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**北大资源**  
**PKU RESOURCES**

**Peking University Resources (Holdings) Company Limited**

**北大资源（控股）有限公司**

*(Incorporated in Bermuda with limited liability)*

(Stock code: 00618)

**DISCLOSEABLE AND CONTINUING CONNECTED TRANSACTIONS:  
FINANCIAL SERVICES AGREEMENT**

Reference is made to the announcement of the Company dated 13 January 2011 and circular of the Company dated 26 January 2011 relating to the 2011 Financial Services Agreement entered into between the Company, Founder Finance, and Peking Founder which will expire on 31 December 2013. On 23 December 2013, the Company and Founder Finance entered into the Financial Services Agreement to extend the terms of the provision by Founder Finance of (i) the Deposit Services; (ii) the Loan Services; and (iii) the Miscellaneous Financial Services to the Group.

**Continuing Connected Transactions**

The Company is owned as to approximately 64.14% by Founder Information which is in turn owned as to approximately 97.36% by Peking Founder. Since Peking Founder can exercise control over the composition of a majority of the board of directors of Founder Information and that Founder Information is a controlling shareholder of the Company, Peking Founder is considered as an associate of a connected person of the Company. As Founder Finance is a non wholly-owned subsidiary of Peking Founder, it is also an associate of a connected person of the Company for the purposes of the Listing Rules. Accordingly, the Financial Services Agreement and the transactions contemplated thereunder will constitute continuing connected transactions of the Company under the Listing Rules.

Since the Loan Services are on normal commercial terms (or better to the Group) where no security over the assets of the Group will be granted in respect of the financial assistance given by Founder Finance, the Loan Services are exempt from the reporting, announcement and independent shareholders' approval requirements pursuant to Rule 14A.65(4) of the Listing Rules.

As each of the applicable percentage ratios in respect of the handling fees in connection with the Miscellaneous Financial Services is on an annual basis less than 5%, the Miscellaneous Financial Services are subject to the reporting, announcement and annual review requirements but are exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the Deposit Services are more than 5%, and the total value of the Deposit Services is over HK\$10,000,000, the Deposit Services and the Proposed Deposit Cap are subject to the reporting, annual review, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

A special general meeting will be convened to obtain the Independent Shareholders' approval regarding the Deposit Services and the Proposed Deposit Cap. A circular containing, among others, (i) details of the Financial Services Agreement and the transactions contemplated thereunder and the Proposed Caps; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders; and (iv) a notice convening the SGM will be despatched to the Shareholders on or before 16 January 2014 in accordance with the Listing Rules.

### **Discloseable Transactions**

As the applicable percentage ratios in respect of the Deposit Services are more than 5% but less than 25%, the Deposit Services also constitute discloseable transactions of the Company under Chapter 14 of the Listing Rules and are therefore subject to the notification and announcement requirements under Rule 14.34 of the Listing Rules.

## **THE FINANCIAL SERVICES AGREEMENT**

### **Introduction**

The Company entered into a financial services agreement on 13 January 2011 with Founder Finance and Peking Founder, which will expire on 31 December 2013. To extend the terms of financial services provided by Founder Finance to the Group, on 23 December 2013, the Company, Founder Finance and Peking Founder entered into the Financial Services Agreement, pursuant to which Founder Finance has agreed, subject to the terms and conditions therein, to provide the Group with (i) Deposit Services; (ii) Loan Services; and (iii) Miscellaneous Financial Services to the Group on a non-exclusive basis until 31 December 2016.

Pursuant to the Financial Services Agreement, the Group utilises the services of Founder Finance on a voluntary and non-exclusive basis and is not obliged to engage Founder Finance for any particular services, or at all under the Financial Services Agreement. Founder Finance is merely one of a number of financial institutions which may provide financial services to the Group.

## **Summary**

### **1. Date**

23 December 2013

### **2. Effective Date and Term**

The Financial Services Agreement shall, subject to satisfaction of all condition precedents below, commence on 1 January 2014 for a term of three years and expire on 31 December 2016.

### **3. Parties**

- (a) the Company (as services user);
- (b) Founder Finance (as services provider); and
- (c) Peking Founder (as guarantor).

