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HING YIP HOLDINGS LIMITED

興業控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 00132)

MAJOR TRANSACTION ENTERING INTO FINANCE LEASES AS THE LESSOR

On 21 March 2024, Greengold Leasing, a subsidiary of the Company, entered into the Finance Leases with the Lessee, to obtain the ownership of the Assets from the Lessee at an aggregate consideration of RMB75,000,000 (equivalent to approximately HK\$81,525,000), which would be leased back to the Lessee for its use and possession for a term of 5 years.

As one of the applicable percentage ratios for the transactions contemplated under the Finance Leases and Incidental Documentation exceeds 25% but all of them are less than 100%, the entering into of such transactions constitutes a major transaction for the Company under the Listing Rules and is subject to the announcement, circular and shareholders' approval requirements under the Listing Rules.

No Shareholder is materially interested in the Finance Leases and Incidental Documentation and no Shareholder is required to abstain from voting at a general meeting of the Company approving the transactions contemplated under the Finance Leases and Incidental Documentation, and the Company has, pursuant to Rule 14.44 of the Listing Rules, obtained written approval of the transactions contemplated under the Finance Leases and Incidental Documentation from Prize Rich Inc., a Shareholder holding 1,222,713,527 issued ordinary shares of the Company (representing 71.41% of its entire issued share capital). As such, the Company is exempted from convening a general meeting to approve the transactions contemplated under the Finance Leases and Incidental Documentation.

A circular containing further information on the Finance Leases and Incidental Documentation is expected to be published on the websites of the Stock Exchange and the Company on or before 16 April 2024.

THE FINANCE LEASES AND INCIDENTAL DOCUMENTATION

The Board is pleased to announce that Greengold Leasing entered into the Finance Leases and Incidental Documentation, the principal terms of which are as follows:–

Date of the Finance Leases:

21 March 2024

The Finance Leases will take effect upon compliance of the applicable requirements of the Listing Rules by the Company.

Parties:

- (1) Greengold Leasing, a subsidiary of the Company, as the lessor;
- (2) the Lessee; and
- (3) the Guarantors (in relation to the relevant guarantee).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Lessee, the Guarantors and their ultimate beneficial owners are Independent Third Parties.

Transfer of Assets and consideration

Greengold Leasing will be transferred the unencumbered ownership of Assets 1 and Assets 2 from the Lessee on an "as-is" basis at the consideration of RMB50,000,000 (equivalent to approximately HK\$54,350,000) and RMB25,000,000 (equivalent to approximately HK\$27,175,000) in cash pursuant to Finance Lease 1 and Finance Lease 2 respectively, payable within 12 months from the date of the Finance Leases. The transfer agreements for Finance Lease 1 and Finance Lease 2 were entered into between Greengold Leasing and the Lessee on the date of the Finance Leases, effecting the terms of the Finance Leases in relation to the above-mentioned transfer of the Assets from the Lessee to Greengold Leasing.

Such consideration or financing amount was determined following arm's length negotiations by the parties to the Finance Leases with reference to the original cost of Assets 1 and Assets 2 of approximately RMB50,004,000 (equivalent to approximately HK\$54,354,000) and RMB25,001,000 (equivalent to approximately HK\$27,176,000) respectively, and their state including serviceable condition and depreciable life, which were reviewed by Greengold Leasing's experienced leasing team. The consideration amount for the transfer of ownership of the Assets will be funded through the internal resources of the Group and/or external banking facilities.

Lease period

Greengold Leasing will lease back the Assets to the Lessee for its use and possession for a term of 5 years commencing from the day the consideration for the Assets transfer has been paid by Greengold Leasing.

Payments under the Finance Leases

In respect of Finance Lease 1, the total amount of lease payments is approximately RMB60,803,000 (equivalent to approximately HK\$66,093,000), comprising (a) the lease principal payment of RMB50,000,000 (equivalent to approximately HK\$54,350,000) and (b) the aggregate lease interest and other fees and expenses under the relevant Incidental Documentation of approximately RMB10,803,000 (equivalent to approximately HK\$11,743,000). Both the lease principal and interest will be paid quarterly over the lease period.

In respect of Finance Lease 2, the total amount of lease payments is approximately RMB30,402,000 (equivalent to approximately HK\$33,047,000), comprising (a) the lease principal payment of RMB25,000,000 (equivalent to approximately HK\$27,175,000) and (b) the aggregate lease interest and other fees and expenses under the relevant Incidental Documentation of approximately RMB5,402,000 (equivalent to approximately HK\$5,872,000). Both the lease principal and interest will be paid quarterly over the lease period.

