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Capital Finance Holdings Limited

首都金融控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock code: 8239)

DISCLOSEABLE TRANSACTION INVOLVING PROVISION OF FINANCIAL ASSISTANCE

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 26 June 2019, (i) Beijing Jinxi, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement A with Borrower A; (ii) Beijing Jinlu, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement B and Revolving Loan Agreement G with Borrower A and Borrower D respectively; (iii) Beijing Jinshou, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement C, Revolving Loan Agreement D and Revolving Loan Agreement H with Borrower A, Borrower B and Borrower D respectively; and (iv) Beijing Jinfu, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement E and Revolving Loan Agreement F with Borrower C and Borrower D respectively. Pursuant to the Revolving Loan Agreements, the Lenders have agreed to grant the Loans with total aggregate amount up to RMB8.0 million (equivalent to approximately HK\$9.1 million), RMB2.0 million (equivalent to approximately HK\$2.3 million), RMB3.5 million (equivalent to approximately HK\$4.0 million) and RMB10.0 million (equivalent to approximately HK\$11.4 million), respectively to Borrower A, Borrower B, Borrower C and Borrower D, for a term of 12 months. During the 12-month period preceding the Transaction A and Transaction B, the Group has previously granted loans to Borrower C, Borrower F and Borrower G amounted to RMB5.0 million (equivalent to approximately HK\$5.7 million), RMB9.0 million (equivalent to approximately HK\$10.2 million) and RMB9.0 million (equivalent to approximately HK\$10.2 million) respectively, all of which have been fully repaid as at the date of this announcement; and the Group has previously granted loan to Borrower E amounted to RMB3.0 million (equivalent to approximately HK\$3.4 million) of which remains outstanding as at the date of this announcement.

The Directors consider that the Revolving Loan Agreements were entered into on normal commercial terms and in the ordinary and usual course of business of the Group. As certain applicable percentage ratios for the Transaction A and the Previous Loan A, the Previous Loan B and the Previous Loan C in aggregate were more than 5% but less than 25% under Rule 19.07 of the GEM Listing Rules, the Transaction A and the Previous Loan A, the Previous Loan B and the Previous Loan C constitute a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules. As certain applicable percentage ratios for the Transaction B and the Previous Loan D in aggregate were more than 5% but less than 25% under Rule 19.07 of the GEM Listing Rules, Transaction B and the Previous Loan D constitute a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules.

The Board is pleased to announce that on 26 June 2019, (i) Beijing Jinxi, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement A with Borrower A; (ii) Beijing Jinlu, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement B and Revolving Loan Agreement G with Borrower A and Borrower D respectively; (iii) Beijing Jinshou, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement C, Revolving Loan Agreement D and Revolving Loan Agreement H with Borrower A, Borrower B and Borrower D respectively; and (iv) Beijing Jinfu, an indirect wholly-owned subsidiary of the Company, as lender has entered into Revolving Loan Agreement E and Revolving Loan Agreement F with Borrower C and Borrower D respectively. Pursuant to the Revolving Loan Agreements, the Lenders have agreed to grant the Loans with total aggregate amount up to RMB8.0 million (equivalent to approximately HK\$9.1 million), RMB2.0 million (equivalent to approximately HK\$2.3 million), RMB3.5 million (equivalent to approximately HK\$4.0 million) and RMB10.0 million (equivalent to approximately HK\$11.4 million), respectively to Borrower A, Borrower B, Borrower C and Borrower D, for a term of 12 months. During the 12-month period preceding the Transaction A and Transaction B, the Group has previously granted loans to Borrower C, Borrower F and Borrower G amounted to RMB5.0 million (equivalent to approximately HK\$5.7 million), RMB9.0 million (equivalent to approximately HK\$10.2 million) and RMB9.0 million (equivalent to approximately HK\$10.2 million) respectively, all of which have been fully repaid as at the date of this announcement; and the Group has previously granted loan to Borrower E amounted to RMB3.0 million (equivalent to approximately HK\$3.4 million) of which remains outstanding as at the date of this announcement.