### **4. Major Terms**

#### **(a) Deposit Services**

Pursuant to the Financial Services Agreement, Founder Finance will provide RMB deposit services to the Group. The Group will open and maintain RMB deposit accounts with Founder Finance.

The interest rates on the Deposit Services offered by Founder Finance to the Group will not be lower than those offered by other PRC financial institutions, subject to the standard RMB deposit rates promulgated by PBC from time to time.

The Proposed Deposit Cap for the three years ending 31 December 2016 shall not exceed RMB120,000,000 on a daily basis.

In the event that the Group suffers any financial loss by reason of default by Founder Finance, Founder Finance shall compensate the Group for such loss suffered by the Group in accordance with the rules and regulations of PBC.

(b) Loan Services

Pursuant to the Financial Services Agreement, Founder Finance will provide RMB loan services to the Group.

The interest rates to be charged by Founder Finance for the provision of Loan Services to the Group will be determined by the Company and Founder Finance with reference to the interest rates of PBC from time to time and the prevailing market conditions. The interest rates on the Loan Services offered by Founder Finance to the Group will not be higher than those offered by other PRC financial institutions. No security over the assets of the Group will be granted in respect of the Loan Services offered by Founder Finance.

(c) Miscellaneous Financial Services

Pursuant to the Financial Services Agreement, Founder Finance will provide, apart from the Deposit Services and the Loan Services, other financial services to the Group in accordance with the permitted scope prescribed under the relevant PRC financial laws, regulations and policies, and the Management Methods for Group Finance Companies (《企業集團財務公司管理辦法》), including, but not limit to, services on discounted bills and entrusted loans.

Handling fees will be charged by Founder Finance in respect of the Miscellaneous Financial Services provided to the Group pursuant to the Financial Services Agreement, which include interests on discounted bills and handling fees on entrusted loans. Such handling fees will be determined with reference to the market rates of similar services and will not be higher than those offered by other PRC financial institutions to the Group.

Pursuant to the Financial Services Agreement, the handling fees payable by the Group to Founder Finance in respect of the Miscellaneous Financial Services for each of the three years ending 31 December 2016 shall not exceed RMB25,000,000.

- (d) the Group may obtain financial services from other financial institutions in addition to those provided by Founder Finance pursuant to the Financial Services Agreement.
- (e) Under the Financial Services Agreement, the Group will have the Right of Set Off such that, in the event of any default by Founder Finance in respect of amounts deposited with it by the Group and causing it not being able to recover such deposits, the Group will be entitled to offset the amounts owing from the Group to Founder Finance against the amounts due to the Group from Founder Finance. Likewise, in the event of any default in repayment by the Group in respect of loans obtained from Founder Finance, Founder Finance will be entitled to offset the amounts deposited with it by the Group against the amounts owing from the Group to Founder Finance.

## **5. Condition Precedents**

The Financial Services Agreement is conditional upon:

- (a) approval by the Independent Shareholders at the SGM; and
- (b) any other relevant approvals as may be required for the Financial Services Agreement to take effect.

## **6. Termination**

The Financial Services Agreement shall not be terminated by any of the parties unilaterally.

In addition to the default events provided by the Contract Laws of the PRC, the Company may terminate the Financial Services Agreement with immediate effect if Founder Finance fails to satisfy any operation condition as follows:

- (a) the capital adequacy ratio is not less than 10%;
- (b) the non-performing assets ratio is not more than 4%;
- (c) the bad loan ratio is not more than 5%;
- (d) the asset loss reserve adequacy ratio is not less than 100%;
- (e) the loan loss reserve adequacy ratio is not less than 100%;
- (f) the liquidity ratio is not less than 25%;
- (g) the self-owned fixed assets to total capital ratio is not more than 20%;
- (h) the short term securities investment to total capital ratio is not more than 40%;
- (i) the long term investment to total capital ratio is not more than 30%;
- (j) the borrowed capital to total capital ratio is not more than 100%; or
- (k) the guarantee risk exposure to total capital ratio is not more than 100%.

Upon termination of the Financial Services Agreement, the Group may withdraw all of its deposits with Founder Finance at any time. Should there be any outstanding loans owing from the Group pursuant to the Loan Services, the Group may negotiate with Founder Finance with regard to the loan repayment schedule.