The terms of the Finance Leases, including the lease principal and interest, were determined after arm's length negotiations between the parties to the Finance Leases with reference to the lending and interest rate environment including the loan prime rate published by the National Interbank Funding Center from time to time (for reference purpose, the prevailing loan prime rate was 3.45% as at the date of the Finance Leases), and adjustments taking into account the principal amount of the Finance Leases and availability of funds, the interest risk of financing and servicing costs over the lease period, the credit risks associated and the overall return target and risk tolerance of the Group for the Finance Leases on a case by case basis.

Termination and transfer of the Assets to the Lessee

The Lessee may terminate the Finance Leases provided that all outstanding amounts due thereunder have been settled. At the end of the lease period or in the event of an early termination of the Finance Leases, subject to the settlement of all outstanding amounts due, the Lessee had agreed to purchase the Assets at a nominal purchase price of RMB100 each (equivalent to approximately HK\$108.7).

Guarantees

The Guarantors had executed guarantees on the date of the Finance Leases guaranteeing Greengold Leasing, effectively on a joint and several basis, the due and punctual settlement of any and all amount payable by the Lessee under the Finance Leases.

Pledges

Pursuant to the asset pledge agreements entered into between Greengold Leasing and the Lessee on the date of the Finance Leases, although the ownership of the Assets shall be transferred to Greengold Leasing as lessor as part of the Finance Leases, the Assets are treated as security of payment obligations of the Lessee under the Finance Leases and the Lessee may continue to utilize the Assets during the lease term.

The Lessee had executed a receivables pledge agreement in favour of Greengold Leasing, pledging its rights in receivables under certain sewage treatment agreements and their supplemental agreements (with pledge receivables in the total amount of RMB270,000,000 (equivalent to approximately HK\$293,490,000)) as security of its payment obligations under the Finance Leases.

The Lessee had also executed a pledge agreement in favour of Greengold Leasing, pledging 100% interests of its three bank accounts (representing the pledge receivables of all outstanding amounts due) for a term of 6 years, as security of its payment obligations under the Finance Leases.

Additionally, Guarantor 1 had executed a share pledge agreement in favour of Greengold Leasing, pledging 87.8% of its shareholding interests in the Lessee (with pledge receivables in the total amount of RMB270,000,000 (equivalent to approximately HK\$293,490,000)) for a term of 6 years, as security of the Lessee's payment obligations under the Finance Leases.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASES AND INCIDENTAL DOCUMENTATION

The entering into of the Finance Leases and Incidental Documentation is part of Greengold Leasing's ordinary and usual course of business and is expected to provide a stable revenue and cashflow to the Group.

The Directors consider that the Finance Leases and Incidental Documentation and the transactions contemplated thereunder are on normal commercial terms which are made on an arm's length basis and are fair and reasonable and in the best interests of the Group and the Shareholders as a whole.

INFORMATION ON THE ASSETS

The Assets 1 comprise certain designated sewage treatment equipment and facilities of the Lessee situated in Huainan City, Anhui Province, the PRC.

The Assets 2 comprise other certain designated sewage treatment equipment and facilities of the Lessee situated in Huainan City, Anhui Province, the PRC.

The Lessee will bear any maintenance, taxation and other costs and levies associated with the Assets.

LISTING RULES IMPLICATION

As one of the applicable percentage ratios for the transactions contemplated under the Finance Leases and Incidental Documentation exceeds 25% but all of them are less than 100%, the entering into of such transactions constitutes a major transaction for the Company under the Listing Rules and is subject to the announcement, circular and shareholders' approval requirements under the Listing Rules.

No Shareholder is materially interested in the Finance Leases and Incidental Documentation and no Shareholder is required to abstain from voting at a general meeting of the Company approving the transactions contemplated under the Finance Leases and Incidental Documentation, and the Company has, pursuant to Rule 14.44 of the Listing Rules, obtained written approval of the transactions contemplated under the Finance Leases and Incidental Documentation from Prize Rich Inc., a Shareholder holding 1,222,713,527 issued ordinary shares of the Company (representing 71.41% of its entire issued share capital). As such, the Company is exempted from convening a general meeting to approve the transactions contemplated under the Finance Leases and Incidental Documentation.

A circular containing further information on the Finance Leases and Incidental Documentation is expected to be published on the websites of the Stock Exchange and the Company on or before 16 April 2024.

PRINCIPAL BUSINESSES OF THE PARTIES

The Group

The Group is principally engaged in wellness elderly care, finance leasing, big data and civil explosives businesses. Through its joint ventures and associated companies, the Group also participates and invests in fast growing sectors, including electric utilities in the PRC.

Greengold Leasing

Greengold Leasing is a subsidiary of the Company, which is principally engaged in the provision of financing, including through finance leasing, with a focus on environmental protection projects in the PRC.

The Lessee

The Lessee is a limited liability company established in the PRC and is principally engaged in sewage treatment in Anhui Province, the PRC.

The Guarantors

Guarantor 1 is a limited liability company established in the PRC and is principally engaged in sewage treatment.

