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(Incorporated in Hong Kong with limited liability)
(Stock Code: 3360)

# DISCLOSEABLE TRANSACTIONS DISPOSAL OF UNDERLYING ASSETS

Reference is made to the announcement of the Company dated 31 May 2019 in relation to the Previous Disposal.

### THE IFEL DISPOSAL

The Board is pleased to announce that, on 16 October 2019, IFEL, a direct wholly-owned subsidiary of the Company, and the Purchaser entered into the IFEL Assets Disposal Agreement, pursuant to which, among other things, IFEL has conditionally agreed to sell and the Purchaser has conditionally agreed to acquire the IFEL Underlying Assets at the IFEL Consideration of RMB1,608,278,554.09.

### THE FETJ DISPOSAL

The Board is pleased to announce that, on 16 October 2019, FETJ, an indirect wholly-owned subsidiary of the Company, and the Purchaser entered into the FETJ Assets Disposal Agreement, pursuant to which, among other things, FETJ has conditionally agreed to sell and the Purchaser has conditionally agreed to acquire the FETJ Underlying Assets at the FETJ Consideration of RMB409,721,445.91.

#### LISTING RULES IMPLICATIONS

Pursuant to Rule 14.22 of the Listing Rules, the IFEL Disposal and the FETJ Disposal shall be aggregated with the Previous Disposal since all these transactions are entered into by the Group with the Purchaser within a 12 month period. As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect the IFEL Disposal, the FETJ Disposal and the Previous Disposal on an aggregate basis is more than 5% but less than 25%, the IFEL Disposal and the FETJ Disposal together with the Previous Disposal constitute discloseable transactions of the Company pursuant to Chapter 14 of the Listing Rules and are therefore subject to the notification and announcement requirements under the Listing Rules.

Reference is made to the announcement of the Company dated 31 May 2019 in relation to the Previous Disposal.

The Board is pleased to announce that,

- (a) on 16 October 2019, IFEL, a direct wholly-owned subsidiary of the Company, and the Purchaser entered into the IFEL Assets Disposal Agreement, pursuant to which, among other things, IFEL has conditionally agreed to sell and the Purchaser has conditionally agreed to acquire the IFEL Underlying Assets at the IFEL Consideration of RMB1,608,278,554.09; and
- (b) on 16 October 2019, FETJ, an indirect wholly-owned subsidiary of the Company, and the Purchaser entered into the FETJ Assets Disposal Agreement, pursuant to which, among other things, FETJ has conditionally agreed to sell and the Purchaser has conditionally agreed to acquire the FETJ Underlying Assets at the FETJ Consideration of RMB409,721,445.91.

#### IFEL ASSETS DISPOSAL AGREEMENT

#### Date:

16 October 2019

**Parties:** 

Vendor: 遠東國際租賃有限公司(International Far Eastern Leasing Co., Ltd\*), a

direct wholly-owned subsidiary of the Company

Purchaser: 中國國際金融股份有限公司(China International Capital Corporation

Limited\*)

As advised by the Purchaser, as at the date of this announcement, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Purchaser and its ultimate beneficial owner(s) were Independent Third Parties.

#### IFEL Underlying Assets to be disposed of:

The IFEL Underlying Assets represent the rights and interest (present and future, existing and contingent) of IFEL pursuant to the underlying IFEL Finance Leases as at the Record Date. The IFEL Underlying Assets include (1) all creditor's rights under the IFEL Finance Leases from leasing the underlying leased property to the lessees, including the outstanding balance of principals, interests, penalty, liquidated damage, buy back price of the underlying leased property, the income from the disposal of the leased property as the payments to be made by the lessees to IFEL and other payments to be made by lessees to IFEL under the IFEL Finance Leases as at the Record Date (inclusive); (2) all security rights and interests attached to such creditor's rights; (3) the proceeds from recovery, sale or otherwise disposal of the IFEL Underlying Assets; (4) the right to request, sue, recover or receive all the payments in relation to the IFEL Underlying Assets (no matter whether such payments are payable by the lessees under the IFEL Finance Leases); and (5) interests arising from commitments in relation to the IFEL Underlying Assets and all the rights and legal remedies arising from the IFEL Underlying Assets.