## 7. Historical Transaction Amounts and Proposed Caps

The historical maximum deposit balance, the historical annual caps and the Proposed Caps in respect of (i) the daily outstanding balance of deposits (including accrued interest) placed by the Group with Founder Finance; and (ii) the annual handling fees in connection with the Miscellaneous Financial Services during the Term are as follows:

	Nine months						
	Year ended 31 December 2011 <i>RMB million</i>	Year ended 31 December 2012 <i>RMB million</i>	ended 30 September 2013 <i>RMB million</i>	Year ending 31 December 2013 <i>RMB million</i>	Year ending 31 December 2014 <i>RMB million</i>	Year ending 31 December 2015 <i>RMB million</i>	Year ending 31 December 2016 <i>RMB million</i>
<b>(a) Deposit Services</b>							
Historical maximum deposit balance	80	78	77	N/A	N/A	N/A	N/A
Historical Deposit Cap	80	80	N/A	80	N/A	N/A	N/A
Proposed Deposit Cap	N/A	N/A	N/A	N/A	120	120	120
<b>(b) Aggregate handling fees in connection with the Miscellaneous Financial Services</b>							
Historical figures	–	–	–	N/A	N/A	N/A	N/A
Historical Handling Fee Cap	5.5	6.6	N/A	7.8	N/A	N/A	N/A
Proposed Handling Fee Cap	N/A	N/A	N/A	N/A	25	25	25

The Proposed Deposit Cap are determined with reference to a number of factors including (i) the historical RMB deposit amounts of the Group; (ii) the increasing asset scale and anticipated amounts of the Group available for deposit; (iii) the expected amount of interest income from Founder Finance compared with interest income that could otherwise be obtained by placing deposits with other commercial banks; and (iv) the strategies for treasury management of the Company taking into account the business development plans and financial needs of the Group in the coming years. The historical maximum deposit balances were maintained at over RMB75 million for the two years ended 31 December 2012 and the nine months ended 30 September 2013, which were close to the Historical Deposit Cap of RMB80 million, so additional funds were deposited in independent commercial banks in the PRC during the periods. The management expected that additional funds would be available to be deposited in Founder Finance in the coming years, resulting in the increase in amounts of Proposed Deposit Cap.

The proposed caps for the aggregate handling fees in connection with the Miscellaneous Financial Services on an annual basis are determined with reference to (i) the historical aggregate amounts of handling fees paid and the expected increase in discounted bills services which previously was handled by independent commercial banks in the PRC; (ii) the market rates of similar services as promulgated by PBC; and (iii) the operation and financial needs of the Group in the coming years. The management expected that more discounted bills services will be provided by Founder Finance with better terms in the coming years (which was previously handled by independent commercial banks in the PRC), resulting in the increase in amounts of Proposed Handling Fee Cap.

## **8. The Guarantee by Peking Founder**

Peking Founder has provided the Guarantee to the Company in the Financial Services Agreement, pursuant to which Peking Founder has undertaken to the Company that:

- (a) it will maintain its controlling interest in Founder Finance and ensure that Founder Finance will operate under its prescribed scope of business;
- (b) it shall use its best endeavours and all probable and reasonable means to ensure that Founder Finance will fulfil its obligations under the Financial Services Agreement;
- (c) in the event that Founder Finance has difficulties in repaying any money to the Group, Peking Founder will increase the working capital of Founder Finance in order to enable it to fulfil its obligations under the Financial Services Agreement; and
- (d) Peking Founder undertakes and warrants to compensate the Group jointly and severally with Founder Finance for all, if any, financial losses (including but not limited to the Group's deposits, interests and related expenses incurred) caused by Founder Finance's breaches or potential breaches of PRC laws and regulations, or by it having or potentially having any major operational problems or difficulties with liquidity, or by its non-performance of any terms, or by it defaulting under the Financial Services Agreement.

## **INFORMATION OF THE GROUP**

The Group is principally engaged in property development and property investment in the PRC, and the distribution of information products in Hong Kong and the PRC.