Guarantor 2 is a natural person and is a director of a company which is engaged in the sewage treatment.

Guarantor 3 is a natural person and is a manager of a company which is engaged in the sewage treatment.

Guarantor 4 is a natural person and is a manager of a company which is engaged in the sewage treatment.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following terms have the meanings as respectively ascribed below:

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| “Assets 1” | shall have the meaning as disclosed in the section headed “INFORMATION ON THE ASSETS” in this announcement |
| “Assets 2” | shall have the meaning as disclosed in the section headed “INFORMATION ON THE ASSETS” in this announcement |
| “Assets” | collectively, Assets 1 and Assets 2 |
| “Board” | the board of Directors of the Company |
| “Company” | Hing Yip Holdings Limited (formerly known as China Investments Holdings Limited), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00132) |
| “Director(s)” | the director(s) of the Company |
| “Finance Lease 1” | the finance lease agreement dated 21 March 2024 entered into between Greengold Leasing and the Lessee in relation to the transfer of ownership and lease back of the Assets 1 |
| “Finance Lease 2” | the finance lease agreement dated 21 March 2024 entered into between Greengold Leasing and the Lessee in relation to the transfer of ownership and lease back of the Assets 2 |

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| “Finance Leases” | collectively, Finance Lease 1 and Finance Lease 2 |
| “Greengold Leasing” | Canton Greengold Financial Leasing Ltd.* (廣東綠金融資租賃有限公司), a company incorporated in the PRC with limited liability and a subsidiary of the Company |
| “Group” | the Company and its subsidiaries |
| “Guarantor 1” | Huainan Keding Environmental Technology Co., Ltd.* (淮南科鼎環保科技有限公司), a company incorporated in the PRC with limited liability, which is held as to 52% by Guarantor 2 and 48% by Guarantor 4, all being Independent Third Parties |
| “Guarantor 2” | Ji Mei* (紀梅), a Chinese individual and an Independent Third Party |
| “Guarantor 3” | Chen Yajun* (陳亞軍), a Chinese individual and an Independent Third Party |
| “Guarantor 4” | Chen Jiqing* (陳紀青), a Chinese individual and an Independent Third Party |
| “Guarantors” | collectively, Guarantor 1, Guarantor 2, Guarantor 3 and Guarantor 4 |
| “Hong Kong” | the Hong Kong Special Administrative Region of the PRC |
| “HK\$” | Hong Kong Dollar, the lawful currency of Hong Kong |
| “Huifu Fund” | Fuyang Huifu Equity Investment Fund Partnership (Limited Partnership)* (阜陽匯富股權投資基金合夥企業(有限合夥)), a limited partnership incorporated in the PRC, which is ultimately held as to 49% by State-owned Assets Supervision and Administration Commission of People’s Government of Anhui Province* (安徽省人民政府國有資產監督管理委員會), 22.8% by Wang Minglai* (汪明來), approximately 5.3% by Wang Jiming* (汪季明), approximately 1.88% by Liu Ennian* (劉恩年), approximately 18.2% by State-owned Assets Supervision and Administration Commission of People’s Government of Fuyang City* (阜陽市人民政府國有資產監督管理委員會), approximately 1.82% by the State Council of the PRC, and 1% by 9 Chinese individuals, all being Independent Third Parties |
| “Incidental Documentation” | the agreements incidental to the Finance Leases, including the transfer agreements, the guarantees, the consultancy agreements, the asset pledge agreements, the receivables pledge agreement, share pledge agreement and the pledge agreement |

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| “Independent Third Party(ies)” | (an) independent third party(ies) not connected with the Group and any Director, chief executive or substantial shareholder of the Group or any of its subsidiaries or their respective associate of any of them as defined in the Listing Rules |
| “Lessee” | Anhui Aigesai Environmental Investment Development Co., Ltd.* (安徽艾葛賽環境投資開發有限公司), a company incorporated in the PRC with limited liability, which is held as to 87.8% by Guarantor 1 and 12.2% by Huifu Fund, all being Independent Third Parties |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “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 |
| “RMB” | Renminbi, the lawful currency of the PRC |
| “Shareholder(s)” | shareholder(s) of the Company |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |

On behalf of
Hing Yip Holdings Limited
HE Xiangming
Chairman

Hong Kong, 21 March 2024

As at the date of this announcement, the Board consists of three executive Directors, namely Mr. HE Xiangming (Chairman), Mr. FU Weiqiang (President) and Mr. YOU Guang Wu, one non-executive Director, namely Mr. SHI Xuguang and three independent non-executive Directors, namely Mr. CHAN Kwok Wai, Mr. PENG Xinyu and Ms. LIN Junxian.

For the purpose of this announcement, amounts denominated in RMB have been translated into HK\$ at the indicative exchange rate of RMB1 = HK\$1.087.

* *For identification purpose only*