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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 23 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 Leased Assets from the Lessee and will lease the Leased Assets back to the Lessee for a term of five (5) years.

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Sale and Leaseback Arrangement 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 23 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

23 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, (i) the Lessee is ultimately controlled as to more than one-third of its equity interest by 瀘州市國有資產監督管理委員會 (unofficial English translation being State-owned Assets Supervision and Administration Commission of the People's Government of Luzhou City) which also indirectly controls more than one-third of the equity interest of the Guarantor; (ii) the Lessee and its ultimate beneficial owners are Independent Third Parties; and (iii) the Lessee is principally engaged in the business of construction and operation of Luzhou Yunlong Airport.

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 guarantee agreement(s) and the payment of the security money (as set out below) by the Lessee), Chengtong Financial Leasing will purchase the Leased Assets from the Lessee at the Purchase Price of RMB150 million (equivalent to HK\$183 million), and the Leased Assets will be leased back to the Lessee for a period of five (5) years (“**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 RMB150 million (equivalent to HK\$183 million) was agreed between Chengtong Financial Leasing and the Lessee with reference to the appraised values of the Leased Assets as at 19 November 2021 which amounted to approximately RMB180.62 million (equivalent to approximately HK\$220.36 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 Leased Assets during the Lease Term.

Lease payment

The total amount of lease payment over the Lease Term is estimated to be approximately RMB171.54 million (equivalent to approximately HK\$209.28 million) which shall be paid by the Lessee to Chengtong Financial Leasing in ten (10) equal instalments every six months 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 five (5)-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 Leased Assets and the credit risks associated with the Finance Lease Arrangement.

Lessee's right to repurchase the Leased Assets

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 Leased Assets at a nominal consideration of RMB1.00.

Security money

The Lessee agrees to pay a sum of RMB4.50 million (equivalent to approximately HK\$5.49 million) as security money for the performance of its obligations under the Finance Lease Agreements.

If the Lessee fails to fully perform any obligation under the Finance Lease Agreements, Chengtong Financial Leasing has the right to apply the security money to set off against any amount owed by the Lessee to it in the following order: liquidated damages, other payables including but not limited to damages, outstanding and prospective lease payments and repurchase price. If the Lessee has fully performed all its obligations under the Finance Lease Agreements, Chengtong Financial Leasing shall return the security money to the Lessee upon the expiry of the Lease Term and the Lessee's presentation of the receipt of the security money.

When the amount payable by the Lessee under the Finance Lease Agreements is less than the balance of the security money, the Finance Lease Agreements may be early terminated upon the Lessee's application. The Lessee shall then present the receipt of the security money to Chengtong Financial Leasing upon which the security money shall be used to set off the lease payment and other payables under the Finance Lease Agreements and any remaining balance of the security money shall be returned to the Lessee.

Guarantee

The Guarantor has provided guarantee in favour of Chengtong Financial Leasing for all amounts payable by the Lessee under the Finance Lease Agreements, including but not limited to liquidated damages, outstanding and prospective lease payments, repurchase price and other payables. The guarantees are irrevocable and continuing in nature.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, (i) the Guarantor is ultimately controlled to more than one-third of its equity interest by 瀘州市國有資產監督管理委員會 (unofficial English translation being State-owned Assets Supervision and Administration Commission of the People's Government of Luzhou City); (ii) the Guarantor and its ultimate beneficial owners are Independent Third Parties; and (iii) the Guarantor is principally engaged in the business of operation of State-owned assets.

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 RMB21.54 million (equivalent to approximately HK\$26.28 million), being 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

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Sale and Leaseback Arrangement 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
“Group”	means the Company and its subsidiaries as at the date of this announcement
“Guarantor”	means 瀘州市興瀘投資集團有限公司 (unofficial English translation being Luzhou Xinglu Investment Group Co., Ltd.), a State-owned enterprise established in the PRC with limited liability
“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)
“Leased Assets”	means certain air traffic control and auxiliary equipment of Yunlong Airport, including but not limited to rangefinders, beacon lights, meteorological observation system, power facilities and other electrical facilities
“Lessee”	means 瀘州雲龍機場空港發展有限責任公司 (unofficial English translation being Luzhou Yunlong Airport Development Company Limited), a State-owned enterprise established in the PRC with limited liability
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange
“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
“Purchase Price”	means the consideration payable by Chengtong Financial Leasing for the purchase of the Leased Assets from the Lessee
“RMB”	means Renminbi, the lawful currency of the PRC

“Sale and Leaseback Agreements”	means, collectively, the following agreements, each dated 23 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) security money agreement
“Sale and Leaseback Arrangement”	means the purchase of the Leased Assets by Chengtong Financial Leasing from the Lessee and the leaseback of the Leased Assets to the Lessee pursuant to the terms of the Sale and Leaseback Agreements
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“%”	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, 23 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.