## **INFORMATION ON FOUNDER FINANCE**

Founder Finance is a non-banking financial institution and a non wholly-owned subsidiary of Peking Founder established in the PRC since September 2010 with the approval of PBC. It is subject to the supervision of CBRC. According to its business licence, it is authorised to provide the Group with all the services set out in the Financial Services Agreement.

As at the date of the Financial Services Agreement, the registered capital of Founder Finance was RMB5,000,000,000. As at 30 September 2013, Founder Finance also had a total asset value of approximately RMB13,941,153,000 which included liquid assets (such as bank deposits, central bank reserves and other receivables) of approximately RMB13,934,949,000.

Founder Finance is subject to stringent regulations and is regulated by PBC and CBRC. CBRC's supervision includes regular examination of the audited financial statements and other relevant materials required to be filed by group finance companies as well as on-site inspections and interviews with the senior management of group finance companies. To ensure compliance with the applicable laws and regulations, CBRC has powers to issue corrective and/or disciplinary orders and to impose penalties and/or fines on group finance companies.

## REASONS FOR AND BENEFITS OF THE FINANCIAL SERVICES AGREEMENT

The main reasons for the Company to enter into the Financial Services Agreement with Founder Finance are as follows:

- (a) PRC laws do not permit companies, including subsidiaries and associates, other than regulated financial institutions, to extend intra-group loans directly. Any such loan must be directed through a regulated financial institution. Founder Finance is a non-banking financial institution approved and regulated by PBC and CBRC authorised to provide various kinds of financial services, including deposit-taking and loan services;
- (b) pursuant to the relevant regulations of PBC and CBRC, the customers of Founder Finance are limited to members of the Peking Founder Group and its associates, who mainly engage in information technology, medical and security businesses, industries that are relatively diversified yielding relatively stable incomes, with very little impact from seasonal factors and macro-economic environment. Hence Founder Finance will not be exposed to a level of potential risk higher than that of other commercial banks in the PRC, which deal with customers of various credit ratings;
- (c) as all members of the Peking Founder Group and the Group are entitled to utilise the Deposit Services, the Loan Services and the Miscellaneous Financial Services, the Financial Services Agreement would allow for the provision of intra-group loans amongst members of the Group, thus opening another channel for the Group to raise loans and providing the Group with an alternative to raising loans from other financial institutions, which would in turn promote liquidity among the Group, enhance the overall ability of the Group to repay debts, and assist in monitoring and controlling financial risks;
- (d) the use of Founder Finance as a vehicle to manage the funds of the Group would facilitate a more efficient deployment of funds between members of the Group;
- (e) the interest rates on the Deposit Services and the Loan Services offered, and the handling fees in connection with the Miscellaneous Financial Services charged by Founder Finance to the Group will be equal to or more favourable than, on a case by case basis, those offered to the Group by any third party;
- (f) Founder Finance is regulated by PBC and CBRC, and it provides its services in accordance with and in satisfaction of the rules and operational requirements of these regulatory authorities;
- (g) the Group is expected to benefit from Founder Finance's better understanding of the Group's operations which should render more expedient and efficient services than other commercial banks in the PRC;
- (h) the arrangements under the Financial Services Agreement would save financial costs, and accordingly increase the profitability of the Group;

- (i) the arrangements under the Financial Services Agreement would allow for a certain degree of concentration of the Group's deposited funds (limited by the Proposed Deposit Cap), which would expedite the monitoring of the use and application of funds within the Group, and would provide the Group with a higher bargaining power (than when the deposited sum was split between financial institutions) with regard to terms and interest rates of the Deposit Services; and
- (j) the Guarantee and the Right of Set Off under the Financial Services Agreement shall provide security and comfort to the Group by reducing the risks which the Group may be exposed to in the event of default by Founder Finance.

The Directors (including the independent non-executive Directors) consider that the terms of the Miscellaneous Financial Services, which have been negotiated on an arm's length basis, are on normal commercial terms, and the transactions contemplated thereunder and the Proposed Handling Fee Caps are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

The Directors (excluding the independent non-executive Directors whose views shall be based on the opinion of the independent financial adviser) consider that the terms of the Deposit Services, which have been negotiated on an arm's length basis, are on normal commercial terms, and the transactions contemplated thereunder and the Proposed Deposit Cap are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

Since Ms Yu Li, the chairwoman of the Company, and Mr Zhang Zhao Dong, an executive director of the Company, are also directors of Peking Founder, and Ms Yu Li is the director of Founder Finance, they have abstained from voting on the Board resolutions in respect of the Financial Services Agreement and the Proposed Caps. Save as disclosed above, none of the Directors has any material interests in the Financial Services Agreement.

