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CHINA INVESTMENTS HOLDINGS LIMITED

中國興業控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock code: 132)

DISCLOSEABLE TRANSACTION ENTERING INTO A FINANCE LEASE AS THE LESSOR

On 10 May 2021, Greengold Leasing, a subsidiary of the Company, entered into the Finance Lease with the Lessee, to acquire the ownership of the Assets from the Lessee for RMB50,000,000 (equivalent to approximately HK\$60,450,000), which would be leased back to the Lessee for its use and possession for a term of 5 years.

References are made to the announcements dated 1 December 2020 and 22 December 2020 and the circular dated 14 January 2021 of the Company in relation to the entering into of the Existing Finance Leases and Incidental Documentation. As the Lessee of the Finance Lease is the same party as that in the Existing Finance Leases and Incidental Documentation, the transactions contemplated under the Finance Lease are required to be aggregated with the transactions contemplated under the Existing Finance Leases and Incidental Documentation pursuant to Rule 14.22 of the Listing Rules.

As the applicable percentage ratios calculated in accordance with the Listing Rules in respect of the Finance Lease and the Incidental Documentation are more than 5% but less than 25%, the Finance Lease and the Incidental Documentation and the transactions contemplated thereunder constitute a discloseable transaction of the Company pursuant to Chapter 14 of the Listing Rules. The Finance Lease and the Incidental Documentation, when aggregated with the Existing Finance Leases and Incidental Documentation, will not classify the matter in a transaction class higher than the major transaction already approved and disclosed as per the announcement and circular of the Company of 22 December 2020 and 14 January 2021 respectively. Therefore, the Finance Lease and the Incidental Documentation shall only be subject to reporting and announcement requirements under Chapter 14 of the Listing Rules.

THE FINANCE LEASE AND THE INCIDENTAL DOCUMENTATION

The Board is pleased to announce that Greengold Leasing entered into the Finance Lease and the Incidental Documentation, the principal terms of which are as follows:–

Date of the Finance Lease:

10 May 2021

The Finance Lease would be effective upon compliance of the applicable requirements of the Listing Rules by the Company.

Parties:

- (1) Greengold Leasing, a subsidiary of the Company, as the lessor;
- (2) the Lessee; and
- (3) the Guarantor (in relation to the relevant guarantee).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Lessee, the Guarantor and their ultimate beneficial owner are Independent Third Parties.

Transfer of Assets and consideration

Greengold Leasing will acquire the unencumbered ownership of the Assets from the Lessee on an "as-is" basis for RMB50,000,000 (equivalent to approximately HK\$60,450,000) in cash and, payable within 12 months from the date of the Finance Lease. The transfer agreement was entered into between Greengold Leasing and the Lessee on the date of the Finance Lease, effecting the terms of the Finance Lease in relation to the transfer of the Assets from the Lessee to Greengold Leasing above.

Such consideration amount was determined following arm's length negotiations by the parties with reference to the original cost of the Assets of RMB52,808,600 (equivalent to approximately HK\$63,845,597), and their state, which were reviewed by Greengold Leasing's experienced leasing team. The consideration amount for the acquisition of the Assets will be funded through the internal resources of the Group and/or external banking facilities.

Lease period

Greengold Leasing will lease back the Assets to the Lessee for its use and possession for a term of 5 years commencing from the day the consideration for the Assets transfer has been paid by Greengold Leasing.

Payments under the Finance Lease

The total amount of lease payments for the Finance Lease is approximately RMB60,486,155 (equivalent to approximately HK\$73,127,761), comprising (a) the lease principal payment of RMB50,000,000 (equivalent to approximately HK\$60,450,000) and (b) the aggregate lease interest and other fees and expenses under the Incidental Documentation of approximately RMB10,486,155 (equivalent to approximately HK\$12,677,761). Both the lease principal and the interest shall be payable in twenty (20) installments during the lease period.

The terms of the Finance Lease, including the lease principal, lease interest, and other fees and expenses under the Incidental Documentation, were determined after arm's length negotiations between the parties to the Finance Lease with reference to the principal amount of the lease, the interest risk of financing, the loan prime rate published by the National Interbank Funding Center from time to time, the credit risks associated with the Finance Lease and the targeted overall return of the Finance Lease of the Group.