THE REVOLVING LOAN AGREEMENT A

Date of the Revolving Loan Agreement A	:	26 June 2019
Lender A	:	Beijing Jinxi
Borrower	:	the Borrower A
Facility amount	:	up to RMB1.5 million (equivalent to approximately HK\$1.7 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement A (the "Availability Period")
Loan period	:	6 months from the draw down date, subject to renewal during the Availability Period by serving a written notice to the Lender A
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender A for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge A
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender A upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement A provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT B

Date of the Revolving Loan Agreement B	:	26 June 2019
Lender B	:	Beijing Jinlu
Borrower	:	the Borrower A
Facility amount	:	up to RMB3.0 million (equivalent to approximately HK\$3.4 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement B (the "Availability Period")
Loan period	:	6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender B
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender B for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge B
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender B upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement B provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT C

Date of the Revolving Loan Agreement C	:	26 June 2019
Lender C	:	Beijing Jinshou
Borrower	:	the Borrower A
Facility amount	:	up to RMB3.5 million (equivalent to approximately HK\$4.0 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement C (the "Availability Period")
Loan period	:	6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender C
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender C for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge C
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender C upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement C provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT D

Date of the Revolving Loan Agreement D	:	26 June 2019
Lender C	:	Beijing Jinshou
Borrower	:	the Borrower B
Facility amount	:	up to RMB2.0 million (equivalent to approximately HK\$2.3 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement D (the "Availability Period")
Loan period	:	6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender C
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender C for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge D
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender C upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement D provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT E

- Date of the Revolving Loan Agreement E : 26 June 2019
- Lender D : Beijing Jinfu
- Borrower : the Borrower C
- Facility amount : up to RMB3.5 million (equivalent to approximately HK\$4.0 million)
- Interest rate : 0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
- Composite administrative fee : 1.4% per month and payable in advance on a monthly basis
- Availability period : 12 months from the date of the Revolving Loan Agreement E (the “Availability Period”)
- Loan period : 6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender D
- Expected draw down : the Borrower may, depending on its own funding requirements, serve a written notice to the Lender D for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
- Security : A charge over the inventory of the Borrower C with aggregate amount of approximately RMB5.2 million (equivalent to approximately HK\$5.9 million)
- Repayment : The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender D upon occurrence of an event of default, whichever is earlier
- Re-borrowing : The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement E provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT F

Date of the Revolving Loan Agreement F	:	26 June 2019
Lender D	:	Beijing Jinfu
Borrower	:	the Borrower D
Facility amount	:	up to RMB2.5 million (equivalent to approximately HK\$2.8 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement F (the "Availability Period")
Loan period	:	6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender D
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender D for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge E
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender D upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement F provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT G

Date of the Revolving Loan Agreement G	:	26 June 2019
Lender B	:	Beijing Jinlu
Borrower	:	the Borrower D
Facility amount	:	up to RMB3.5 million (equivalent to approximately HK\$4.0 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement G (the "Availability Period")
Loan period	:	6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender B
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender B for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge F
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender B upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement G provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

