

*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.*

*This announcement is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the shares or other securities of the Company.*

## **DIFFER GROUP HOLDING COMPANY LIMITED**

**鼎豐集團控股有限公司**

*(incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 8056)**

### **PLACING OF BONDS**

**Placing Agent**



**信達國際證券有限公司**  
CINDA INTERNATIONAL SECURITIES LIMITED

#### **PLACING OF BONDS**

On 15 April 2015 (after trading hours), the Company entered into the Placing Agreement with Cinda International Securities Limited (the “**Placing Agent**”), whereby the Company has agreed to issue and the Placing Agent has agreed, on a best effort basis, to act as the placing agent to procure Placees to subscribe for the Bonds with an aggregate principal amount of up to HK\$100,000,000.

**Completion of the Placing of Bonds is subject to the fulfilment of the terms and conditions under the Placing Agreement and the Placing Agent’s rights of termination of the Placing under the Placing Agreement. Accordingly, the Placing may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.**

This announcement is made by Differ Group Holding Company Limited (the “**Company**”) pursuant to the Inside Information Provision (as defined under the GEM Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong, and Rule 17.10 of the GEM Listing Rules.

## THE PLACING AGREEMENT

On 15 April 2015 (after trading hours), the Company and the Placing Agent entered into the Placing Agreement pursuant to which the Placing Agent has agreed to, on a best effort basis, to procure Placees to subscribe for the Bonds with an aggregate principal amount of up to HK\$100,000,000.

Set out below is a summary of the principal terms of the Placing Agreement:

Date : 15 April 2015 (after trading hours)

Issuer : The Company

Placing Agent : The Placing Agent

To the best of the Directors' knowledge, information and belief after having made all reasonable enquires, as at the date of this announcement, each of the Placing Agent and its ultimate beneficial owners is an Independent Third Party.

Placees : The Bonds will be placed to independent Placees who will be professional, institutional or private investors, and who and whose ultimate beneficial owner(s) are Independent Third Parties.

Aggregate Principal Amount : Up to HK\$100,000,000

Placing Period : The period commencing immediately after the date of the Placing Agreement and ending on the earlier of (i) six (6) months from the date of the Placing Agreement, or (ii) the date on which the Placing Agent successfully procures the Placees to subscribe for the Bonds in an aggregate principal amount of HK\$100,000,000 (in both cases, both dates inclusive), or such other period as agreed between the Company and the Placing Agent in writing.

Placing Completion : Subject to the termination rights of the Placing Agent under the Placing Agreement, placing completion shall take place within three (3) business days upon the issuance of a completion notice by the Placing Agent to the Company during the Placing Period.

### **Conditions precedent to the Placing Agreement**

Completion of the Placing Agreement in respect of the Placing are conditional upon the following conditions being fulfilled on or before the expiry date of the Placing Period (or such later date(s) as may be agreed between the Placing Agent and the Company in writing):

- (i) the Placing Agent has successfully procured Placee(s) to subscribe for the Bonds;
- (ii) all necessary approvals, consents and authorizations (including but not limited to those of any third party) have been obtained by the Company and remain effective and have not been withdrawn; and
- (iii) the obligations of the Placing Agent under the Placing Agreement have not been terminated in accordance with the terms and conditions thereof.

If any of the conditions above are not fulfilled on or before the expiry date of the Placing Period (or such later time or date(s) as may be agreed between the Placing Agent and the Company in writing), the Placing Agent may, at any time thereafter, terminate its obligations under the Placing Agreement by notice in writing to the Company, whereupon the obligations of the Placing Agent under the Placing Agreement shall forthwith cease and terminate and neither the Company nor the Placing Agent shall have any claim against any of the others, save for any antecedent breach thereof.

### **Termination Rights of the Placing Agent**

The Placing Agent may, by notice to the Company given at any time prior to 9:00 a.m. on the relevant date(s) of Placing Completion, terminate the Placing Agreement in writing if the success of the Placing contemplated thereunder would be materially and adversely affected by:

- (i) the occurrence of any local, national or international financial, political or economic conditions or taxation or exchange controls as would be likely to prejudice materially the consummation of the Placing; or
- (ii) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any matter whatsoever which in the opinion of the Placing Agent, acting reasonably, may materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Placing; or

- (iii) any material breach of any of the representations and warranties set out in the Placing Agreement comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or before the date of the Placing Agreement and prior to the relevant date(s) of Placing Completion which in the opinion of the Placing Agent, acting reasonably, if it had occurred or arisen before the date of this Agreement would have rendered any such representation and warranties untrue and incorrect in any material respect or there has been a material breach by the Company of any other provision of the Placing Agreement; or
- (iv) there is any adverse change in the financial position of the Company which in the opinion of the Placing Agent, acting reasonably, is material in the context of the Placing; or
- (v) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (vi) any suspension in the trading of the Company's securities on the Stock Exchange for a period of more than 15 consecutive Business Days.