As of the Record Date, the carrying value of the IFEL Underlying Assets, being the amortised cost of lease receivables less any allowance for impairment, was approximately RMB1,599 million.

Upon the payment of the IFEL Consideration, IFEL shall cease to have any rights or interests in the IFEL Underlying Assets. The Purchaser shall acquire all the rights in relation to the IFEL Underlying Assets after the delivery date of such assets.

#### **IFEL Consideration:**

The IFEL Consideration payable by the Purchaser to IFEL for the IFEL Disposal of the IFEL Underlying Assets shall be RMB1,608,278,554.09.

IFEL and the Purchaser agreed that the value-added tax in relation to the IFEL Disposal shall be borne by IFEL and, any other taxes and expenses in relation to the IFEL Disposal shall be borne by IFEL (as the initial beneficiary under the IFEL Assets Disposal Agreement) unless otherwise agreed by IFEL and the Purchaser or required by laws. Other costs and expenses arising from the negotiation, signing and performance of the IFEL Assets Disposal Agreement, including but not limited to relevant intermediary agent fees, no matter the transactions contemplated thereunder will be completed or not, shall also be borne by IFEL and the Purchaser respectively. The Purchaser shall instruct the Custodian Bank to pay the IFEL Consideration on the delivery date of the IFEL Underlying Assets. Money transfer fees charged by the Custodian Bank shall be paid in advance by the Purchaser and then reimbursed by the ABS Programme.

The IFEL Consideration was determined after arm's length negotiations between IFEL and the Purchaser after having taken into account the factors of the expected return rate on the IFEL Underlying Assets and the expected return rate on the ABS Programme by the market investors. The IFEL Consideration for the IFEL Disposal represents a premium of approximately RMB75 thousand to the outstanding aggregate amount of principals in relation to the IFEL Underlying Assets of approximately RMB1,608,203,082.49, after taking into consideration the associated credit risks relating to the IFEL Finance Leases and the IFEL Underlying Assets.

#### **Conditions Precedent:**

### Conditions precedent to performance of obligations by IFEL

Performance of its obligations under the IFEL Assets Disposal Agreement by IFEL is conditional on the satisfaction of or written waiver by IFEL (as the case may be) of the following conditions on or before the establishment of the ABS Programme:

- (a) the Purchaser having duly signed and delivered the IFEL Assets Disposal Agreement and other relevant documents of the ABS Programme to IFEL;
- (b) all necessary consents, approvals and authorisations to be obtained on the part of the Purchaser, which are required for the performance of its obligations under the IFEL Assets Disposal Agreement and the ABS Programme having been obtained, including but not limited to the internal authorisation documents required for signing the IFEL Assets Disposal Agreement by the Purchaser (if applicable); and
- (c) IFEL having received copies of the latest securities service qualification documents, business license and the articles of association of the Purchaser.

## Conditions precedent to performance of obligations by the Purchaser

Performance of its obligations under the IFEL Assets Disposal Agreement (including but not limited to the payment of the IFEL Consideration) by the Purchaser is conditional on the satisfaction of or written waiver by the Purchaser (as the case may be) of the following conditions on or before the establishment of the ABS Programme (or dates as otherwise set out below):