THE REVOLVING LOAN AGREEMENT H

Date of the Revolving Loan Agreement H	:	26 June 2019
Lender C	:	Beijing Jinshou
Borrower	:	the Borrower D
Facility amount	:	up to RMB4.0 million (equivalent to approximately HK\$4.5 million)
Interest rate	:	0.1% per month (on a 30-day month basis) and payable in arrears on a monthly basis
Composite administrative fee	:	1.4% per month and payable in advance on a monthly basis
Availability period	:	12 months from the date of the Revolving Loan Agreement H (the "Availability Period")
Loan period	:	6 months from the draw down date subject to renewal during the Availability Period by serving a written notice to the Lender C
Expected draw down	:	the Borrower may, depending on its own funding requirements, serve a written notice to the Lender C for the desired amount of the first draw down, and subsequent draw downs may be requested by the Borrower from time to time during the Availability Period, provided that the aggregate draw downs do not exceed the facility amount
Security	:	Share Charge G
Repayment	:	The Borrower shall repay the interests and composite administrative fee on a monthly basis and repay the facility amount at the end of the loan period or on demand by the Lender C upon occurrence of an event of default, whichever is earlier
Re-borrowing	:	The Borrower may during the Availability Period re-borrow in whole or in part the loan in accordance with the terms and conditions of Revolving Loan Agreement H provided that, among others, the total aggregate amount borrowed and re-borrowed do not exceed the facility amount

INFORMATION OF THE BORROWERS

Borrower A, Borrower B and Borrower D are individuals.

Borrower C is a company established in the PRC with limited liability and its principal business activities, among others, include sales of motor vehicles and motor vehicle parts, leasing of motor vehicles, provision of motor vehicle maintenance services and provision of consultancy services.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Borrowers and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the securities are not charged to any other parties other than being charged to the Lenders.

SOURCE OF FUNDING

The loans are financed by the Group's internal resources.

INFORMATION ON THE GROUP AND THE LENDERS

The Group is principally engaged in short-term financing services in the PRC and Hong Kong.

The Lenders are limited liability companies established in the PRC and indirect wholly-owned subsidiaries of the Company held through certain structured agreements. The Lenders are principally engaged in provision of pawn loan services in Beijing, the PRC.

REASONS FOR, AND BENEFITS OF, ENTERING INTO THE TRANSACTIONS

Since provision of short-term financing services in the PRC is one of the principal activities of the Group, the Transactions are in the ordinary and usual course of business of the Group.

The terms of the Revolving Loan Agreements (including the facility amount, the interest rate, the composite administrative fee rate and the loan period) were negotiated on an arm's length basis between the Lenders and the Borrowers after assessing, among others, (i) the financing needs requested by the Borrowers; and (ii) the quality and estimated value of the security provided.

In addition, taking into account that the Group has undertaken appropriate approval procedures before entering into the Revolving Loan Agreements and interest income and composite administrative fee income are expected to be generated, the Directors consider that the terms of the Transactions are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE GEM LISTING RULES

The Directors consider that the Revolving Loan Agreements were entered into on normal commercial terms and in the ordinary and usual course of business of the Group. As certain applicable percentage ratios for the Transaction A and the Previous Loan A, the Previous Loan B and the Previous Loan C in aggregate were more than 5% but less than 25% under Rule 19.07 of the GEM Listing Rules, the Transaction A and the Previous Loan A, the Previous Loan B and the Previous Loan C constitute a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules. As certain applicable percentage ratios for the Transaction B and the Previous Loan D in aggregate were more than 5% but less than 25% under Rule 19.07 of the GEM Listing Rules, Transaction B and the Previous Loan D constitute a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules.

DEFINITIONS

In this announcement, the following terms shall have the meanings set out below unless the context requires otherwise:

“Beijing Jinfu”	北京市金福典當有限責任公司(Beijing City Jinfu Pawning Company Limited*), an indirect wholly-owned subsidiary of the Company held through certain structured agreements
“Beijing Jinlu”	北京金祿典當有限責任公司(Beijing Jinlu Pawning Company Limited*), an indirect wholly-owned subsidiary of the Company held through certain structured agreements
“Beijing Jinshou”	北京市金壽典當有限責任公司(Beijing City Jinshou Pawning Company Limited*), an indirect wholly-owned subsidiary of the Company held through certain structured agreements
“Beijing Jinxi”	北京市金禧典當有限責任公司(Beijing City Jinxi Pawning Company Limited*), an indirect wholly-owned subsidiary of the Company held through certain structured agreements
“Board”	the board of Directors

