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CHINA CHENGTONG DEVELOPMENT GROUP LIMITED

中國誠通發展集團有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 217)

DISCLOSEABLE TRANSACTION — SALE AND LEASEBACK ARRANGEMENT

On 10 December 2021, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Sale and Leaseback Agreements with the Lessee, pursuant to which Chengtong Financial Leasing will purchase the Facilities from the Lessee and will lease the Facilities back to the Lessee for a term of 30 months.

On 27 May 2021, Chengtong Financial Leasing entered into the Previous Transaction with the Lessee. Since the Sale and Leaseback Arrangement is entered into within 12 months from the date of the Previous Transaction, the Sale and Leaseback Arrangement is aggregated with the Previous Transaction for the purpose of calculating the relevant percentage ratios (as defined under the Listing Rules).

As the highest applicable percentage ratio in respect of the Sale and Leaseback Arrangement, both when calculated individually and when aggregated with the Previous Transaction, exceeds 5% but is less than 25%, the Sale and Leaseback Arrangement constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

On 10 December 2021, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Sale and Leaseback Agreements with the Lessee in respect of the Sale and Leaseback Arrangement, the major terms of which are set out below.

SALE AND LEASEBACK ARRANGEMENT

Date of the Sale and Leaseback Agreements

10 December 2021

Parties

Lessor: Chengtong Financial Leasing

Lessee: The Lessee

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Lessee and its ultimate beneficial owners are Independent Third Parties and the Lessee is principally engaged in the business of provision of finance lease services.

Subject matter

Subject to the fulfilment of the conditions as set out in the Sale and Leaseback Agreements (including but not limited to the obtaining of all necessary approvals by the Lessee in relation to the Sale and Leaseback Arrangement, the signing and the coming into effect of the relevant security agreement(s) and the completion of the requisite registration for the security (as set out below)), Chengtong Financial Leasing will purchase the Facilities from the Lessee at the Purchase Price of RMB50 million (equivalent to HK\$61 million), and the Facilities will be leased back to the Lessee for a period of 30 months ("**Lease Term**") from the date on which the Purchase Price is paid by Chengtong Financial Leasing, subject to early termination in accordance with the terms and conditions of the Sale and Leaseback Agreements.

If any of the conditions under the Sale and Leaseback Agreements are not satisfied on or before 31 December 2021, Chengtong Financial Leasing shall have the right to unilaterally terminate the Sale and Leaseback Agreements.

Purchase Price

The Purchase Price of RMB50 million (equivalent to HK\$61 million) was agreed between Chengtong Financial Leasing and the Lessee with reference to the aggregate outstanding lease principal amount under the Original Finance Lease Agreements as at 30 November 2021 (after deducting the security money received by the Lessee from the Sub-lessees) which amounted to approximately RMB51.99 million (equivalent to approximately HK\$63.43 million).

The Purchase Price will be satisfied by the internal resources of the Group and/or borrowings.

Legal title

Chengtong Financial Leasing owns the legal title of the Facilities during the Lease Term.

Lease payment

The total amount of lease payment over the Lease Term is estimated to be approximately RMB53.29 million (equivalent to approximately HK\$65.01 million) which shall be paid by the Lessee to Chengtong Financial Leasing in ten (10) quarterly instalments during the Lease Term.

The total amount of lease payment represents the sum of the lease principal amount (being the amount of Purchase Price to be paid by Chengtong Financial Leasing) and the lease interest which is calculated on the then outstanding lease principal amount with a floating interest rate to be determined at a premium over the one-year loan prime rate as promulgated by the National Interbank Funding Center under the authority of the People's Bank of China (“LPR”) from time to time. In the event that the LPR changes during the Lease Term, adjustments will be made to such lease interest rate on an annual basis on 1 January every year except in the case where the Lessee has overdue lease payment and has not paid all overdue payments and liquidated damages, the interest rate applied will not be adjusted when the LPR is reduced.

The interest rate has been agreed after arm's length negotiations between the parties with reference to the Purchase Price payable by Chengtong Financial Leasing for the purchase of the Facilities and the credit risks associated with the Sale and Leaseback Arrangement.

Service Fee

The Lessee shall pay a service fee of RMB0.50 million (equivalent to HK\$0.61 million) (“Service Fee”) to Chengtong Financial Leasing within 15 working days after the coming into effect of the Sale and Leaseback Agreements for the preliminary services provided by Chengtong Financial Leasing in respect of the Sale and Leaseback Arrangement. The Service Fee is non-refundable.

Lessee's right to repurchase the Facilities

Upon the Lessee having paid all the lease payments and other payables (if any) to Chengtong Financial Leasing in accordance with the terms of the Sale and Leaseback Agreements, the Lessee shall have the right to repurchase the Facilities at a nominal consideration of RMB1.00.

