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CIFI Holdings (Group) Co. Ltd.
旭輝控股(集團)有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 00884)

SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE

On 27 July 2017 (after trading hours), the Company, the Ping An Investment Manager and the Ping An Investor entered into the Ping An Subscription Agreement pursuant to which the Company has conditionally agreed to issue and allot the 545,000,000 Ping An Subscription Shares to Ping An Investment Manager at a price of HK\$3.50 per Ping An Subscription Share. Ping An Investment Manager has been appointed as an investment manager by Ping An Investor and is subscribing for the Ping An Subscription Shares on behalf of Ping An Investor.

The 545,000,000 Ping An Subscription Shares under the Ping An Subscription represent (i) approximately 7.99% of the existing issued share capital of the Company of 6,821,611,636 Shares as at the date of this announcement; and (ii) approximately 7.40% of the Company's issued share capital of 7,366,611,636 Shares as enlarged by the Ping An Subscription Shares. The Ping An Subscription Price of HK\$3.50 represents (i) a discount of approximately 9.33% to the average of the closing prices per Share as quoted on the Stock Exchange for the five consecutive trading days prior to the date of the Ping An Subscription Agreement of approximately HK\$3.86 per Share; and (ii) a discount of approximately 12.94% to the closing price of HK\$4.02 per Share as quoted on the Stock Exchange on 27 July 2017, being the date of the Ping An Subscription Agreement.

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Ping An Subscription Shares. The Ping An Subscription Shares will be allotted and issued under the General Mandate.

The net proceeds from the Ping An Subscription will be approximately HK\$1,907 million. The Company intends to apply the net proceeds for its development and/or for general working capital of the Group.

Completion of the Ping An Subscription is subject to the satisfaction of the conditions precedent in the Ping An Subscription Agreement and the customary termination rights of Ping An Investment Manager and Ping An Investor. As the Ping An Subscription may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

PING AN SUBSCRIPTION AGREEMENT

Date: 27 July 2017 (after trading hours)

Issuer: The Company

Subscriber: Ping An Investment Manager, as an investment manager appointed by Ping An Investor, which will subscribe for the Ping An Subscription Shares on behalf of Ping An Investor. As at the date of this announcement, Ping An Investment Manager, Ping An Investor and their respective associates in aggregate own 200,694,000 Shares, representing approximately 2.94% of the issued Shares.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, (i) Ping An Investment Manager, Ping An Investor and their ultimate beneficial owners are third parties independent of the Company and are not connected persons (as defined in the Listing Rules) of the Company, and (ii) each of Ping An Investment Manager and Ping An Investor is an Independent Third Party.

Ping An Subscription Shares

The 545,000,000 Ping An Subscription Shares under the Ping An Subscription represent (i) approximately 7.99% of the existing issued share capital of the Company of 6,821,611,636 Shares as at the date of this announcement; and (ii) approximately 7.40% of the Company's issued share capital of 7,366,611,636 Shares as enlarged by the Ping An Subscription Shares.

Ranking of Ping An Subscription Shares

The Ping An Subscription Shares will, upon issue, rank pari passu in all respects with the Shares in issue on the date of allotment and issue of the Ping An Subscription Shares.

Ping An Subscription Price

The Ping An Subscription Price of HK\$3.50 represents:

- (i) a discount of approximately 9.33% to the average of the closing prices per Share as quoted on the Stock Exchange for the five consecutive trading days prior to the date of the Ping An Subscription Agreement of approximately HK\$3.86 per Share; and
- (ii) a discount of approximately 12.94% to the closing price of HK\$4.02 per Share as quoted on the Stock Exchange on 27 July 2017, being the date of the Ping An Subscription Agreement.

The Ping An Subscription Price was determined with reference to the prevailing market price of the Share and was negotiated on an arm's length basis between the Company and Ping An Investment Manager. The Directors consider that the terms of the Ping An Subscription are on normal commercial terms and are fair and reasonable based on the current market conditions and the Ping An Subscription is in the interests of the Company and the Shareholders as a whole.

Company's Undertaking

For so long as Ping An Investment Manager, Ping An Investor and parties acting in concert with them (within the meaning of The Codes on Takeovers and Mergers and Share Buy-Backs) in aggregate beneficially hold five per cent or more of the Shares in issue, Ping An Investor shall from time to time have the right to nominate for appointment a person designated by Ping An Investor as a non-executive member of the Board of the Company (the “**Investor Director**”). Rosy Fortune, Ding Chang and Rain Mountain (the “**Major Shareholders**”) shall, prior to the Closing Date (as defined below under the section headed “Completion of the Ping An Subscription”), enter into a shareholder’s undertaking (the “**Major Shareholder Undertaking**”) pursuant to which the Major Shareholders will undertake to nominate the relevant Investor Director from time to time to the fullest extent as permitted by law and the Listing Rules and to vote in favour of such nomination of the relevant Investor Director at any shareholder meeting. The Company shall, subject to (i) the fullest extent as permitted by law and the Listing Rules, (ii) the Company having obtained all necessary corporate approvals in connection with the appointment of the Investor Director and (iii) the Investor Director having satisfied the director eligibility requirements under the Listing Rules and the Investor Director having given consent to act as a director of the Company, complete the procedure for the appointment of the first Investor Director after the date of Ping An Subscription Agreement by no later than 31 December 2017.