- (a) IFEL having duly signed and delivered the IFEL Assets Disposal Agreement and other relevant documents of the ABS Programme to the Purchaser, and IFEL having delivered to the Purchaser's designated assets service agency all the documents relating to the IFEL Underlying Assets on or before the establishment of the ABS Programme and having provided a complete list of the IFEL Underlying Assets;
- (b) the Purchaser having received copies of the business license and the articles of association of IFEL;
- (c) all necessary approvals, consents and authorisations to be obtained on the part of IFEL, which are required for the performance of its obligations under the IFEL Assets Disposal Agreement, having been obtained, including but not limited to the internal authorisation documents such as a copy of the relevant Board resolutions required for the signing and performance of the IFEL Assets Disposal Agreement by IFEL;
- (d) the ABS Programme having been duly established;
- (e) as at the date of the Purchaser paying the IFEL Consideration to IFEL, there being no breach of any of the representations and warranties made by IFEL in the IFEL Assets Disposal Agreement and other documents relating to the ABS Programme;
- (f) the due diligence conducted on the IFEL Underlying Assets and the underlying leased property by the Purchaser having been completed; and
- (g) the status of the IFEL Underlying Assets and the underlying leased property conforming to the relevant requirements under the IFEL Assets Disposal Agreement as at the date of delivery of the IFEL Underlying Assets.

### **Redemption Arrangement:**

Pursuant to the IFEL Assets Disposal Agreement, the Purchaser or the assets service agency of the ABS Programme shall send written notice to IFEL during the period of the ABS Programme of any discovery of IFEL Unqualified Assets (as defined below). IFEL shall redeem such IFEL Unqualified Assets as defined below from the Purchaser in accordance with the terms of the IFEL Assets Disposal Agreement.

On the Record Date, the date of delivery of the IFEL Underlying Assets or such other date specified under the representations and warranties made in respect of the IFEL Underlying Assets, the IFEL Underlying Assets, being not in conformity with such representations and warranties made in respect thereof, are "IFEL Unqualified Assets".

The price for redemption is the aggregation of the followings as at the 24:00 on the Redemption Counting Date:

- (a) the remaining outstanding principal amount of the IFEL Unqualified Assets;
- (b) all write-off (for the purpose of the IFEL Assets Disposal Agreement, referring to the write-off of uncollectible accounts) of the principal amount in connection with the relevant IFEL Underlying Assets as of the relevant Redemption Counting Date; and
- (c) all outstanding interests payable accrued during the period from the Record Date to the relevant Redemption Counting Date in respect of the amounts described in (a) and (b) above.

### FETJ ASSETS DISPOSAL AGREEMENT

#### Date:

16 October 2019

**Parties:** 

Vendor: 遠東宏信(天津)融資租賃有限公司(Far Eastern Horizon (Tianjin)

Financial Leasing Co., Ltd.\*), an indirect wholly-owned subsidiary of

the Company

Purchaser: 中國國際金融股份有限公司(China International Capital Corporation

Limited\*)

As advised by the Purchaser, as at the date of this announcement, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Purchaser and its ultimate beneficial owner(s) were Independent Third Parties.

### FETJ Underlying Assets to be disposed of:

The FETJ Underlying Assets represent the rights and interest (present and future, existing and contingent) of FETJ pursuant to the underlying FETJ Finance Leases as at the Record Date. The FETJ Underlying Assets include (1) all creditor's rights under the FETJ Finance Leases from leasing the underlying leased property to the lessees, including the outstanding balance of principals, interests, handling charges, penalty, liquidated damage, buy back price of the underlying leased property, the income from the disposal of the leased property as the payments to be made by the lessees to FETJ and other payments to be made by lessees to FETJ under the FETJ Finance Leases as at the Record Date (inclusive); (2) all security rights and interests attached to such creditor's rights; (3) the proceeds from recovery, sale or otherwise disposal of the FETJ Underlying Assets; (4) the right to request, sue, recover or receive all the payments in relation to the FETJ Underlying Assets (no matter whether such payments are payable by the lessees under the FETJ Finance Leases); and (5) interests arising from commitments in relation to the FETJ Underlying Assets and all the rights and legal remedies arising from the FETJ Underlying Assets.

As of the Record Date, the carrying value of the FETJ Underlying Assets, being the amortised cost of lease receivables less any allowance for impairment, was approximately RMB405 million.

Upon the payment of the FETJ Consideration, FETJ shall cease to have any rights or interests in the FETJ Underlying Assets. The Purchaser shall acquire all the rights in relation to the FETJ Underlying Assets after the delivery date of such assets.

