

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**CHINA BEST GROUP HOLDING LIMITED**  
**國華集團控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 370)**

**MAJOR TRANSACTION –  
LOAN AGREEMENTS AND FINANCE LEASE AGREEMENTS**

On 2 November 2015, China Best Finance and Rongjinda Finance, which are indirect wholly-owned subsidiaries of the Company, entered into the Loan Agreements and the Finance Lease Agreements with four Independent Third Parties respectively.

**LOAN AGREEMENTS**

On 2 November 2015, China Best Finance entered into the Loan Agreement 1 with Union Perfect, pursuant to which China Best Finance conditionally agreed to grant to Union Perfect the First Loan in the principal amount of HK\$150,000,000, bearing interest at a rate of 15% per annum for a term of 18 months.

On 2 November 2015, China Best Finance entered into the Loan Agreement 2 with Anli Holdings, pursuant to which China Best Finance conditionally agreed to grant to Anli Holdings the Second Loan in the principal amount of HK\$150,000,000, bearing interest at a rate of 8% per annum plus the Floating Rate for a term of 18 months.

\* For identification purpose only

## **FINANCE LEASE AGREEMENTS**

On 2 November 2015, Rongjinda Finance entered into the Finance Lease Agreement 1 with Dishangtie, pursuant to which Rongjinda Finance conditionally agreed to purchase the Leased Assets 1 from Dishangtie at a total consideration of RMB600,000,000 (equivalent to approximately HK\$732,000,000), which will be leased back to Dishangtie for a term of 36 months.

On 2 November 2015, Rongjinda Finance entered into the Finance Lease Agreement 2 with Huanggangbiaoqi, pursuant to which Rongjinda Finance conditionally agreed to purchase the Leased Assets 2 from Huanggangbiaoqi at a total consideration of RMB50,000,000 (equivalent to approximately HK\$61,000,000), which will be leased back to Huanggangbiaoqi for a term of 48 months.

## **LISTING RULES IMPLICATIONS**

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Loan Agreements and the Finance Lease Agreement 2 are more than 5% but less than 25%, the transactions contemplated thereunder constitute discloseable transactions for the Company.

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the transaction contemplated under the Finance Lease Agreement 1 are more than 25% but less than 100%, the transaction contemplated thereunder constitutes a major transaction for the Company.

As the Loan Agreements and the Finance Lease Agreements were all of the nature of financial assistance and entered into within a 12-month period, pursuant to Rule 14.22 of the Listing Rules, the Loan Agreements and the Finance Lease Agreements are required to be aggregated in the calculation of the relevant percentage ratios to determine the classification of notifiable transactions for the purpose of the Listing Rules.

One of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Loan Agreements and the Finance Lease Agreements, when aggregated under Rule 14.22 of the Listing Rules, is more than 100%. As the transactions contemplated under the Loan Agreements and the Finance Lease Agreements do not involve disposal or acquisition of assets, even if one of the applicable percentage ratios is more than 100%, the transactions shall only constitute a major transaction for the Company pursuant to Chapter 14 of the Listing Rules and are subject to the notification, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

A SGM will be held to consider and, if thought fit, pass the ordinary resolution(s) to approve, among other things, the Loan Agreements, the Finance Lease Agreements and the transactions contemplated thereunder. As no Shareholder has material interest in the Loan Agreements and the Finance Lease Agreements, no Shareholder is required to abstain from voting at the SGM in respect of the Loan Agreements, the Finance Lease Agreements and the transactions contemplated thereunder.

A circular containing, among other things, further details of the Loan Agreements, the Finance Lease Agreements and a notice of the SGM, will be dispatched to the Shareholders. The Company expects that the circular will be dispatched on or before 23 November 2015.

On 2 November 2015, China Best Finance and Rongjinda Finance, which are indirect wholly-owned subsidiaries of the Company, entered into the Loan Agreements and the Finance Lease Agreements with four Independent Third Parties respectively.

## **LOAN AGREEMENT 1**

The principal terms of the Loan Agreement 1 are summarised as follows:

Date:	2 November 2015
Lender:	China Best Finance
Borrower:	Union Perfect

Guarantor: Mr. Jian, the ultimate beneficial owner of Union Perfect.

