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遠東宏信有限公司
FAR EAST HORIZON LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 3360)

DISCLOSEABLE TRANSACTIONS DISPOSAL OF UNDERLYING ASSETS

THE IFELC DISPOSAL

The Board is pleased to announce that, on 17 December 2021, IFELC, a direct wholly-owned subsidiary of the Company, and the Purchaser entered into the IFELC Assets Disposal Agreement, pursuant to which, among other things, IFELC has conditionally agreed to sell and the Purchaser has conditionally agreed to acquire the IFELC Underlying Assets at the IFELC Consideration of RMB1,306,500,000.00.

THE FETJ DISPOSAL

The Board is pleased to announce that, on 17 December 2021, 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 RMB224,700,000.00.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Disposal, being the IFELC Disposal and the FETJ Disposal, on an aggregate basis, is more than 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements under the Listing Rules.

The Board is pleased to announce that,

- (a) on 17 December 2021, IFELC, a direct wholly-owned subsidiary of the Company, and the Purchaser entered into the IFELC Assets Disposal Agreement, pursuant to which, among other things, IFELC has conditionally agreed to sell and the Purchaser has conditionally agreed to acquire the IFELC Underlying Assets at the IFELC Consideration of RMB1,306,500,000.00; and
- (b) on 17 December 2021, 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 RMB224,700,000.00.

IFELC ASSETS DISPOSAL AGREEMENT

Date:

17 December 2021

Parties:

Vendor: 遠東國際融資租賃有限公司(International Far Eastern Leasing Co., Ltd.*), a direct wholly-owned subsidiary of the Company

Purchaser: 天風(上海)證券資產管理有限公司(Tianfeng (Shanghai) Securities Asset Management Co., Ltd.*)

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.

IFELC Underlying Assets to be disposed of:

The IFELC Underlying Assets represent the rights and interest (present and future, existing and contingent) of IFELC pursuant to the underlying IFELC Finance Leases as at the Record Date (inclusive). The IFELC Underlying Assets include (1) all creditor's rights under the IFELC 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 IFELC and other payments to be made by lessees to IFELC under the IFELC Finance Leases as at the Record Date (inclusive); (2) all security rights and interests attached to all creditor's rights as stated in (1), except for those created by foreign entities for the benefit of IFELC (if any); (3) the proceeds from recovery, sale or otherwise disposal of the IFELC Underlying Assets; (4) the right to request, sue, recover or receive all the payments in relation to the IFELC Underlying Assets (no matter whether such payments are payable by the lessees under the IFELC Finance Leases); and (5) interests arising from commitments in relation to the IFELC Underlying Assets and all the rights and legal remedies arising from the IFELC Underlying Assets.

As of the Record Date, the carrying value of the IFELC Underlying Assets, being the amortised cost of lease receivables less any allowance for impairment, was approximately RMB1,293,364,514.

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

IFELC Consideration:

The IFELC Consideration payable by the Purchaser to IFELC for the IFELC Disposal of the IFELC Underlying Assets shall be RMB1,306,500,000.00.

IFELC and the Purchaser agreed that the value-added tax in relation to the IFELC Disposal shall be borne by IFELC and, any other taxes and expenses in relation to the IFELC Disposal shall be borne by IFELC (as the initial beneficiary under the IFELC Assets Disposal Agreement) unless otherwise agreed by IFELC and the Purchaser or required by laws. Other costs and expenses arising from the negotiation, signing and performance of the IFELC Assets Disposal Agreement, including but not limited to relevant intermediary agent fees, no matter the transactions contemplated thereunder will be completed or not, shall be borne by IFELC and the Purchaser respectively. The Purchaser shall instruct the Custodian Bank to pay the IFELC Consideration on the delivery date of the IFELC 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 IFELC Consideration was determined after arm's length negotiations between IFELC and the Purchaser after having taken into account the factors of the expected return rate on the IFELC Underlying Assets and the expected return rate on the ABS Programme by the market investors. The IFELC Consideration for the IFELC Disposal represents a premium of approximately RMB14 thousand to the outstanding aggregate amount of principals in relation to the IFELC Underlying Assets of approximately RMB1,306,485,971.40, after taking into consideration the associated credit risks relating to the IFELC Finance Leases and the IFELC Underlying Assets.

Conditions Precedent:

Conditions precedent to performance of obligations by IFELC

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

Redemption Arrangement:

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

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

The IFELC Underlying Assets (i) not being repaid within 90 days from the rent payment date as specified in the IFELC Finance Leases, or (ii) to be re-organized, re-determined in terms of repayment plan or extended (for avoidance of doubt, excluding those with re-determination of repayment plan but without extension of leasing period or reduction of the outstanding balance of principals and those subject to changes of IFELC Finance Leases by assets service agency within the authorisation as specified in the assets service agreements), are “**IFELC Default Assets**”. In cases that the IFELC Default Assets are repaid or settled by the lessee or the guarantor thereafter, such part of IFELC Underlying Assets will still be identified as IFELC Default 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 IFELC Unqualified Assets or IFELC Default Assets;
- (b) all write-off (for the purpose of the IFELC Assets Disposal Agreement, referring to the write-off of uncollectible accounts) of the principal amount in connection with the relevant IFELC Unqualified Assets or IFELC Default 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:

17 December 2021

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: 天風(上海)證券資產管理有限公司(Tianfeng (Shanghai) Securities Asset Management Co., Ltd.*)

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 (inclusive). 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, 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 all creditor's rights as stated in (1), except for those created by foreign entities for the benefit of FETJ (if any);

(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 RMB222,909,231.

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.