General Mandate

The Ping An Subscription Shares will be issued under the General Mandate granted to the Directors by a resolution of the Shareholders passed at the AGM subject to the limit of up to 20% of the issued share capital of the Company as at the date of the AGM, (i.e. 1,362,079,256 Shares, representing 20% of 6,810,396,281 Shares in issue as at the date of the AGM). Up to the date of this announcement, no Shares have been issued under the General Mandate. The Ping An Subscription is not subject to Shareholders’ approval.

Condition of the Ping An Subscription

Completion of the Ping An Subscription is subject to the fulfillment, or waiver by Ping An Investment Manager, of the following conditions (other than items (e) and (f) which shall not be waived):

- a) the execution and delivery (on or before the Closing Date) of the Major Shareholder Undertaking;
- b) the representations and warranties of the Company in the Ping An Subscription Agreement are accurate and correct at the Closing Date, and as if made on such date;
- c) the Company having performed all of its obligations under the Ping An Subscription Agreement to be performed on or before the Closing Date;

- d) between the date of the Ping An Subscription Agreement and the Closing Date, there shall not have occurred any change (or any development or event involving a prospective change) which has a Material Adverse Effect on (i) the condition (financial or otherwise), results of operations, general affairs or properties of the Group taken as a whole, or (ii) the ability of the Company to perform its obligations under the Ping An Subscription Agreement, or which are otherwise material in the context of the issue of the Ping An Subscription Shares. The Company shall, on the Closing Date, deliver a certificate confirming no material adverse change;
- e) on or prior to the Closing Date there shall have been delivered to Ping An Investment Manager resolutions of the Board of the Company and all other consents and approvals required in relation to the issue of the Ping An Subscription Shares and such other consent and approval (if applicable) shall as of the Closing Date remain in full force and effect;
- f) the Stock Exchange having agreed to grant the listing of, and permission to deal in, the Ping An Subscription Shares; and
- g) on or before the Closing Date, there having been delivered to Ping An Investment Manager an opinion dated the Closing Date as to the Company's due incorporation, corporate power and authority to execute, deliver and perform the Ping An Subscription Agreement and the transactions contemplated herein and other matters, in form and substance customarily delivered by the legal advisers to the Company as to Cayman Islands law, in transactions of a type similar to that contemplated in the Ping An Subscription Agreement.

In between the date of the Ping An Subscription Agreement and 9:00 a.m. (Hong Kong time) on the Closing Date, either Ping An Investment Manager or Ping An Investor may by written notice to the Company terminate the Ping An Subscription Agreement under circumstances customary to transactions of this kind, including if any representations and warranties of the Company become untrue or incorrect, or if there is any material adverse change or occurrence of any event with a Material Adverse Effect.

Completion of the Ping An Subscription

Completion of the Ping An Subscription will take place on 10 August 2017 or such earlier or later date as may be agreed between the Company, Ping An Investment Manager and Ping An Investor but no later than 24 August 2017 (the "**Closing Date**"), after the fulfillment of the conditions (or waived, if applicable) as set out in the Ping An Subscription Agreement.

Completion of the Ping An Subscription is subject to the satisfaction of the conditions precedent in the Ping An Subscription Agreement and the customary termination rights of Ping An Investment Manager and Ping An Investor. As the Ping An Subscription may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Board confirms that the Company has not conducted any equity fund raising activities in the past twelve months immediately preceding the date of this announcement.

REASONS FOR THE PING AN SUBSCRIPTION AND USE OF PROCEEDS

The Group is principally engaged in the property development and property investment businesses in the PRC.

Ping An Investment Manager is the investment manager of Ping An Investor. Ping An Investor is one of the leading comprehensive financial service providers in the PRC.

The Board considers that the Ping An Subscription represents a good opportunity to broaden the Shareholders base and to raise equity capital for the Company for its future business developments. The Directors consider that the Ping An Subscription is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The net proceeds from the Ping An Subscription will be approximately HK\$1,907 million. The Company intends to apply the net proceeds for its development and/or for general working capital of the Group.