“Borrower A”	the borrower under the Revolving Loan Agreement A, the Revolving Loan Agreement B and the Revolving Loan Agreement C, being an individual
“Borrower B”	the borrower under the Revolving Loan Agreement D, being an individual
“Borrower C”	the borrower under the Revolving Loan Agreement E and the Previous Loan C, being a company established in the PRC with limited liability which is owned as to 60% by the Borrower A
“Borrower D”	the borrower under the Revolving Loan Agreement F, the Revolving Loan Agreement G and the Revolving Loan Agreement H, being an individual
“Borrower E”	the borrower under the Previous Loan B, being a company established in the PRC with limited liability which is owned as to 30% by the Borrower A
“Borrower F”	the borrower under the Previous Loan A, being a company established in the PRC with limited liability which is owned as to 80% by the Borrower A and 20% by the Borrower B
“Borrower G”	the borrower under the Previous Loan D, being a company established in the PRC with limited liability which is wholly-owned by the Borrower D
“Borrowers”	Borrower A, Borrower B, Borrower C and Borrower D
“Company”	Capital Finance Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the issued shares of which are listed on GEM
“Director(s)”	the director(s) of the Company
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the GEM

“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Lender A”	Beijing Jinxi
“Lender B”	Beijing Jinlu
“Lender C”	Beijing Jinshou
“Lender D”	Beijing Jinfu
“Lenders”	Lender A, Lender B, Lender C and Lender D
“PRC”	the People’s Republic of China, for the purpose of this announcement excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
“PRC Company”	a company established in the PRC with limited liability
“Previous Loan A”	an amount of RMB9.0 million of loan previously granted to the Borrower F, in the preceding 12-month period before the date of this announcement, which was subsequently repaid in full
“Previous Loan B”	an amount of RMB3.0 million of loan previously granted to the Borrower E, in the preceding 12-month period before the date of this announcement, which remains outstanding as at the date of this announcement
“Previous Loan C”	an amount of RMB5.0 million of loan previously granted to the Borrower C, in the preceding 12-month period before the date of this announcement, which was subsequently repaid in full
“Previous Loan D”	an amount of RMB9.0 million of loan previously granted to the Borrower G, in the preceding 12-month period before the date of this announcement, which was subsequently repaid in full

“Revolving Loan Agreement A”	the revolving loan agreement dated 26 June 2019 entered into between Lender A and the Borrower A. In relation to the secured loan with the facility amount of not more than RMB1.5 million (equivalent to approximately HK\$1.7 million) conditionally agreed to be granted by Beijing Jinxi to the Borrower A
“Revolving Loan Agreement B”	the revolving loan agreement dated 26 June 2019 entered into between Lender B and the Borrower A. In relation to the secured loan with the facility amount of not more than RMB3.0 million (equivalent to approximately HK\$3.4 million) conditionally agreed to be granted by Beijing Jinlu to the Borrower A
“Revolving Loan Agreement C”	the revolving loan agreement dated 26 June 2019 entered into between Lender C and the Borrower A. In relation to the secured loan with the facility amount of not more than RMB3.5 million (equivalent to approximately HK\$4.0 million) conditionally agreed to be granted by Beijing Jinshou to the Borrower A
“Revolving Loan Agreement D”	the revolving loan agreement dated 26 June 2019 entered into between Lender C and the Borrower B. In relation to the secured loan with the facility amount of not more than RMB2.0 million (equivalent to approximately HK\$2.3 million) conditionally agreed to be granted by Beijing Jinshou to the Borrower B
“Revolving Loan Agreement E”	the revolving loan agreement dated 26 June 2019 entered into between Lender D and the Borrower C. In relation to the secured loan with the facility amount of not more than RMB3.5 million (equivalent to approximately HK\$4.0 million) conditionally agreed to be granted by Beijing Jinfu to the Borrower C

