



CHINA JINJIANG ENVIRONMENT HOLDING COMPANY LIMITED

中国锦江环境控股有限公司

(Company Registration Number: 245144)

(Incorporated in the Cayman Islands on 8 September 2010)

China International Capital Corporation (Singapore) Pte. Limited was the sole issue manager, global coordinator, bookrunner and underwriter (the "**Sole Issue Manager, Global Coordinator, Bookrunner and Underwriter**") for the initial public offering of shares in, and listing of, China Jinjiang Environment Holding Company Limited on the Mainboard of the Singapore Exchange Securities Trading Limited. The Sole Issue Manager, Global Coordinator, Bookrunner and Underwriter assumes no responsibility for the contents of this announcement.

US\$200,000,000 TERM LOAN FACILITY AND DISCLOSURE PURSUANT TO RULE 704(31) OF THE LISTING MANUAL

1. INTRODUCTION

The Board of Directors (the "**Board**") of China Jinjiang Environment Holding Company Limited (the "**Company**" and together with its subsidiaries, the "**Group**") wishes to announce that the Company, as borrower, had on 12 June 2018 entered into a term facility agreement (the "**Agreement**") with, among others, Standard Chartered Bank (Hong Kong) Limited as original mandated lead arranger and bookrunners and agent of the finance parties ("**Agent**") in relation to a US dollar term loan facility of an aggregate amount of US\$200,000,000 (the "**Facility**").

2. RULES 704(31) AND 728 OF THE LISTING MANUAL

- 2.1 Pursuant to Rule 704(31) of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**Listing Manual**"), the Board wishes to announce that the Agreement contains conditions that make reference to the shareholding interests of the controlling shareholders of the Company, Mr. Dou Zhenggang and his spouse Ms. Wei Xuefeng, or place restrictions on any change in control of the Company, the details of which are set out in the Appendix to this announcement.
- 2.2 As at the date of this announcement, none of the conditions described in the Appendix has occurred. Assuming any such condition occurs, if the Majority Lenders (as defined in the Appendix hereto) so require, the Agent shall, by notice to the Company, cancel the aggregate commitments under the Facility and declare all outstanding loans under the Facility, together with accrued interest, and all other amounts accrued under the Agreement and related documents immediately due and payable, whereupon the aggregate commitments under the Facility will be cancelled and all such outstanding loans and amounts will become immediately due and payable. The aggregate maximum amount of the Facility as at the date of this announcement that may be affected by a breach of such conditions is approximately US\$200,000,000.
- 2.3 In compliance with Rule 728 of the Listing Manual, the Company has obtained undertakings from Mr. Dou Zhenggang and Ms. Wei Xuefeng for each of them to notify the Company, as soon as they become aware, of any share pledging arrangements, financial instruments or

other similar security arrangements relating to the shares in the Company that are beneficially owned, directly or indirectly, by them, or which they are entitled to control the exercise of the rights, and of any event which may result in a breach of the Agreement and/or any other documentation governing the Facility.

BY ORDER OF THE BOARD

Wang Yuanluo
Non-Executive, Non-Independent Chairman

13 June 2018

For further information, please contact:

Wang Ruihong
Executive Director and
Deputy General Manager
Tel: (86) 153 5618 3219
Email: wrh@hzjj.cn

Choo Beng Lor
Company Secretary and
Financial Controller
Tel: (65) 9745 3502
Email: zhuminglu@hzjj.cn

APPENDIX

7.2 Change of control

- (a) If a Change of Control occurs:
- (i) the Borrower shall promptly notify the Agent upon becoming aware of that event;
 - (ii) if the Majority Lenders so require, the Agent shall, by notice to the Borrower, cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Total Commitments will be cancelled and all such outstanding Loans and amounts will become immediately due and payable.
- (b) A **Change of Control** occurs if, at any time:
- (i) the Founders collectively do not or cease to:
 - (A) beneficially own, directly or indirectly, more than 45% of the issued share capital of the Borrower; or
 - (B) control the Borrower;
 - (ii) any person or group of persons acting in concert having the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to cast, or control the casting of the votes that might be cast at a general meeting of the Borrower such that the number of cast voted or controlled by such person or group of persons acting in concert is greater than the number of cast voted or controlled by the Founders collectively.
- (c) For the purpose of paragraph (b) above, **Founders** means:
- (i) Mr. Dou Zhenggang (抖正刚); and
 - (ii) Ms. Wei Xuefeng (尉雪凤).
- (d) For the purpose of paragraph (a) above, **control** of any person means having the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to appoint or remove all, or the majority, of the directors or other equivalent officers of that person or give directions with respect to the operating and financial policies of that person with which the directors or other equivalent officers of that person are obliged to comply.
- (e) For the purpose of paragraph (b) above, **acting in concert** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively cooperate, through acquisition directly or indirectly of shares in the Borrower by any of them, either directly or indirectly, to obtain or consolidate control of the Borrower.

Majority Lenders means a Lender or Lenders whose Commitments aggregate more than 66²/₃% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66²/₃% of the Total Commitments immediately prior to the reduction).