EFFECTS ON SHAREHOLDING STRUCTURE

The existing and anticipated enlarged shareholding structure of the Company (1) as of date of this announcement, and (2) after the completion of the Ping An Subscription are set out below:

	As of date of this announcement		After completion of the Ping An Subscription	
	No. of Shares	Approximate %	No. of Shares	Approximate %
Rosy Fortune (Note 1)	2,259,037,975	33.12%	2,259,037,975	30.67%
Ding Chang (Note 2)	1,175,675,671	17.23%	1,175,675,671	15.96%
Eminent Talent (Note 3)	651,952,559	9.56%	651,952,559	8.85%
Rain Mountain (Note 4)	205,670,580	3.01%	205,670,580	2.79%
LIN Zhong (Note 5)	6,456,000	0.09%	6,456,000	0.09%
Controlling shareholders	4,298,792,785	63.02%	4,298,792,785	58.36%
TAN Wee Seng (Note 6)	600,000	0.01%	600,000	0.01%
Public				
Ping An Investor and its associates (Note 7)	200,694,000	2.94%	745,694,000	10.12%
Other Existing Shareholders	2,321,524,851	34.03%	2,321,524,851	31.51%
Total	6,821,611,636	100.00%	7,366,611,636	100.00%

Notes:

- (1) Rosy Fortune is wholly held by LIN's Family Trust, which is a family trust jointly set up by Mr. LIN Zhong, Mr. LIN Wei and Mr. LIN Feng, being the executive Directors, as settlors. Mr. LIN Zhong, Mr. LIN Wei and Mr. LIN Feng are brothers and the founders of the Group.
- (2) Ding Chang is wholly held by Sun Success Trust, which is a family trust set up by Mr. LIN Zhong, being an executive Director, as settlor.
- (3) Eminent Talent is wholly held by Mr. LIN Wei, being an executive Director.
- (4) Rain-Mountain is wholly held by Sun-Mountain Trust, which is a family trust set up by Mr. LIN Feng, being an executive Director, as settlor.
- (5) These Shares are held by Mr. LIN Zhong, an executive Director, as beneficial owner.
- (6) These Shares are held by Mr. TAN Wee Seng, an independent non-executive Director, as beneficial owner.
- (7) These Shares are held by the Ping An Investment Manager, on behalf of the Ping An Investor.

TERMS USED IN THIS ANNOUNCEMENT

In this announcement, unless the context otherwise required, the following terms and expressions shall have the following meanings when used herein.

“AGM”	the annual general meeting of the Company held on 21 April 2017
“Board”	board of Directors
“Business Day”	any day (not being a Saturday, Sunday and public or statutory holiday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Company”	CIFI Holdings (Group) Co. Ltd. (旭輝控股(集團)有限公司), an exempted company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange
“Ding Chang”	Ding Chang Limited (鼎昌有限公司), a company incorporated with limited liability in the British Virgin Islands
“Directors”	the directors of the Company
“Eminent Talent”	Eminent Talent Limited (卓駿有限公司), a company incorporated with limited liability in British Virgin Islands

“General Mandate”	the general mandate to allot, issue and deal with Shares granted to the Directors by resolution of the Shareholders passed at the AGM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	an individual(s) or a company(ies) who or which is(are) independent of and not connected with (within the meaning of the Listing Rules) any Directors, chief executive or substantial shareholders, of the Company, its subsidiaries or any of their respective associate(s)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Material Adverse Effect”	any circumstance or event which has material adverse effect on (A) the condition (financial or otherwise), prospects, results of operations, general affairs or properties of the Group taken as a whole, or (B) the ability of the Company to perform its obligations under the Ping An Subscription Agreement, or which are otherwise material in the context of the issue of the Ping An Subscription Shares
“Ping An Investment Manager”	Ping An of China Asset Management (Hong Kong) Company Limited, a limited liability company incorporated under the laws of Hong Kong, which is the investment manager of the Ping An Investor
“Ping An Investor”	Ping An Life Insurance Company of China, Ltd., a company incorporated in the PRC
“Ping An Subscription”	the subscription of the Ping An Subscription Shares pursuant to the terms of the Ping An Subscription Agreement
“Ping An Subscription Agreement”	the conditional subscription agreement dated 27 July 2017 entered into between the Company, Ping An Investment Manager and Ping An Investor in relation to the Ping An Subscription
“Ping An Subscription Price”	HK\$3.50 per Ping An Subscription Share

“Ping An Subscription Share(s)”	545,000,000 new Shares to be allotted and issued to the Ping An Investment Manager on behalf of the Ping An Investor pursuant to the terms and conditions of the Ping An Subscription Agreement
“PRC”	The People’s Republic of China
“Rain-Mountain”	Rain-Mountain Limited, a company incorporated with limited liability in the British Virgin Islands
“Rosy Fortune”	Rosy Fortune Investments Limited (茂福投資有限公司), a company incorporated with limited liability in the British Virgin Islands
“Share(s)”	the ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board
CIFI Holdings (Group) Co. Ltd.
LIN Zhong
Chairman

Hong Kong, 27 July 2017

As at the date of this announcement, the Board comprises Mr. LIN Zhong, Mr. LIN Wei and Mr. LIN Feng as executive Directors and Mr. GU Yunchang, Mr. ZHANG Yongyue and Mr. TAN Wee Seng as independent non-executive Directors.