Termination and transfer of the Assets to the Lessee

The Lessee may terminate the Finance Lease provided that all outstanding amounts due thereunder and a compensation equivalent to 20 percent of the total outstanding lease interest amount as at the time of early termination have been settled by it. At the end of the lease period or in the event of an early termination of the Finance Lease, subject to the settlement of all outstanding amounts due, the Lessee had agreed to purchase the Assets at a nominal purchase price of RMB1,000 (equivalent to approximately HK\$1,209).

Guarantee deposit

The Lessee will pay an interest-free deposit of RMB2,350,000 (equivalent to approximately HK\$2,841,150) to Greengold Leasing on the same day the consideration for the Assets transfer has been paid by Greengold Leasing to secure its payment obligations under the Finance Lease.

Guarantee

The Guarantor had executed a guarantee on the date of the Finance Lease guaranteeing Greengold Leasing, effectively on a joint and several basis, the due and punctual settlement of any and all amount payable by the Lessee under the Finance Lease.

Pledges and Charge

Pursuant to the asset pledge agreement entered into between Greengold Lease and the Lessee, although the ownership of the Assets shall be transferred to Greengold Leasing as lessor as part of the Finance Lease, the Assets are treated as security of payment obligations of the Lessee under the Finance Lease and the Lessee may continue to utilize the Assets during the lease term.

Xiexin Smart Energy had executed a share pledge agreement, pledging 100% shareholding interests (representing RMB144,323,800 (equivalent to approximately HK\$174,487,474)) in the Lessee in favour of Greengold Leasing for a term of 6 years, as security of the Lessee's payment obligations under the Finance Lease and the Existing Finance Leases.

Additionally, the Lessee had executed a receivables pledge agreement in favour of Greengold Leasing, pledging its rights in receivables under the electricity purchase agreement and its renewal and supplemental agreements, the garbage treatment franchise agreement and its supplemental agreement and the garbage supply and settlement agreement of the domestic garbage incineration power generation project in Xuzhou City, as security of its payment obligations under the Finance Lease and the Existing Finance Leases.

The Lessee had also executed a charge in favour of Greengold Leasing, charging a piece of industrial land with an area of 60,019.9 square meters and the premises with a total area of 21,773.55 square meters situated in Xuzhou City, Jiangsu Province, the PRC, as security of its payment obligations under the Finance Lease.

Such pledges and charge were entered into following arm's length negotiations by the parties with reference to the payment obligations under the Finance Lease and the Existing Finance Leases, and the assessment of the collaterals by Greengold Leasing's experienced leasing team.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE AND THE INCIDENTAL DOCUMENTATION

The entering into of the Finance Lease and the Incidental Documentation is part of Greengold Leasing's ordinary and usual course of business which is expected to provide a stable revenue and cashflow to the Group.

The Directors consider that the Finance Lease and the Incidental Documentation and the transactions contemplated thereunder are on normal commercial terms which are made on an arm's length basis and are fair and reasonable and in the best interests of the Group and the Shareholders as a whole.

INFORMATION ON THE ASSETS

The Assets comprise garbage incineration treatment and power generation equipment and facilities of a garbage incineration power plant situated in Xuzhou City, Jiangsu Province, the PRC, which are in the same facility as the other assets under the Existing Finance Leases and Incidental Documentation.

The Lessee will bear any maintenance, taxation and other costs and levies associated with the Assets.

LISTING RULES IMPLICATION

References are made to the announcements dated 1 December 2020 and 22 December 2020 and the circular dated 14 January 2021 of the Company in relation to the entering into of the Existing Finance Leases and Incidental Documentation. As the Lessee of the Finance Lease is the same party as that in the Existing Finance Leases and Incidental Documentation, the transactions contemplated under the Finance Lease are required to be aggregated with the transactions contemplated under the Existing Finance Leases and Incidental Documentation pursuant to Rule 14.22 of the Listing Rules.

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PRINCIPAL BUSINESSES OF THE PARTIES

The Group

The Group is principally engaged in hotel investment, management and operation, property investments in both properties held for sale and investment properties, finance leasing, wellness elderly care, big data and civil explosives businesses. Through its joint ventures and associated companies, the Group also participates and invests in fast growing sectors, including electric utilities in the PRC.