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

Principal amount: HK\$150,000,000.

Conditions precedent: The provision of the First Loan by China Best Finance is conditional upon:

- (1) completion of the Subscription Agreement;
- (2) the Loan Agreement 1 and the transactions contemplated thereunder being approved by the Company's board of directors' meeting and/or shareholders' meeting in accordance with the Listing Rules (if necessary); and
- (3) completion of the capital injection or provision of shareholder's loan by the Group to China Best Finance of not less than HK\$300,000,000.

Condition (1) above is waivable at the absolute discretion of China Best Finance.

Purpose of the First Loan: Union Perfect shall use the loan proceeds for general business operations of Union Perfect.

Maturity date: 18 months after drawdown.

Repayment: Union Perfect shall repay the outstanding amount of the First Loan in full and the unpaid interest accrued thereon 18 months after drawdown or on demand by China Best Finance upon occurrence of an event of default (as defined in the Loan Agreement 1), whichever occurs first.

Early repayment: Each of China Best Finance and Union Perfect may request early repayment of part or all of the First Loan after 12 months after drawdown provided that 30 days' written notice is given to the other party.

Interest: Interest shall accrue at the rate of 15% per annum payable semi-annually.

Security: The First Loan is secured by a share charge to be provided by Union Perfect and World Radiance respectively in favour of China Best Finance in respect of certain shares of a company whose shares are listed on the growth enterprise market board of the Stock Exchange.

The First Loan is intended to be funded by the net proceeds from the allotment and issue of Shares pursuant to the Subscription Agreement and/or the then financial resources available to the Group.

The terms of the Loan Agreement 1 (including the interest rate) have been arrived at by China Best Finance and Union Perfect after arm's length negotiation, having regard to the commercial practice and the amount of the First Loan. The Directors consider that the terms of the Loan Agreement 1 are on normal commercial terms and are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

## **LOAN AGREEMENT 2**

The principal terms of the Loan Agreement 2 are summarised as follows:

Date: 2 November 2015

Lender: China Best Finance

Borrower: Anli Holdings

Guarantor: Mr. Wong (as at the date of this announcement, Mr. Wong holds 50% of the issued share capital of Anli Holdings. Following the Restructuring, Anli Holdings will be held as to 100% by Mr. Wong)

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

Principal amount: HK\$150,000,000

Conditions precedent: The provision of the Second Loan by China Best Finance is conditional upon:

- (1) completion of the Subscription Agreement;
- (2) the Loan Agreement 2 and the transactions contemplated thereunder being approved by the Company's board of directors' meeting and/or shareholders' meeting in accordance with the Listing Rules (if necessary); and
- (3) completion of the capital injection or provision of shareholder's loan by the Group to China Best Finance of not less than HK\$300,000,000.

Condition (1) above is waivable at the absolute discretion of China Best Finance.

Purpose of the Second Loan: Anli Holdings shall use the loan proceeds for the purposes of developing the margin business of Anli Securities.

Maturity date: 18 months after drawdown.

Repayment: Anli Holdings shall repay the outstanding amount of the Second Loan in full and the unpaid interest accrued thereon 18 months after drawdown or on demand by China Best Finance upon occurrence of an event of default (as defined in the Loan Agreement 2), whichever occurs first.

Early repayment: Each of China Best Finance and Anli Holdings may request early repayment of part or all of the Second Loan after drawdown provided that 90 days' written notice is given to the other party.

Interest: Interest shall accrue at the aggregate of (i) the fixed rate of 8% per annum payable semi-annually and (ii) the Floating Rate (as defined below) payable at the maturity date or the date of repayment of the principal amount in full. The floating rate applies when Anli Securities provides a loan to third parties at a rate of more than 8% per annum (the difference in excess of 8% being the "Excess"). In this case China Best Finance is entitled to additional interest at the rate of 30% of the Excess (the "**Floating Rate**").

Security: The Second Loan is secured by a share charge to be provided by Mr. Wong in favour of China Best Finance in respect of the entire issued share capital of Anli Holdings (following the Restructuring).