“Revolving Loan Agreement F”	the revolving loan agreement dated 26 June 2019 entered into between Lender D and the Borrower D. In relation to the secured loan with the facility amount of not more than RMB2.5 million (equivalent to approximately HK\$2.8 million) conditionally agreed to be granted by Beijing Jinfu to the Borrower D
“Revolving Loan Agreement G”	the revolving loan agreement dated 26 June 2019 entered into between Lender B and the Borrower D. In relation to the secured loan with the facility amount of not more than RMB3.5 million (equivalent to approximately HK\$4.0 million) conditionally agreed to be granted by Beijing Jinlu to the Borrower D
“Revolving Loan Agreement H”	the revolving loan agreement dated 26 June 2019 entered into between Lender C and the Borrower D. In relation to the secured loan with the facility amount of not more than RMB4.0 million (equivalent to approximately HK\$4.5 million) conditionally agreed to be granted by Beijing Jinshou to the Borrower D
“Revolving Loan Agreements”	Revolving Loan Agreement A, Revolving Loan Agreement B, Revolving Loan Agreement C, Revolving Loan Agreement D, Revolving Loan Agreement E, Revolving Loan Agreement F, Revolving Loan Agreement G and Revolving Loan Agreement H
“Share Charge A”	a share charge dated 26 June 2019 and executed by the Borrower A in favour of Lender A over the 15% equity interests in the Borrower F to secure the obligations of the Borrower A under the Revolving Loan Agreement A
“Share Charge B”	a share charge dated 26 June 2019 and executed by the Borrower A in favour of Lender B over the 30% equity interests in the Borrower F to secure the obligations of the Borrower A under the Revolving Loan Agreement B

“Share Charge C”	a share charge dated 26 June 2019 and executed by the Borrower A in favour of Lender C over the 35% equity interests in the Borrower F to secure the obligations of the Borrower A under the Revolving Loan Agreement C
“Share Charge D”	a share charge dated 26 June 2019 and executed by the Borrower B in favour of Lender C over the 20% equity interests in the Borrower F to secure the obligations of the Borrower B under the Revolving Loan Agreement D
“Share Charge E”	a share charge dated 26 June 2019 and executed by the Borrower D in favour of Lender D over the 25% equity interests in the Borrower G to secure the obligations of the Borrower D under the Revolving Loan Agreement F
“Share Charge F”	a share charge dated 26 June 2019 and executed by the Borrower D in favour of Lender B over the 35% equity interests in the Borrower G to secure the obligations of the Borrower D under the Revolving Loan Agreement G
“Share Charge G”	a share charge dated 26 June 2019 and executed by the Borrower D in favour of Lender C over the 40% equity interests in the Borrower G to secure the obligations of the Borrower D under the Revolving Loan Agreement H
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transaction A”	the provision of the financial assistance to Borrower A, Borrower B and Borrower C pursuant to the Revolving Loan Agreement A, the Revolving Loan Agreement B, the Revolving Loan Agreement C, the Revolving Loan Agreement D and the Revolving Loan Agreement E

“Transaction B”	the provision of the financial assistance to Borrower D pursuant to the Revolving Loan Agreement F, the Revolving Loan Agreement G and the Revolving Loan Agreement H
“Transactions”	Transaction A and Transaction B
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“%”	Per cent

By order of the Board of
Capital Finance Holdings Limited
Zhang Wei
Chairman and Executive Director

Hong Kong, 26 June 2019

In this announcement, translation of RMB into HK\$ is based on the exchange rate of RMB1:HK\$1.135. No representation is made that any amounts in RMB and HK\$ can be or could have been converted at the above exchange rate or any other rates.

As at the date of this announcement, the executive Directors are Mr. Zhang Wei and Mr. Yang Bo, the non-executive Director is Mr. Zang Wei and the independent non-executive Directors are Mr. Chen Yihua, Mr. Du Hui, and Dr. Wong Wing Kuen, Albert.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the GEM website on the “Latest Company Announcements” page for at least seven days from the date of its posting and on the Company’s website at <http://www.capitalfinance.hk>.

* For identification purposes only