Greengold Leasing

Greengold Leasing is a subsidiary of the Company, which is principally engaged in the provision of finance, including through finance leasing, with a focus on environmental protection projects in the PRC.

The Lessee

The Lessee is a limited liability company established in the PRC and is principally engaged in garbage incineration treatment and power generation in Xuzhou City, Jiangsu Province, the PRC.

The Guarantor

The Guarantor is a limited liability company established in the PRC and is principally engaged in technology development of power projects in the PRC.

Xiexin Smart Energy

Xiexin Smart Energy is a limited liability company established in the PRC and is principally engaged in investment in clean energy in the PRC.

The Lessee and Xiexin Smart Energy are ultimately controlled by the Guarantor.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following terms have the meanings as respectively ascribed below:

“Assets”	shall have the meaning as disclosed in the section headed “INFORMATION ON THE ASSETS” in this announcement
“Board”	the board of Directors of the Company
“Company”	China Investments Holdings Limited (中國興業控股有限公司), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 132)
“Director(s)”	the director(s) of the Company
“Existing Finance Leases”	being the finance lease agreements dated 30 November 2020 and 22 December 2020 entered into between Greengold Leasing and the Lessee, the details of which have been disclosed in the announcements dated 1 December 2020 and 22 December 2022 and the circular dated 14 January 2021 of the Company
“Existing Finance Leases and Incidental Documentation”	being the finance lease agreements and incidental documentation dated 30 November 2020 and 22 December 2020 entered into between Greengold Leasing and the Lessee, the details of which have been disclosed in the announcements dated 1 December 2020 and 22 December 2022 and the circular dated 14 January 2021 of the Company
“Finance Lease”	the finance lease agreement dated 10 May 2021 entered into between Greengold Leasing and the Lessee in relation to the transfer of ownership and lease back of the Assets
“Greengold Leasing”	Canton Greengold Financial Leasing Ltd.* (廣東綠金融資租賃有限公司)(formerly known as Canton Risen Financial Leasing Co., Ltd.* (廣東粵盛科融資租賃有限公司)), a company incorporated in the PRC with limited liability and a subsidiary of the Company

“Group”	the Company and its subsidiaries
“Guarantor”	GCL Energy Technology Co., Ltd. (協鑫能源科技股份有限公司), a company incorporated in the PRC with limited liability, the shares of which are listed on the Shenzhen Stock Exchange (Stock Code: 002015) and an Independent Third Party
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK\$”	Hong Kong Dollar, the lawful currency of Hong Kong
“Incidental Documentation”	the agreements incidental to the Finance Lease, including the transfer agreement, the consultancy agreement, the guarantee, the asset pledge agreement, the share pledge agreement, the receivables pledge agreement and the charge
“Independent Third Party(ies)”	(an) independent third party(ies) not connected with the Group and any Director, chief executive or substantial shareholder of the Group or any of its subsidiaries or their respective associate of any of them as defined in the Listing Rules
“Lessee”	Xuzhou Xiexin Environmental Energy Co., Ltd.* (徐州協鑫環保能源有限公司), a company incorporated in the PRC with limited liability and an Independent Third Party
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	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
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Xiexin Smart Energy”

Xiexin Smart Energy Co., Ltd.* (協鑫智慧能源股份有限公司),
a company incorporated in the PRC with limited liability and an
Independent Third Party

“%”

per cent

On behalf of
China Investments Holdings Limited
HE Xiangming
Chairman

Hong Kong, 11 May 2021

As at the date of this announcement, the Board consists of five executive Directors, namely Mr. HE Xiangming (Chairman and Managing Director), Mr. YOU Guang Wu (Director), Mr. HUANG Zhihe (Deputy Managing Director), Ms. WANG Xin (Deputy Managing Director) and Mr. CHENG Weidong (Deputy Managing Director) and three independent non-executive Directors, namely Mr. CHAN Kwok Wai, Mr. CHEN Da Cheng and Mr. DENG Hong Ping.

For the purpose of this announcement, amounts denominated in RMB have been translated into HK\$ at the exchange rate of RMB1 = HK\$1.209. 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.

* For identification purpose only