The Independent Board Committee comprising all the independent non-executive Directors, namely Mr Li Fat Chung, Ms Wong Lam Kit Yee and Ms Cao Qian, has been established to consider the terms of the Deposit Services and the Proposed Deposit Cap, and to advise the Independent Shareholders, so far as the Independent Shareholders are concerned, as to whether the terms of the Deposit Services and the Proposed Deposit Cap are fair and reasonable and are in the interests of the Company and the Shareholders as a whole. No member of the Independent Board Committee has any material interest in the Deposit Services and the Proposed Deposit Cap.

## **LISTING RULES IMPLICATIONS**

### **Continuing Connected Transactions**

The Company is owned as to approximately 64.14% by Founder Information which is in turn owned as to approximately 97.36% by Peking Founder. Since Peking Founder can exercise control over the composition of a majority of the board of directors of Founder and that Founder is a controlling shareholder of the Company, Peking Founder is considered as an associate of a connected person of the Company. As Founder Finance is a non wholly-owned subsidiary of Peking Founder, it is also an

associate of a connected person of the Company for the purposes of the Listing Rules. Accordingly, the Financial Services Agreement and the transactions contemplated thereunder will constitute continuing connected transactions of the Company under the Listing Rules.

Since the Loan Services are on normal commercial terms (or better to the Group) where no security over the assets of the Group will be granted in respect of the financial assistance given by Founder Finance, the Loan Services are exempt from the reporting, announcement and independent shareholders' approval requirements pursuant to Rule 14A.65(4) of the Listing Rules.

As each of the applicable percentage ratios in respect of the handling fees in connection with the Miscellaneous Financial Services is on an annual basis less than 5%, the Miscellaneous Financial Services are subject to the reporting, announcement and annual review requirements but are exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the Deposit Services are more than 5% and the total value of the Deposit Services is over HK\$10,000,000, the Deposit Services and the Proposed Deposit Cap are subject to the reporting, annual review, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

A special general meeting will be convened to obtain the Independent Shareholders' approval regarding the Deposit Services and the Proposed Deposit Cap. A circular containing, among others, (i) details of the Financial Services Agreement and the transactions contemplated thereunder and the Proposed Caps; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; and (iii) a letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders will be despatched to the Shareholders on or before 16 January 2014 in accordance with the Listing Rules.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, save and except for Founder Information (a controlling shareholder holding approximately 64.14% of the issued share capital of the Company and has control or is entitled to exercise control over the voting rights of its Shares), its associates and Mr Zhang Zhao Dong, an executive Director and a director of Peking Founder who shall abstain from voting at the SGM, no other Shareholder is required to abstain from voting on the resolution in relation to the Deposit Services and the Proposed Deposit Cap to be approved by way of poll at the SGM.

An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in respect of the Deposit Services and the Proposed Deposit Cap.

### **Discloseable Transactions**

As the applicable percentage ratios in respect of the Deposit Services are more than 5% but less than 25%, the Deposit Services also constitute discloseable transactions of the Company under Chapter 14 of the Listing Rules and are therefore subject to the notification and announcement requirements under Rule 14.34 of the Listing Rules.