Call option: Mr. Wong will enter into an option agreement with China Best Finance pursuant to which Mr. Wong will grant an option to China Best Finance entitling China Best Finance or a company within the Group designated by the Company to have the right (but not the obligation) to purchase not less than 60% of the issued shares of Anli Holdings for a consideration of not more than HK\$60,000,000 on the basis of the entire issued share capital of Anli Holdings within six months of the drawdown date of the Second Loan.

The Second Loan is intended to be funded by the net proceeds from the allotment and issue of Shares pursuant to the Subscription Agreement and/or the then financial resources available to the Group.

The terms of the Loan Agreement 2 (including the interest rate) have been arrived at by China Best Finance and Anli Holdings after arm's length negotiation, having regard to the commercial practice and the amount of the Second Loan. The Directors consider that the terms of the Loan Agreement 2 are on normal commercial terms and are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

## **FINANCE LEASE AGREEMENT 1**

The principal terms of the Finance Lease Agreement 1 are summarized as follows:

Date: 2 November 2015

Purchaser/Lessor: Rongjinda Finance

Vendor/Lessee: Dishangtie

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

The Finance Lease Agreement 1 comprised (i) the sale and purchase of the Leased Assets 1 and (ii) the lease back of the Leased Assets 1 to Dishangtie, details of which are set out below.

### **Sale and purchase arrangement**

Pursuant to the Finance Lease Agreement 1, Rongjinda Finance conditionally agreed to purchase the Leased Assets 1 from Dishangtie as specified in the Finance Lease Agreement 1 for a total consideration of RMB600,000,000 (equivalent to approximately HK\$732,000,000) payable by instalments corresponding to the relevant batch of the Leased Assets 1. The first instalment of the consideration will be paid on the tenth business day after the conditions precedent set out in the Finance Lease Agreement 1 are satisfied (or waived by Rongjinda Finance), and subject to Dishangtie complying with its obligations under the Finance Lease Agreement 1 in full, the last instalment of the consideration will be paid no later than 30 June 2016. In paying the consideration for the relevant batch of the Leased Assets 1, Rongjinda Finance is entitled to set off the consideration against the outstanding amounts payable by Dishangtie under the Finance Lease Agreement 1 (see the paragraph headed "Lease payments" below).



The consideration in respect of the sale and purchase of the Leased Assets 1 was determined after arm's length negotiations between Rongjinda Finance and Dishangtie by reference to the carrying values and/or prevailing market price of the Leased Assets 1.

The consideration for the Leased Assets 1 is intended to be funded by the net proceeds from the allotment and issue of Shares pursuant to the Subscription Agreement and/or the then financial resources available to the Group.

### **Conditions precedent**

The conditions precedent for the payment of the consideration for the Leased Assets 1 include:

1. Rongjinda Finance having obtained all relevant regulatory approval for the Finance Lease Agreement 1;
2. the Finance Lease Agreement 1 and the transactions contemplated thereunder being approved by the Company at board and/or shareholders' meetings in accordance with applicable laws, rules and regulations (if necessary);
3. Rongjinda Finance having obtained capital injection or loan from the Company or its subsidiaries of not less than RMB650,000,000 (equivalent to approximately HK\$793,000,000);
4. completion of the Subscription Agreement; and
5. Rongjinda Finance having received from Dishangtie the relevant documents and information including the executed Finance Lease Agreement 1 and the guarantee (if any) or other legal documents related thereto, documents evidencing registration of guarantee (if applicable), documents proving title to the relevant assets, insurance-related documents, acknowledgment receipt of leased assets, payment details and tax invoices and the relevant handling fees and deposit.

Conditions (4) and (5) above are waivable at the absolute discretion of Rongjinda Finance.

### **Lease back arrangement**

Pursuant to the Finance Lease Agreement 1, Rongjinda Finance agreed to lease the relevant batch of the Leased Assets 1 back to Dishangtie for a term of 36 months, commencing on the date of payment of the consideration for the relevant batch of the Leased Assets 1.