#### **FET.I Consideration:**

The FETJ Consideration payable by the Purchaser to FETJ for the FETJ Disposal of the FETJ Underlying Assets shall be RMB409,721,445.91.

FETJ and the Purchaser agreed that the value-added tax in relation to the FETJ Disposal shall be borne by FETJ, and any other taxes and expenses in relation to the FETJ Disposal shall be borne by FETJ (as the initial beneficiary under the FETJ Assets Disposal Agreement) unless otherwise agreed by FETJ and the Purchaser or required by laws. Other costs and expenses arising from the negotiation, signing and performance of the FETJ Assets Disposal Agreement, including but not limited to relevant intermediary agent fees, no matter the transactions contemplated thereunder will be completed or not, shall also be borne by FETJ and the Purchaser respectively. The Purchaser shall instruct the Custodian Bank to pay the FETJ Consideration on the delivery date of the FETJ Underlying Assets. Money transfer fees charged by the Custodian Bank shall be paid in advance by the Purchaser and then reimbursed by the ABS Programme.

The FETJ Consideration was determined after arm's length negotiations between FETJ and the Purchaser after having taken into account the factors of the expected return rate on the FETJ Underlying Assets and the expected return rate on the ABS Programme by the market investors. The FETJ Consideration for the FETJ Disposal strictly equals to the outstanding aggregate amount of principals in relation to the FETJ Underlying Assets, after taking into consideration the associated credit risks relating to the FETJ Finance Leases and the FETJ Underlying Assets.

### **Conditions Precedent:**

### Conditions precedent to performance of obligations by FETJ

Performance of its obligations under the FETJ Assets Disposal Agreement by FETJ is conditional on the satisfaction of or written waiver by FETJ (as the case may be) of the following conditions on or before the establishment of the ABS Programme:

- (a) the Purchaser having duly signed and delivered the FETJ Assets Disposal Agreement and other relevant documents of the ABS Programme to FETJ;
- (b) all necessary consents, approvals and authorisations to be obtained on the part of the Purchaser, which are required for the performance of its obligations under the FETJ Assets Disposal Agreement and the ABS Programme having been obtained, including but not limited to the internal authorisation documents required for signing the FETJ Assets Disposal Agreement by the Purchaser (if applicable); and
- (c) FETJ having received copies of the latest securities service qualification documents, business license and the articles of association of the Purchaser.

### Conditions precedent to performance of obligations by the Purchaser

Performance of its obligations under the FETJ Assets Disposal Agreement (including but not limited to the payment of the FETJ Consideration) by the Purchaser is conditional on the satisfaction of or written waiver by the Purchaser (as the case may be) of the following conditions on or before the establishment of the ABS Programme (or dates as otherwise set out below):

- (a) FETJ having duly signed and delivered the FETJ Assets Disposal Agreement and other relevant documents of the ABS Programme to the Purchaser, and FETJ having delivered to the Purchaser's designated assets service agency all the documents relating to the FETJ Underlying Assets on or before the establishment of the ABS Programme and having provided a complete list of the FETJ Underlying Assets;
- (b) the Purchaser having received copies of the business license and the articles of association of FETJ;
- (c) all necessary approvals, consents and authorisations to be obtained on the part of FETJ, which are required for the performance of its obligations under the FETJ Assets Disposal Agreement, having been obtained, including but not limited to the internal authorisation documents such as a copy of the relevant Board resolutions required for the signing and performance of the FETJ Assets Disposal Agreement by FETJ;
- (d) the ABS Programme having been duly established;
- (e) as at the date of the Purchaser paying the FETJ Consideration to FETJ, there being no breach of any of the representations and warranties made by FETJ in the FETJ Assets Disposal Agreement and other documents relating to the ABS Programme;
- (f) the due diligence conducted on the FETJ Underlying Assets and the underlying leased property by the Purchaser having been completed; and
- (g) the status of the FETJ Underlying Assets and the underlying leased property conforming to the relevant requirements under the FETJ Assets Disposal Agreement as at the date of delivery of the FETJ Underlying Assets.

