties

Pledgee: Rongzhong PRC

Pledgor: each of the Beneficial Owner and the Corporate Guarantor

Pledge period

Expires three (3) years from the date of the contracts

Scope of pledge

The Beneficial Owner agreed in each of the Share Pledge Agreement I and the Share Pledge Agreement II to pledge his entire interest in Company A and Company B respectively and the Corporate Guarantor agreed in each of the Share Pledge Agreement III and the Share Pledge Agreement IV to pledge its entire interest in Company A and Company B respectively, in each case to Rongzhong PRC as further undertaking to guarantee the satisfaction of any and all of the liabilities of the Lessee, and performance of obligations by the Lessee, pursuant to the Finance Lease Agreements in favour of Rongzhong PRC.

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 Lessee is principally engaged in the business of investments, developments, operations and management of hotels, hot springs, spas and other leisure and recreational facilities in Hubei province of the PRC. The Corporate Guarantor is principally engaged in the business of property investments and developments in Hubei province of the PRC.

The terms of the Finance Lease Supplemental Agreement II, the Corporate Guarantee Agreement, the Beneficial Owner Guarantee Agreement and each of the Share Pledge Agreements were determined after arm's 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 extended lease period. Extending the repayment period will also assist the Lessee to address its temporary liquidity difficulties, increase the likelihood of timely repayments by the Lessee 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 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 disclosable 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:

“Beneficial Owner”	an individual holding approximately 98.78% interest of the Corporate Guarantor and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Beneficial Owner Guarantee Agreement”	the guarantee agreement entered into between Rongzhong PRC and the Beneficial Owner dated 6 June 2016 pursuant to which the Beneficial Owner agreed to provide certain guarantees to Rongzhong PRC in respect of the Finance Lease Agreements

“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
“Company A”	a limited liability company established in the PRC with a total registered capital of approximately RMB110.0 million (equivalent to approximately HK\$131.0 million) and held as to approximately 9.09% by the Beneficial Owner and approximately 90.91% by the Corporate Guarantor, with its principal business in property investments and developments in Hubei province of the PRC and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“Company B”	a limited liability company established in the PRC with a total registered capital of approximately RMB21.5 million (equivalent to approximately HK\$25.6 million) and held as to approximately 2.33% by the Beneficial Owner and approximately 97.67% by the Corporate Guarantor, with its principal business in property investments and developments in Hubei province of the PRC and, to the best of the Directors’ knowledge, information and belief after having made all reasonable enquiries, an Independent Third Party
“connect person(s)”	has the meaning ascribed to it under the Listing Rules
“Corporate Guarantee Agreement”	the guarantee agreement entered into between Rongzhong PRC and the Corporate Guarantor dated 6 June 2016 pursuant to which the Corporate Guarantor agreed to provide certain guarantees to Rongzhong PRC in respect of the Finance Lease Agreements
“Corporate Guarantor”	a limited liability company established in the PRC and held as to approximately 98.78% by the Beneficial Owner, with its principal business in property investments and developments in Hubei province of the PRC 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”	350 sets of various hotel facilities and machineries and 24 sets of hotel properties with hot springs facilities
“Financial Consultancy Contract”	the financial consultancy contract entered into between Rongzhong PRC and the Corporate Guarantor dated 12 March 2015 pursuant to which Rongzhong PRC agreed to provide certain financial consultancy services to the Corporate Guarantor
“Finance Lease Agreement”	the finance lease agreement entered into between Rongzhong PRC and the Lessee dated 12 March 2015 pursuant to which Rongzhong PRC agreed to purchase the Equipment from the Lessee and to lease it back to the Lessee
“Finance Lease Agreements”	the Finance Lease Agreement, the Finance Lease Supplemental Agreement I and the Finance Lease Supplemental Agreement II
“Finance Lease Supplemental Agreement I”	the finance lease supplemental agreement entered into between Rongzhong PRC and the Lessee dated 13 March 2015 pursuant to which Rongzhong PRC agreed to supplement and vary certain terms of the Finance Lease Agreement
“Finance Lease Supplemental Agreement II”	the finance lease supplemental agreement entered into between Rongzhong PRC and the Lessee dated 6 June 2016 pursuant to which Rongzhong PRC agreed to extend the lease term under the Finance Lease Agreement and the Finance Lease Supplemental Agreement I for twelve (12) months
“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)
“Lessee”	a limited liability company established in the PRC with its principal business in the investment, development, operation and management of the hotel, hot springs, spas and other leisure and recreational facilities in Hubei province of the PRC 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
“Share Pledge Agreement I”	the share pledge agreement entered into between Rongzhong PRC and the Beneficial Owner dated 6 June 2016 pursuant to which the Beneficial Owner agreed to pledge his entire interest in Company A (representing 9.09% of or approximately RMB10.0 million (equivalent to approximately HK\$11.9 million) of Company A’s total registered capital) to Rongzhong PRC
“Share Pledge Agreement II”	the share pledge agreement entered into between Rongzhong PRC and the Beneficial Owner dated 6 June 2016 pursuant to which the Beneficial Owner agreed to pledge his entire interest in Company B (representing 2.33% of or approximately RMB0.5 million (equivalent to approximately HK\$0.6 million) of Company B’s total registered capital) to Rongzhong PRC
“Share Pledge Agreement III”	the share pledge agreement entered into between Rongzhong PRC and the Corporate Guarantor dated 6 June 2016 pursuant to which the Corporate Guarantor agreed to pledge its entire interest in Company A (representing 90.91% of or approximately RMB100.0 million (equivalent to approximately HK\$119.0 million) of Company A’s total registered capital) to Rongzhong PRC
“Share Pledge Agreement IV”	the share pledge agreement entered into between Rongzhong PRC and the Corporate Guarantor dated 6 June 2016 pursuant to which the Corporate Guarantor agreed to pledge its entire interest in Company B (representing 97.67% of or approximately RMB21.0 million (equivalent to approximately HK\$25.0 million) of Company B’s total registered capital) to Rongzhong PRC

“Share Pledge Agreements”	the Share Pledge Agreement I, the Share Pledge Agreement II, the Share Pledge Agreement III and the Share Pledge Agreement IV
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transaction Documents”	the Beneficial Owner Guarantee Agreement, the Corporate Guarantee Agreement, the Finance Lease Supplemental Agreement II and the Share Pledge 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, 6 June 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.