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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 – FINANCE LEASE ARRANGEMENT

On 27 December 2018, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Finance Lease Agreement 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 one (1) year.

As the highest percentage ratio (as defined under the Listing Rules) in respect of the Finance Lease Arrangement exceeds 5% but is less than 25%, the Finance Lease 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 27 December 2018, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Finance Lease Agreement with the Lessee, the major terms of which are set out below.

FINANCE LEASE AGREEMENT

Date

27 December 2018

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 trading of information and communication technology products, trading of medical equipment and provision of technology services and support.

Finance Lease Arrangement

Subject to the fulfilment of certain conditions as set out in the Finance Lease Agreement (including but not limited to the obtaining of all necessary approvals by the Lessee in relation to the Finance Lease Arrangement and the signing by the Guarantor and the coming into effect of the relevant guarantee agreement), Chengtong Financial Leasing will purchase the Facilities from the Lessee at the Purchase Price of RMB80 million (equivalent to HK\$91.20 million), and the Facilities will be leased back to the Lessee for a period of one (1) year ("**Lease Term**") from the date on which the Purchase Price is paid by Chengtong Financial Leasing.

If any of the conditions are not satisfied on or before 15 January 2019, Chengtong Financial Leasing shall have the right to unilaterally terminate the Finance Lease Agreement.

Purchase Price

The Purchase Price of RMB80 million (equivalent to HK\$91.20 million) was agreed between Chengtong Financial Leasing and the Lessee with reference to the original acquisition price paid by the Lessee for the Facilities in the amount of approximately RMB130 million (equivalent to approximately HK\$148.20 million). All the Facilities were recently acquired by the Lessee prior to the date of the Finance Lease Agreement.

The Purchase Price will be satisfied by the internal resources of the Group.

Lease payment

The total amount of lease payment over the Lease Term is RMB82.64 million (equivalent to approximately HK\$94.21 million) which shall be paid by the Lessee to Chengtong Financial Leasing in four (4) quarterly instalments in the amount of RMB41.60 million, RMB32.80 million, RMB4.16 million and RMB4.08 million respectively during the Lease Term.

Beginning from the sixth month from the commencement date of the Lease Term, the Lessee may early repay the entire outstanding lease payment in full upon obtaining written consent from Chengtong Financial Leasing.

The lease payment 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 a fixed return rate of 8% per annum which is determined based on the current market situation.

Lessee's right to repurchase the Facilities

Upon the expiry of the Lease Term, subject to the Lessee having paid all the lease payment and any other payables (if any) to Chengtong Financial Leasing in accordance with the terms of the Finance Lease Agreement, the Lessee shall have the right to repurchase the Facilities at a nominal consideration of RMB1.

Guarantee

The Guarantor, which is a company established in the PRC principally engaged in software design and development, provision of services relating to system integration and computer system, has provided a guarantee in favour of Chengtong Financial Leasing for all amounts payable by the Lessee under the Finance Lease Agreement, including but not limited to the lease payment and other payables. The guarantee is irrevocable and continuing in nature.

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

REASONS FOR AND BENEFITS OF THE FINANCE LEASE ARRANGEMENT

The Group is principally engaged in property investment, property development, finance leasing, bulk commodity trade (including trading of coal, steel and non-ferrous metals) and hotel and marine travelling services.

The entering into of the Finance Lease 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 RMB2.64 million (equivalent to approximately HK\$3.01 million), being the difference between the total lease payment under the Finance Lease Arrangement and the Purchase Price to be paid by Chengtong Financial Leasing for the Facilities.

The Directors are of the view that the terms of the Finance Lease 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 percentage ratio (as defined under the Listing Rules) in respect of the Finance Lease Arrangement exceeds 5% but is less than 25%, the Finance Lease 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 (中國誠通發展集團有限公司), a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Directors”	means the directors of the Company
“Facilities”	means certain telecommunication equipment and ancillary, replacement and/or additional equipment and facilities

“Finance Lease Agreement”	means the finance lease agreement dated 27 December 2018 and signed between Chengtong Financial Leasing and the Lessee in relation to the Finance Lease Arrangement
“Finance Lease Arrangement”	means the purchase of the Facilities by Chengtong Financial Leasing from the Lessee and the lease back of the Facilities to the Lessee pursuant to the terms of the Finance Lease Agreement
“Group”	means the Company and its subsidiaries as at the date of this announcement
“Guarantor”	means 中建材信雲智聯科技有限公司 (unofficial English translation being Zhong Jian Cai Xin Yun Zhi Lian Technology Co. Ltd.), a company 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
“Lessee”	means 中建材信息技術股份有限公司 (unofficial English translation being Zhong Jian Cai Information Technology Co. Ltd.), a company 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 and, 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 Facilities from the Lessee
“RMB”	means Renminbi, the lawful currency of the PRC

“Stock Exchange” means The Stock Exchange of Hong Kong Limited

“%” means per cent.

In this announcement, amounts quoted in RMB have been converted into HK\$ at the rate of RMB1.00 to HK\$1.14. 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
Acting Chairman and Managing Director

Hong Kong, 27 December 2018

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