## **Lease payments**

Pursuant to the Finance Lease Agreement 1, the lease payments payable by Dishangtie to Rongjinda Finance shall be approximately RMB657,126,000 (equivalent to approximately HK\$801,694,000), being the principal lease cost of RMB600,000,000 (equivalent to approximately HK\$732,000,000) plus the aggregate interest (after tax) of approximately RMB57,126,000 (equivalent to approximately HK\$69,694,000), which shall be payable in twelve quarterly installments.

In addition, Dishangtie will pay an annual handling fee in an amount equal to 2.5% per annum of the lease payment in respect of the relevant batch of the Leased Assets 1. Dishangtie will also pay a deposit in the amount of 6% of the consideration for the relevant batch of the Leased Assets 1 at the start of the lease period.

The lease payments, the handling fee and the deposit were determined after arm's length negotiations between Rongjinda Finance and Dishangtie by reference to the principal amounts of the lease and the prevailing market interest rate, handling fee and deposit amount for finance leases of comparable motor vehicles.

## **Ownership of the Leased Assets 1**

The ownership of the Leased Assets 1 under the Finance Lease Agreement 1 will be vested in Rongjinda Finance throughout the lease period. At the end of the lease period and subject to payment by Dishangtie of all amounts due under the Finance Lease Agreement 1, the ownership of the Leased Assets 1 will be vested in Dishangtie.

## **Guarantee**

Pursuant to the Finance Lease Agreement 1, at the request of Rongjinda Finance, Dishangtie shall, at its own expenses, ensure that measures satisfactory to Rongjinda Finance are in place to secure the obligations of Dishangtie under the Finance Lease Agreement 1 in favour of Rongjinda Finance including without limitation the execution of a guarantee by a guarantor procured by Dishangtie in favour of Rongjinda Finance.

## **FINANCE LEASE AGREEMENT 2**

The principal terms of the Finance Lease Agreement 2 are summarized as follows:

Date:	2 November 2015
Purchaser/Lessor:	Rongjinda Finance
Vendor/Lessee:	Huanggangbiaoqi

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

The Finance Lease Agreement 2 comprised (i) the sale and purchase of the Leased Assets 2 and (ii) the lease back of the Leased Assets 2 to Huanggangbiaoqi, details of which are set out below.

### **Sale and purchase arrangement**

Pursuant to the Finance Lease Agreement 2, Rongjinda Finance conditionally agreed to purchase the Leased Assets 2 from Huanggangbiaoqi as specified in the Finance Lease Agreement 2 for a total consideration of RMB50,000,000 (equivalent to approximately HK\$61,000,000) payable by instalments corresponding to the relevant batch of the Leased Assets 2. The first instalment of the consideration will be paid on the tenth business day after the conditions precedent set out in the Finance Lease Agreement 2 are satisfied (or waived by Rongjinda Finance), and subject to Huanggangbiaoqi complying with its obligations under the Finance Lease Agreement 2 in full, the last instalment of the consideration will be paid no later than 30 June 2016. In paying the consideration for the relevant batch of the Leased Assets 2, Rongjinda Finance is entitled to set off the consideration against the outstanding amounts payable by Huanggangbiaoqi under the Finance Lease Agreement 2 (see the paragraph headed "Lease payments" below).

The consideration in respect of the sale and purchase of the Leased Assets 2 was determined after arm's length negotiations between Rongjinda Finance and Huanggangbiaoqi by reference to the carrying values and/or prevailing market price of the Leased Assets 2.

The consideration for the Leased Assets 2 is intended to be funded by the net proceeds from the allotment and issue of Shares pursuant to the Subscription Agreement and/or the then financial resources available to the Group.

### **Conditions precedent**

The conditions precedent for the payment of the consideration for the Leased Assets 2 include:

1. Rongjinda Finance having obtained all relevant regulatory approval for the Finance Lease Agreement 2;
2. the Finance Lease Agreement 2 and the transactions contemplated thereunder being approved by the Company at board and/or shareholders' meetings in accordance with applicable laws, rules and regulations (if necessary);
3. Rongjinda Finance having obtained capital injection or loan from the Company or its subsidiaries of not less than RMB650,000,000 (equivalent to approximately HK\$793,000,000);
4. completion of the Subscription Agreement; and
5. Rongjinda Finance having received from Huanggangbiaoqi the relevant documents and information including the executed Finance Lease Agreement 2 and the guarantee (if any) or other legal documents related thereto, documents evidencing registration of guarantee (if applicable), documents proving title to the relevant assets, insurance-related documents, acknowledgment receipt of leased assets, payment details and tax invoices and the relevant handling fees and deposit.