FETJ Consideration:

The FETJ Consideration payable by the Purchaser to FETJ for the FETJ Disposal of the FETJ Underlying Assets shall be RMB224,700,000.00.

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 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 represents a difference of approximately RMB10.6 thousand to the outstanding aggregate amount of principals in relation to the FETJ Underlying Assets of approximately RMB224,710,636.79, 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 under 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 or FETJ Default Assets (as defined below). FETJ shall redeem such FETJ Unqualified Assets or FETJ Default 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 FETJ Underlying Assets (i) not being repaid within 90 days from the rent payment date as specified in the FETJ Finance Leases, or (ii) to be re-organized, re-determined in terms of repayment plan or extended (for avoidance of doubt, excluding those with re-determination of repayment plan but without extension of leasing period or reduction of the outstanding balance of principals and those subject to changes of FETJ Finance Leases by assets service agency within the authorisation as specified in the assets service agreements), are “**FETJ Default Assets**”. In cases that the FETJ Default Assets are repaid or settled by the lessee or the guarantor thereafter, such part of FETJ Underlying Assets will still be identified as FETJ Default 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 or FETJ Default 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 Unqualified Assets or FETJ Default 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 2019 and 2020, which were prepared in accordance with Hong Kong Financial Reporting Standards, were as follows:

	Year ended 31 December 2019	Year ended 31 December 2020
	<i>(RMB: million)</i>	<i>(RMB: million)</i>

IFELC Underlying Assets

Net profits before taxation	1.00	14.00
Net profits after taxation	0.75	10.50

FETJ Underlying Assets

Net profits before taxation	0.00	1.00
Net profits after taxation	0.00	0.75

FINANCIAL IMPACT AND USE OF PROCEEDS FROM THE DISPOSAL

Immediately upon the payment of the Consideration, both IFELC 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 RMB1,112,119.65, 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 fundamental industries and leveraging the business model of integrating finance and industry to serve enterprises of greatest vitality with the support of the fast-growing and enormous economy in China. It provides integrated finance, investment, trade, advisory and engineering services in healthcare, cultural & tourism, engineering construction, machinery, chemical & medicine, electronic information, public consuming, transportation & logistics, urban public utility as well as other fundamental sectors.

INFORMATION OF IFELC AND FETJ

IFELC, a direct wholly-owned subsidiary of the Company, is a limited liability company incorporated in the PRC on 13 September 1991. IFELC is mainly engaged in the provision of integrated financial solutions built around finance leases and relevant commercial factoring business.

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 the provision of integrated financial solutions built around finance leases and relevant commercial factoring business in north east, north west and north area of the PRC.

INFORMATION OF THE PURCHASER

The Purchaser is 天風(上海)證券資產管理有限公司(Tianfeng (Shanghai) Securities Asset Management Co., Ltd.*), a company incorporated in the PRC on 24 August 2020. The Purchaser is wholly owned by Tianfeng Securities Co., Ltd., which is a company listed on the Shanghai Stock Exchange (stock code: 601162). The Purchaser mainly engages in securities and assets management.

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 2021, the consolidated total assets of the Company exceeded RMB333 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

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Disposal, being the IFELC Disposal and the FETJ Disposal, on an aggregate basis, is more than 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is 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 IFELC 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 IFELC Consideration and the FETJ Consideration
“Custodian Bank”	廣發銀行股份有限公司(China Guangfa Bank Co., Ltd.*)
“Director(s)”	the directors of the Company
“Disposal”	collectively, the IFELC 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 17 December 2021, entered into by FETJ and the Purchaser in relation to the FETJ Disposal
“FETJ Consideration”	the sum of RMB224,700,000.00, 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 9 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 (inclusive). 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, 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 all creditor’s rights as stated in (1), except for those created by foreign entities for the benefit of FETJ (if any); (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
“IFELC”	遠東國際融資租賃有限公司(International Far Eastern Leasing Co., Ltd.*), a limited liability company incorporated in the PRC and a direct wholly-owned subsidiary of the Company
“IFELC Assets Disposal Agreement”	the assets disposal agreement dated 17 December 2021, entered into by IFELC and the Purchaser in relation to the IFELC Disposal
“IFELC Consideration”	the sum of RMB1,306,500,000.00, being the consideration for the IFELC Disposal under the IFELC Assets Disposal Agreement
“IFELC Disposal”	the disposal of the IFELC Underlying Assets pursuant to the IFELC Assets Disposal Agreement
“IFELC Finance Leases”	the 38 finance leases entered into by IFELC (as lessor) and other lessees, the rights and interests from which so derived constitute the IFELC Underlying Assets

“IFELC Underlying Assets”	the rights and interest (present and future, existing and contingent) of IFELC pursuant to the underlying IFELC Finance Leases as at the Record Date (inclusive). The IFELC Underlying Assets include (1) all creditor’s rights under the IFELC 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 IFELC and other payments to be made by lessees to IFELC under the IFELC Finance Leases as at the Record Date (inclusive); (2) all security rights and interests attached to all creditor’s rights as stated in (1), except for those created by foreign entities for the benefit of IFELC (if any); (3) the proceeds from recovery, sale or otherwise disposal of the IFELC Underlying Assets; (4) the right to request, sue, recover or receive all the payments in relation to the IFELC Underlying Assets (no matter whether such payments are payable by the lessees under the IFELC Finance Leases); and (5) interests arising from commitments in relation to the IFELC Underlying Assets and all the rights and legal remedies arising from the IFELC 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
“Purchaser”	天風(上海)證券資產管理有限公司(Tianfeng (Shanghai) Securities Asset Management Co., Ltd.*), a company incorporated in the PRC
“Record Date”	18 September 2021
“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 IFELC 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 IFELC 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, 17 December 2021

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*