Security

In order to guarantee the Lessee's performance of the Sale and Leaseback Agreements, the Lessee has agreed to pledge all its receivables from the Sub-lessees under the Original Finance Lease Agreements to Chengtong Financial Leasing as security for all amounts payable by the Lessee under the Sale and Leaseback Agreements.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Sub-lessees and their ultimate beneficial owners are Independent Third Parties.

REASONS FOR AND BENEFITS OF THE SALE AND LEASEBACK ARRANGEMENT

The Group is principally engaged in leasing, bulk commodity trade, property development and investment, marine recreation services and hotel. The Group's leasing business is mainly carried out through Chengtong Financial Leasing as its principal business.

The entering into of the Sale and Leaseback Arrangement is in the ordinary and usual course of business of Chengtong Financial Leasing and it is expected that Chengtong Financial Leasing will earn an income of approximately RMB3.79 million (equivalent to approximately HK\$4.62 million), being the aggregate of the Service Fee and the difference between the estimated total lease payment under the Sale and Leaseback Arrangement and the Purchase Price.

The Directors are of the view that the terms of the Sale and Leaseback Arrangement are fair and reasonable and are in the interests of the Company and the shareholders of the Company as a whole.

IMPLICATION UNDER THE LISTING RULES

On 27 May 2021, Chengtong Financial Leasing entered into the Previous Transaction with the Lessee. Since the Sale and Leaseback Arrangement is entered into within 12 months from the date of the Previous Transaction, the Sale and Leaseback Arrangement is aggregated with the Previous Transaction for the purpose of calculating the relevant percentage ratios (as defined under the Listing Rules).

As the highest applicable percentage ratio in respect of the Sale and Leaseback Arrangement, both when calculated individually and when aggregated with the Previous Transaction, exceeds 5% but is less than 25%, the Sale and Leaseback Arrangement constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Board”	means the board of Directors
“Chengtong Financial Leasing”	means 誠通融資租賃有限公司 (unofficial English translation being Chengtong Financial Leasing Company Limited), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Company”	means China Chengtong Development Group Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	means the director(s) of the Company
“Facilities”	means certain railway construction equipment and facilities

“Group”	means the Company and its subsidiaries as at the date of this announcement
“HK\$”	means Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	means third party(ies) independent of the Company and its connected persons (having the meaning ascribed to it under the Listing Rules)
“Lessee”	means 中鐵融資租賃有限公司 (unofficial English translation being China Railway Financial Leasing Co., Ltd.), a company established in the PRC with limited liability whose ultimate beneficial owner controlling more than one-third of its equity interest is 國務院國有資產監督管理委員會 (the State-owned Assets Supervision and Administration Commission of the State Council)
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange
“Original Finance Lease Agreements”	means the finance lease agreements in respect of the Facilities entered into between the Lessee (as lessor) and the Sub-lessees (as lessees)
“PRC”	means the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Previous Sale and Leaseback Agreements”	means, collectively, the following agreements each dated 27 May 2021 and signed between Chengtong Financial Leasing and the Lessee in relation to the Previous Transaction: <ul style="list-style-type: none"> (1) leaseback assets transfer agreement; (2) finance lease agreement (sale and leaseback); and (3) receivables pledge agreement
“Previous Transaction”	means the purchase of certain railway construction equipment and facilities and transport logistics vehicles and ancillary facilities by Chengtong Financial Leasing from the Lessee and the leaseback of such facilities to the Lessee for a term of two (2) years pursuant to the terms of the Previous Sale and Leaseback Agreements, the details of which are set out in the announcement of the Company dated 27 May 2021

“Purchase Price”	means the consideration payable by Chengtong Financial Leasing for the purchase of the Facilities from the Lessee
“RMB”	means Renminbi, the lawful currency of the PRC
“Sale and Leaseback Agreements”	means, collectively, the following agreements, each dated 10 December 2021 and signed between Chengtong Financial Leasing and the Lessee in relation to the Sale and Leaseback Arrangement: (1) leaseback assets transfer agreement; (2) finance lease agreement (sale and leaseback); and (3) receivables pledge agreement
“Sale and Leaseback Arrangement”	means the purchase of the Facilities by Chengtong Financial Leasing from the Lessee and the leaseback of the Facilities to the Lessee pursuant to the terms of the Sale and Leaseback Agreements
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Sub-lessees”	means the lessees under the Original Finance Lease Agreements, being nine companies incorporated in the PRC with limited liability, all of which and their respective ultimate beneficial owners are Independent Third Parties
“%”	means per cent.

In this announcement, for the purpose of illustration only, amounts quoted in RMB have been converted into HK\$ at the rate of RMB1.00 to HK\$1.22. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

By Order of the Board
China Chengtong Development Group Limited
Zhang Bin
Chairman

Hong Kong, 10 December 2021

As at the date of this announcement, the executive Directors are Mr. Zhang Bin and Mr. Yang Tianzhou; and the independent non-executive Directors are Professor Chang Qing, Mr. Lee Man Chun, Tony and Professor He Jia.