Conditions (4) and (5) above are waivable at the absolute discretion of Rongjinda Finance.

### **Lease back arrangement**

Pursuant to the Finance Lease Agreement 2, Rongjinda Finance agreed to lease the Leased Assets 2 back to Huanggangbiaoqi for a term of 48 months, commencing on the date of payment of the consideration for the relevant batch of the Leased Assets 2.

## **Lease payments**

Pursuant to the Finance Lease Agreement 2, the lease payments payable by Huanggangbiaoqi to Rongjinda Finance shall be approximately RMB58,311,000 (equivalent to approximately HK\$71,139,000), being the principal lease cost of RMB50,000,000 (equivalent to approximately HK\$61,000,000) plus the aggregate interest (after tax) of approximately RMB8,311,000 (equivalent to approximately HK\$10,139,000), which shall be payable in 48 monthly installments.

In addition, Huanggangbiaoqi will pay a one-off handling fee (after tax) in an amount of RMB3,419,000 (equivalent to approximately HK\$4,171,000), being equal to 2% per annum of the lease payment for the Leased Assets 2. Huanggangbiaoqi will also pay a deposit in the amount of 6% of the consideration for the relevant batch of the Leased Assets 2 at the start of the lease period.

The lease payments, the handling fee and the deposit were determined after arm's length negotiations between Rongjinda Finance and Huanggangbiaoqi by reference to the principal amounts of the lease and the prevailing market interest rate, handling fee and deposit amount for finance leases of comparable motor vehicles and car parts.

## **Ownership of the Leased Assets 2**

The ownership of the Leased Assets 2 under the Finance Lease Agreement 2 will be vested in Rongjinda Finance throughout the lease period. At the end of the lease period and subject to payment by Huanggangbiaoqi of all amounts due under the Finance Lease Agreement 2, the ownership of the Leased Assets 2 will be vested in Huanggangbiaoqi.

## **Guarantee**

Pursuant to the Finance Lease Agreement 2, Ms. Chen Ying, the sole beneficial owner of Huanggangbiaoqi, and Mr. Fan Guanjie, the spouse of Ms. Chen Ying, who are (to the best of the Directors' knowledge, information and belief, after having made all reasonable enquiries) all Independent Third Parties, shall act as guarantors in favour of Rongjinda Finance to secure the obligations of Huanggangbiaoqi under the Finance Lease Agreement 2.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN AGREEMENTS AND FINANCE LEASE AGREEMENTS**

China Best Finance is an indirect wholly-owned subsidiary of the Company and a money lender licensed in Hong Kong under the Money Lenders Ordinance. The Loan Agreements are conducted in the ordinary and usual course of business of the Group which will provide interest income of approximately HK\$51,750,000 to the Group.

Rongjinda Finance is an indirect wholly-owned subsidiary of the Company and is principally engaged in finance leasing business in the PRC. The entering into of the Finance Lease Agreements is part of the ordinary and usual course of business of Rongjinda Finance which will enable Rongjinda Finance to earn an aggregate income (after tax) of approximately RMB107,318,000 (equivalent to approximately HK\$130,928,000), being the aggregate of (i) interest (after tax) on the Finance Lease Agreements of approximately RMB65,437,000 (equivalent to approximately HK\$79,833,000); and (ii) handling fee (after tax) derived from the Finance Lease Agreements of approximately RMB41,881,000 (equivalent to approximately HK\$51,095,000).

The Directors believe that the terms of each of the Loan Agreements and the Finance Lease Agreements are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **INFORMATION ON THE GROUP**

The Group was principally engaged in the manufacture and sales of coal, international air and sea freight forwarding and the provision of logistics services as well as trading of securities and trading of fuel oil, electronic devices and other commodities and commenced the finance leasing business in July 2015.