### **Redemption Arrangement:**

Pursuant to the FETJ Assets Disposal Agreement, the Purchaser or the assets service agency of the ABS Programme shall send written notice to FETJ during the period of the ABS Programme of any discovery of FETJ Unqualified Assets (as defined below). FETJ shall redeem such FETJ Unqualified Assets as defined below from the Purchaser in accordance with the terms of the FETJ Assets Disposal Agreement.

On the Record Date, the date of delivery of the FETJ Underlying Assets or such other date specified under the representations and warranties made in respect of the FETJ Underlying Assets, the FETJ Underlying Assets, being not in conformity with such representations and warranties made in respect thereof, are "FETJ Unqualified Assets".

The price for redemption is the aggregation of the followings as at the 24:00 on the Redemption Counting Date:

- (a) the remaining outstanding principal amount of the FETJ Unqualified Assets;
- (b) all write-off (for the purpose of the FETJ Assets Disposal Agreement, referring to the write-off of uncollectible accounts) of the principal amount in connection with the relevant FETJ Underlying Assets as of the relevant Redemption Counting Date; and
- (c) all outstanding interests payable accrued during the period from the Record Date to the relevant Redemption Counting Date in respect of the amounts described in (a) and (b) above.

#### FINANCIAL INFORMATION ON THE UNDERLYING ASSETS

The net profits (both before and after taxation) attributable to the Underlying Assets for the two years ended 31 December 2017 and 2018, which were prepared in accordance with Hong Kong Financial Reporting Standards, were as follows:

	Year ended 31 December 2017 (RMB: million)	Year ended 31 December 2018 (RMB: million)
IFEL Underlying Assets		
Net profits before taxation	0	-1
Net profits after taxation	0	0
FETJ Underlying Assets		
Net profits before taxation	0	1
Net profits after taxation	0	1

### FINANCIAL IMPACT AND USE OF PROCEEDS FROM THE DISPOSAL

Immediately upon the payment of the Consideration, both IFEL and FETJ will cease to have rights or interests in the Underlying Assets. It is anticipated that upon completion of the Disposal, the Group would realise a net gain of approximately RMB1.6 million, which represents the difference between the net proceeds from this Disposal and the unaudited carrying value of the Underlying Assets as at the date of the Agreements. The net proceeds received from the Disposal will be applied on future finance lease transactions.

#### INFORMATION OF THE COMPANY

The Company together with its subsidiaries is one of China's leading innovative financial companies focusing on the Chinese infrastructure industry and leveraging the business model of integrating finance and industry to serve enterprises of greatest vitality with the support of the fast-growing economy in China. It provides integrated finance, investment, trade, advisory and leasing services in healthcare, packaging, transportation, infrastructure construction, industrial machinery, education, textiles, electronic information, as well as other sectors such as ship brokerage and chartering services.

#### INFORMATION OF IFEL AND FETJ

IFEL, a direct wholly-owned subsidiary of the Company, is a limited liability company incorporated in the PRC on 13 September 1991. IFEL is mainly engaged in the provision of integrated financial solutions built around finance leases and comprehensive value-added services of financial management, business operation, asset management and management consulting.

FETJ, an indirect wholly-owned subsidiary of the Company, is a limited liability company incorporated in the PRC on 10 December 2013. FETJ is mainly engaged in finance leasing business of education, health care, construction, packing, industrial equipment, transportation, electronics segments in north east, north and north west of the PRC.

#### INFORMATION OF THE PURCHASER

The Purchaser is China International Capital Corporation Limited (中國國際金融股份有限公司)\*, formerly known as China International Capital Corporation Limited (中國國際金融有限公司), incorporated in the PRC on 31 July 1995), whose H shares are listed on the Stock Exchange (stock code: 3908). The Purchaser is mainly engaged in the provision of services in relation to investment banking, sales and trading, fixed income, currencies and commodities (FICC), wealth management and investment management, etc.