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

“2011 Financial Services Agreement”	the financial services agreement in relation to the deposit services, the loan services, and miscellaneous financial services entered into between the Company, Founder Finance and Peking Founder on 13 January 2011;
“associates”	has the same meaning as ascribed thereto in the Listing Rules;
“Board”	the board of Directors of the Company;
“CBRC”	China Banking Regulatory Commission (中國銀行業監督管理委員會);
“Company”	Peking University Resources (Holdings) Company Limited (formerly known as EC-Founder (Holdings) Company Limited), a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange, and as to approximately 64.14% owned by Founder Information;
“connected person(s)”	has the same meaning as ascribed thereto in the Listing Rules;
“controlling shareholder”	has the same meaning as ascribed thereto in the Listing Rules;
“Deposit Services”	the deposit and related services to be provided by Founder Finance to the Group under the Financial Services Agreement;
“Directors”	the directors of the Company;
“Financial Services Agreement”	the financial services agreement in relation to the Deposit Services, the Loan Services, and the Miscellaneous Financial Services entered into between the Company, Founder Finance and Peking Founder on 23 December 2013;
“Founder Finance”	北大方正集團財務有限公司 (PKU Founder Group Finance Co., Ltd.), a company established in the PRC with limited liability and a non wholly-owned subsidiary of Peking Founder;
“Founder Information”	Founder Information (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability and a subsidiary of Peking Founder;
“Group”	the Company and its subsidiaries;
“Guarantee”	the guarantee provided by Peking Founder in favour of the Company under the Financial Services Agreement;

“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	The Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Board Committee”	the independent committee of the Board comprising Mr Li Fat Chung, Ms Wong Lam Kit Yee and Ms Cao Qian, being all the independent non-executive Directors, to be established for the purpose of advising the Independent Shareholders on the terms of the Deposit Services and the Proposed Deposit Cap;
“Independent Shareholders”	Shareholders other than Founder Information, its associates and Mr Zhang Zhao Dong, an executive Director and a director of Peking Founder;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);
“Loan Services”	the RMB loan and related services to be provided by Founder Finance to the Group under the Financial Services Agreement;
“Miscellaneous Financial Services”	apart from the Deposit Services and the Loan Services, other financial services in accordance with the permitted scope prescribed under the relevant PRC financial laws, regulations and policies and the Management Methods for Group Finance Companies (《企業集團財務公司管理辦法》), under the Financial Services Agreement;
“PBC”	People’s Bank of China ( 中國人民銀行 );
“Peking Founder”	北大方正集團有限公司 (Peking University Founder Group Company Limited*), a company established in the PRC with limited liabilities, the controlling shareholder of Founder Information holding approximately 97.36% of the issued share capital of Founder Information;
“Peking Founder Group”	Peking Founder and its subsidiaries;
“PRC”	the People’s Republic of China excluding Hong Kong, the Macau Special Administrative Region and Taiwan for the purpose of this announcement;
“Proposed Caps”	the Proposed Deposit Cap and the Proposed Handling Fee Caps;
“Proposed Deposit Cap”	the proposed maximum daily outstanding balance of deposits (including accrued interest) placed by the Group with Founder Finance during the Term under the Financial Services Agreement;

“Proposed Handling Fee Caps”	the proposed caps for the aggregate annual handling fees in connection with the Miscellaneous Financial Services;
“Right of Set Off”	under the Financial Services Agreement, in the event of any default by Founder Finance in respect of amounts deposited with it by the Group and causing it not being able to recover such deposits, the Group will be able to offset the amounts owing from the Group to Founder Finance against the amounts due to the Group from Founder Finance; likewise, in the event of any default in repayment by the Group in respect of loans procured from Founder Finance, Founder Finance will be able to offset the amounts deposited with it by the Group against the amounts owing from the Group to Founder Finance;
“RMB”	Renminbi, the lawful currency of the PRC;
“SGM”	the special general meeting of the Company to be held to consider and approve, among other things, the Deposit Services and the Proposed Deposit Cap;
“Shareholder(s)”	registered holder(s) of the shares of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary”	has the same meaning as ascribed thereto in the Listing Rules;
“Term”	the term of the Financial Services Agreement, which shall, subject to satisfaction of all condition precedents, commence on 1 January 2014 for a term of three years, and expire on 31 December 2016; and
“%”	per cent.

By order of the Board of  
**Peking University Resources (Holdings) Company Limited**  
**Yu Li**  
*Chairwoman*

Hong Kong, 23 December 2013

*As at the date of this announcement, the Board comprises executive Directors of Ms Yu Li (Chairwoman), Mr Fang Hao (President), Mr Zhou Bo Qin, Mr Zhang Zhao Dong, Mr Xie Ke Hai and Mr Zheng Fu Shuang, and the independent non-executive Directors of Mr Li Fat Chung, Ms Wong Lam Kit Yee and Ms Cao Qian.*

*\* For identification purpose only*