## **INFORMATION ON THE BORROWERS**

Union Perfect is a company incorporated in the British Virgin Islands with limited liability and is principally engaged in investments in listed companies in Hong Kong.

Anli Holdings is an investment holding company incorporated in Hong Kong with limited liability and its main subsidiary, Anli Securities, is principally engaged in securities trading and brokerage business in Hong Kong.

## **INFORMATION ON THE LESSEES**

Dishangtie is a company incorporated under the laws of the PRC and is principally engaged in operating lease of motor vehicles to transportation and logistics companies in the PRC. In line with the policy direction of the PRC government relating to fields of energy conservation, environmental protection and new energy, Dishangtie aims at developing and promoting application of new energy vehicles in Shenzhen in short-medium term and expanding its operation to the South China region in long run. It has established strategic cooperation relationship with 深圳東風汽車有限公司 (Shenzhen Dongfeng Automobile Co., Ltd.\*)、順豐速運(Shun Fung Express\*)、中國郵政 (China Post\*)、中通快遞 (ZTO Express\*) and other renowned business partners.

Huanggangbiaoqi is a company incorporated under the laws of the PRC and is principally engaged in operating lease of motor vehicles to transportation and logistics companies in the PRC.

## **LISTING RULES IMPLICATIONS**

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Loan Agreements and the Finance Lease Agreement 2 are more than 5% but less than 25%, the transactions contemplated thereunder constitute discloseable transactions for the Company.

As the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Finance Lease Agreement 1 are more than 25% but less than 100%, the transaction contemplated thereunder constitutes a major transaction for the Company.

As the Loan Agreements and the Finance Lease Agreements were all of the nature of financial assistance and entered into within a 12-month period, pursuant to Rule 14.22 of the Listing Rules, the Loan Agreements and the Finance Lease Agreements are required to be aggregated in the calculation of the relevant percentage ratios to determine the classification of notifiable transactions for the purpose of the Listing Rules.

One of the applicable percentage ratios calculated under Rule 14.07 of the Listing Rules in respect of the transactions contemplated under the Loan Agreements and the Finance Lease Agreements, when aggregated under Rule 14.22 of the Listing Rules, is more than 100%. As the transactions contemplated under the Loan Agreements and Finance Lease Agreements do not involve disposal or acquisition of assets, even if one of the applicable percentage ratios is more than 100%, the transactions shall only constitute a major transaction for the Company pursuant to Chapter 14 of the Listing Rules and are subject to the notification, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

A SGM will be held to consider and, if thought fit, pass the ordinary resolution(s) to approve, among other things, the Loan Agreements, the Finance Lease Agreements and the transactions contemplated thereunder. As no Shareholder has material interest in the Loan Agreements and the Finance Lease Agreements, no Shareholder is required to abstain from voting at the SGM in respect of the Loan Agreements, the Finance Lease Agreements and the transactions contemplated thereunder.

A circular containing, among other things, further details of the Loan Agreements, the Finance Lease Agreements and a notice of the SGM, will be dispatched to the Shareholders. The Company expects that the circular will be dispatched on or before 23 November 2015.

## **DEFINITIONS**

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise.

“Anli Holdings”	Anli Holdings Limited, a company incorporated in Hong Kong with limited liability
“Anli Securities”	Anli Securities Limited, a company incorporated in Hong Kong with limited liability, a wholly-owned subsidiary of Anli Holdings as at the date of this announcement
“Board”	the board of Directors