### REASONS FOR AND BENEFITS OF THE DISPOSAL

The Company is principally engaged in finance leasing and accelerating asset turnover is beneficial to the increase of the overall profit margin. Based on the unaudited consolidated financial statements of the Company, as at 30 June 2019, the consolidated total assets of the Company exceeded RMB259 billion.

After the Disposal, the Purchaser will subsequently securitize the Underlying Assets and launch the ABS Programme for investors in the market. The Directors believe that the securitization of the Underlying Assets by way of ABS Programme after the completion of the Disposal will accelerate the overall turnover of the Company's assets and increase the overall revenue generated. Moreover, the Disposal will realize the forthcoming revenue of the Company in advance and the proceeds received from the Disposal will provide financial supports to the Company's business development of new projects.

In view of the above, the Directors consider that the terms of the Agreements are on normal commercial terms and are fair and reasonable and the Disposal is in the interests of the Company and the shareholders of the Company as a whole.

### LISTING RULES IMPLICATIONS

Pursuant to Rule 14.22 of the Listing Rules, the IFEL Disposal and the FETJ Disposal shall be aggregated with the Previous Disposal since all these transactions are entered into by the Group with the Purchaser within a 12 month period. As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect the IFEL Disposal, the FETJ Disposal and the Previous Disposal on an aggregate basis is more than 5% but less than 25%, the IFEL Disposal and the FETJ Disposal together with the Previous Disposal constitute discloseable transactions of the Company pursuant to Chapter 14 of the Listing Rules and are therefore subject to the notification and announcement requirements under the Listing Rules.

#### **DEFINITIONS**

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

"ABS Programme" the asset-backed securities purchase program to be launched by the

Purchaser in relation to the Underlying Assets after the Disposal

"Agreements" collectively, the IFEL Assets Disposal Agreement and the FETJ

Assets Disposal Agreement

"Board" the board of Directors of the Company

"Company" Far East Horizon Limited (遠東宏信有限公司), a company

incorporated in Hong Kong with limited liability and listed on the

Main Board of the Stock Exchange

"connected person(s)" has the meaning ascribed to it under the Listing Rules

"Consideration" collectively, the IFEL Consideration and the FETJ Consideration

"Custodian Bank" 華夏銀行股份有限公司北京分行(Beijing Branch of Hua Xia Bank

Co., Ltd.\*)

"Director(s)" the directors of the Company

"Disposal" collectively, the IFEL Disposal and the FETJ Disposal

"FETJ" 遠東宏信(天津)融資租賃有限公司(Far Eastern Horizon (Tianjin)

Financial Leasing Co., Ltd.\*), a limited liability company incorporated in the PRC and an indirect wholly-owned subsidiary of

the Company

"FETJ Assets Disposal

Agreement"

the assets disposal agreement dated 16 October 2019, entered into by

FETJ and the Purchaser in relation to the FETJ Disposal

"FETJ Consideration" the sum of RMB409,721,445.91, being the consideration for the

FETJ Disposal under the FETJ Assets Disposal Agreement

"FETJ Disposal" the disposal of the FETJ Underlying Assets pursuant to the FETJ

Assets Disposal Agreement

"FETJ Finance Leases" the 18 finance leases entered into by FETJ (as lessor) and other

lessees, the rights and interests from which so derived constitute the

FETJ Underlying Assets

"FETJ Underlying Assets"

the rights and interest (present and future, existing and contingent) of FETJ pursuant to the underlying FETJ Finance Leases as at the Record Date. The FETJ Underlying Assets include (1) all creditor's rights under the FETJ Finance Leases from leasing the underlying leased property to the lessees, including the outstanding balance of principals, interests, handling charges, penalty, liquidated damage, buy back price of the underlying leased property, the income from the disposal of the leased property as the payments to be made by the lessees to FETJ and other payments to be made by lessees to FETJ under the FETJ Finance Leases as at the Record Date (inclusive); (2) all security rights and interests attached to such creditor's rights; (3) the proceeds from recovery, sale or otherwise disposal of the FETJ Underlying Assets; (4) the right to request, sue, recover or receive all the payments in relation to the FETJ Underlying Assets (no matter whether such payments are payable by the lessees under the FETJ Finance Leases); and (5) interests arising from commitments in relation to the FETJ Underlying Assets and all the rights and legal remedies arising from the FETJ Underlying Assets