## **PRINCIPAL TERMS OF THE BONDS**

The principal terms of the Bonds are summarised below:

Aggregate principal amount	:	Up to HK\$100,000,000.
Denomination	:	In denominations of HK\$1,000,000.
Interest	:	5.5% per annum, accrued daily on a 365-day year basis and payable twice per annum in arrears on 30 June and 31 December respectively, from the date of issue of the Bonds up to the maturity date of the relevant Bonds or date of redemption of the Bonds whichever is earlier. The first payment of interest will be payable on 31 December 2015.
Maturity date	:	The third (3rd) anniversary of the date(s) of issue of the relevant Bonds.
Status	:	The Bonds constitute direct, unconditional and unsecured obligations of the Company and shall rank pari passu among themselves and at all times rank at least pari passu with all other present and future unsecured obligations of the Company.

Transferability : The Bonds may be transferred in whole multiples of HK\$1,000,000 and may be transferred to any person provided that none of the Bonds shall be transferred to a Connected Person of the Company without the consent of the Stock Exchange.

Listing : No application will be made for the listing of the Bonds.

The terms of the Bonds were determined after arm's length negotiations between the Company and the Placing Agent with reference to the prevailing market conditions.

### **REASONS FOR THE PLACING AND USE OF PROCEEDS**

The Company is an investment holding company. The Group is principally engaged in the provision of (I) financing guarantee, (II) pawn loans, (III) financial consultation services, (IV) entrusted loans, (V) finance lease services and (VI) distressed asset management business.

Assuming the Bonds are placed in full, the maximum gross proceeds from the Placing will be HK\$100,000,000. The net proceeds from the issue of the Bonds will be utilised for the Group's business development including, in particular, for lending to the Group's customers in the ordinary and usual course of the Group's business of the provision of various types of short to medium-term financing as well as for the general working capital of the Group.

The Board considers that the Placing is in the best interest of the Company and the Shareholders as a whole.

**The Placing Completion is subject to, amongst other things, the Placing Agent's right of termination of the Placing under the Placing Agreement. Accordingly, the Placing may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.**

### **DEFINITIONS**

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

“Board” board of Directors

“Bond(s)” 5.5% per annum coupon unlisted and unsecured bonds to be issued by the Company in an aggregate principal amount of up to HK\$100,000,000 maturing on the third (3rd) anniversary of the date of issue

“Bondholder(s)”	a person in whose name a Bond is registered in the register of Bondholders, and “holder” in relation to a Bond has a corresponding meaning
“Business Day(s)”	any day (excluding Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business
“Company”	Differ Group Holding Company Limited, a company incorporated in the Cayman Islands with limited liability, and the shares of which are listed on the Growth Enterprise Market of the Stock Exchange (stock code: 08056)
“Completion Date”	the date within the Placing Period after the Placing Agent has served a completion notice on the Company for each Placing
“Connected Person(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“Directors”	directors of the Company
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries from time to time
“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 Third Party”	A party which/who is not a Connected Person of the Company and is independent of the Company and its Connected Persons
“Placee(s)”	the subscriber(s) of the Bond(s) which the Placing Agent will procure on a best effort basis pursuant to the Placing Agreement
“Placing”	the placing of the Bonds by the Placing Agent on a best effort basis pursuant to the terms of the Placing Agreement

“Placing Agent”	Cinda International Securities Limited, a corporation licensed to carry out type 1 (dealing in securities) regulated activities under the SFO
“Placing Agreement”	the placing agreement dated 15 April 2015 entered into between the Company and Placing Agent in relation to the Placing
“Placing Completion”	the completion of the Placing in accordance with the terms and conditions of the Placing Agreement
“SFO”	Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong
“Shareholder(s)”	the shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

By order of the Board  
**Differ Group Holding Company Limited**  
**Hong Mingxian**  
*Chairman and Executive Director*

Hong Kong, 15 April 2015

*As at the date of this announcement, the Board of the Company comprises Mr. Hong Mingxian (Chairman), Mr. Ng Chi Chung (Chief Executive Officer), Mr. Cai Huatan as the executive Directors, Mr. Cai Jianfeng, Mr. Wu Qinghan as the non-executive Directors and Mr. Chan Sing Nun, Mr. Tsang Hin Man Terence, Mr. Zeng Haisheng as the independent non-executive Directors.*

*This announcement, for which the Directors of the Company collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the “Latest Company Announcements” page of the GEM website at [www.hkgem.com](http://www.hkgem.com) for at least 7 days from the date of its publication and on the Company’s website at [www.dfh.cn](http://www.dfh.cn).*