“China Best Finance”	China Best Finance Limited, an indirect wholly-owned subsidiary of the Company and a licensed money lender in Hong Kong under the Money Lenders Ordinance
“Company”	China Best Group Holding Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange
“connected person”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	directors of the Company
“Dishangtie”	地上鐵租車(深圳)有限公司 (Dishangtie Zuche (Shenzhen) Company Limited)*, a company incorporated under the laws of the PRC
“Finance Lease Agreement 1”	the finance lease agreement entered into between Rongjinda Finance and Dishangtie dated 2 November 2015
“Finance Lease Agreement 2”	the finance lease agreement entered into between Rongjinda Finance and Huanggangbiaoqi dated 2 November 2015
“Finance Lease Agreements”	the Finance Lease Agreement 1 and the Finance Lease Agreement 2
“First Loan”	the loan in the principal amount of HK\$150,000,000 to be granted by China Best Finance to Union Perfect pursuant to the Loan Agreement 1
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Huanggangbiaoqi”	黃岡標旗運輸有限公司 (Huanggangbiaoqi Yunshu Company Limited)*, a company incorporated under the laws of the PRC
“Independent Third Part(y)(ies)”	part(y)(ies) independent of the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Agreement 1”	the loan agreement dated 2 November 2015 entered into between China Best Finance as lender, Union Perfect as borrower and Mr. Jian as guarantor in relation to the provision of the First Loan
“Loan Agreement 2”	the loan agreement dated 2 November 2015 entered into between China Best Finance as lender, Anli Holdings as borrower and Mr. Wong as guarantor in relation to the provision of the Second Loan
“Loan Agreements”	the Loan Agreement 1 and the Loan Agreement 2
“Leased Assets 1”	motor vehicles, being the subject matter of the Finance Lease Agreement 1
“Leased Assets 2”	motor vehicles and car parts, being the subject matter of the Finance Lease Agreement 2
“Money Lenders Ordinance”	Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong)
“Mr. Jian”	Jian Yinghai ( 翦英海 ), the guarantor guaranteeing the obligations of Union Perfect under the Loan Agreement 1 and who is the ultimate beneficial owner of Union Perfect and World Radiance

“Mr. Wong”	Wong Wai Hong (黃偉康), the guarantor guaranteeing the obligations of Anli Holdings under the Loan Agreement 2 and who holds 50% of the issued share capital of Anli Holdings as at the date of this announcement
“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
“Restructuring”	a restructuring exercise following which Anli Holdings, which is held as to 50% by Mr. Wong as at the date of this announcement, will be held as to 100% by Mr. Wong
“RMB”	Renminbi, the lawful currency of the PRC
“Rongjinda Finance”	融金達融資租賃有限公司(Rongjinda Finance Lease Limited*), a wholly foreign-owned enterprise in the PRC and wholly-owned by Jet-Air (H.K.) Limited, an indirect wholly-owned subsidiary of the Company
“Second Loan”	the loan in the principal amount of HK\$150,000,000 to be granted by China Best Finance to Anli Holdings pursuant to the Loan Agreement 2
“SGM”	a special general meeting of the Company to be convened to approve, among others, the Loan Agreements, the Finance Lease Agreements and the transactions contemplated thereunder
“Shareholders”	holder(s) of share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Subscription Agreement”	the share subscription agreement entered into on 15 September 2015 by and among Silver Venus Investments Ltd., Aquila Global Investment Ltd, Sungi Global Investment Co., Ltd, the Company, Mr. Li Yang, Mr. Wang Jian, China Bosum Asset Management Limited and Mr. Lai Aizhong in relation to subscription of new Shares (as supplemented by an agreement dated 26 October 2015), details of which are set out in the Company’s announcements dated 11 August 2015, 18 September 2015 and 27 October 2015
“Union Perfect”	Union Perfect International Limited, a company incorporated under the laws of the British Virgin Islands with limited liability
“World Radiance”	World Radiance Limited (世輝有限公司), a company incorporated under the laws of the British Virgin Islands with limited liability
“%”	per cent.

\* *The unofficial English translations or transliterations are for identification purposes only*

*The figures in RMB are converted into HK\$ at the rate of RMB1: HK\$1.22 throughout this announcement for indicative purpose only.*

By Order of the Board  
**China Best Group Holding Limited**  
**Mr. Li Yang**  
*Deputy Chairman*

Hong Kong, 2 November 2015

*As at the date of this announcement, the Board comprises three executive directors, namely Mr. Tan Xiangdong, Mr. Li Yang, and Mr. Wang Jian and three independent non-executive directors, namely Mr. Chan Fong Kong Francis, Mr. Chen Zhenguo and Mr. Li Yu.*