"Group"

the Company and its subsidiaries

"IFEL"

遠東國際租賃有限公司(International Far Eastern Leasing Co., Ltd\*), a limited liability company incorporated in the PRC and a direct wholly-owned subsidiary of the Company

"IFEL Assets Disposal Agreement"

the assets disposal agreement dated 16 October 2019, entered into by IFEL and the Purchaser in relation to the IFEL Disposal

"IFEL Consideration"

the sum of RMB1,608,278,554.09, being the consideration for the IFEL Disposal under the IFEL Assets Disposal Agreement

"IFEL Disposal"

the disposal of the IFEL Underlying Assets pursuant to the IFEL Assets Disposal Agreement

"IFEL Finance Leases"

the 51 finance leases entered into by IFEL (as lessor) and other lessees, the rights and interests from which so derived constitute the IFEL Underlying Assets

"IFEL Underlying Assets"

the rights and interest (present and future, existing and contingent) of IFEL pursuant to the underlying IFEL Finance Leases as at the Record Date. The IFEL Underlying Assets include (1) all creditor's rights under the IFEL Finance Leases from leasing the underlying leased property to the lessees, including the outstanding balance of principals, interests, penalty, liquidated damage, buy back price of the underlying leased property, the income from the disposal of the leased property as the payments to be made by the lessees to IFEL and other payments to be made by lessees to IFEL under the IFEL Finance Leases as at the Record Date (inclusive); (2) all security rights and interests attached to such creditor's rights; (3) the proceeds from recovery, sale or otherwise disposal of the IFEL Underlying Assets; (4) the right to request, sue, recover or receive all the payments in relation to the IFEL Underlying Assets (no matter whether such payments are payable by the lessees under the IFEL Finance Leases); and (5) interests arising from commitments in relation to the IFEL Underlying Assets and all the rights and legal remedies arising from the IFEL Underlying Assets

"Independent
Third Party(ies)"

the independent third party(ies) who is/are, to the best knowledge of the Directors' knowledge, information and belief having made all reasonable enquiries, independent of and not connected with the Company and the connected person(s) of the Company

"Listing Rules"

the Rules Governing the Listing of Securities on the Stock Exchange

"PRC"

the People's Republic of China

"Previous Disposal"

means the previous disposal made by IFEL and FETJ to the Purchaser, the details of which were set out in the Company's announcement dated 31 May 2019

"Purchaser"

中國國際金融股份有限公司(China International Capital Corporation Limited\*), a company incorporated in the PRC on 31 July 1995

"Record Date"

30 September 2019

"Redemption Counting Date" the last day of the relevant rental collection period during which the redemption is requested in accordance with the terms of the IFEL Assets Disposal Agreement or the FETJ Assets Disposal Agreement, as the case may be

"RMB" Renminbi, the lawful currency of the PRC

"Stock Exchange" The Stock Exchange of Hong Kong Limited

"Underlying Assets" collectively, the IFEL Underlying Assets and the FETJ Underlying

Assets

"%" per cent

By Order of the Board
Far East Horizon Limited
KONG Fanxing

Chief Executive Officer and Executive Director

Hong Kong, 16 October 2019

As at the date of this announcement, the executive directors of the Company are Mr. KONG Fanxing and Mr. WANG Mingzhe, the non-executive directors of the Company are Mr. NING Gaoning (Chairman), Mr. YANG Lin, Mr. LIU Haifeng David, Mr. KUO Ming-jian and Mr. John LAW, and the independent non-executive directors of the Company are Mr. CAI Cunqiang, Mr. HAN Xiaojing, Mr. LIU Jialin and Mr. YIP Wai Ming.

\* for identification purpose only