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JIANGXI BANK CO., LTD.*

江西銀行股份有限公司*

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 1916)

DISCLOSEABLE TRANSACTION ENTERING INTO CREDITOR'S RIGHTS TRANSFER AGREEMENT

The Board of Directors (the "**Board**") of Jiangxi Bank Co., Ltd. (the "**Bank**") is pleased to announce that, upon completion of the public tender process, on September 27 2020, the Bank entered into the Creditor's Rights Transfer Agreement and the Asset Management Plan Income Rights Transfer Contract with Jiangxi Ruijing Financial Assets Management Co., Ltd. ("**Ruijing**"). Pursuant to the Creditor's Rights Transfer Agreement, the Bank agreed to transfer its legally-owned loan-related creditor's rights and their ancillary interests that were set forth in relevant Creditor's Rights Transfer Agreement to Ruijing at a consideration of RMB3,548,991,583.30. Pursuant to the Asset Management Plan Income Rights Transfer Contract, the Bank agreed to transfer all of its legally-owned income rights generated from the entrusted assets (the "**Asset Management Plan Income Rights**") under an asset management contract (the "**Asset Management Contract**") to Ruijing at the consideration of RMB500,000,000.

The principal terms of above agreements are detailed below:

I. CREDITOR'S RIGHTS TRANSFER AGREEMENT BETWEEN THE BANK AND RUIJING

Date

September 27, 2020

Parties

- (1) The Bank (as the Vendor); and
- (2) Ruijing (as the Purchaser)

As at the date of this announcement, Ruijing and its ultimate beneficial owners are, to the best knowledge, information and belief of the Bank's directors and having made all reasonable enquiries, third parties independent of the Bank and its connected persons.

Transfer Subject

The transfer subject is the Bank's legally-owned creditor's assets set forth in the Creditor's Rights Transfer Agreement, including but not limited to the principal creditor's rights and security rights entitled by the Bank over borrowers, mortgagors, pledgors and guarantors, as well as other statutory or agreed ancillary rights and interests derived therefrom or related thereto (including but not limited to the right of litigation claim, the right of application for litigation preservation, the right of seizure, the right of application for enforcement, the right to declare bankruptcy claims, the right to request for breach of contract relief, etc.).

As of the base date (the deadline for calculating and determining the balance of principal, interest and default penalty of principal creditor's rights under the loan-related creditor's rights, i.e. May 31, 2020), the principal balance, interest and default penalty of loan-related creditor's rights, owned by the Bank and to be transferred to Ruijing pursuant to the Creditor's Rights Transfer Agreement totalled RMB4,450,031,083.24.

Consideration and Payment Terms

The total transfer consideration for Ruijing to purchase the loan-related creditor's rights under the Creditor's Rights Transfer Agreement is RMB3,548,991,583.30.

The consideration was determined through arm's length negotiations between the parties and based on reference to the book value, the age of the creditor's rights, and the possibility of successful recovery of the creditor's rights at the base date according to the Creditor's Rights Transfer Agreement. The directors of the Bank consider that the consideration for the transfer of creditor's rights is fair and reasonable.

Ruijing shall pay the transfer consideration in one lump sum to the designated account of the Bank within 3 working days after the signing of the contract.

Closing

The Bank confirms that it will transfer all the assets instruments to Ruijing within 60 working days after the date of transfer of loan-related creditor's rights to ensure that Ruijing obtains all legal instruments in relation to the proposition and exercise of the loan-related creditor's rights. From the date of transfer of loan-related creditor's rights, Ruijing may independently exercise all the creditor's rights to the obligor in accordance with the provisions of relevant laws and regulations, and bear the costs, liabilities, risks and losses that may occur during the disposal of the loan-related creditor's rights at its own risk unless otherwise provided for in a contract, and in which case the contract shall prevail.

Management during the Transition Period

During the transition period (i.e. the period from the base date to the date when the loan-related creditor's rights are transferred), the Bank shall actively manage and maintain loan-related creditor's rights from the perspective of maximizing the protection of the rights and interests of Ruijing, including but not limited to:

- (1) The Bank shall receive and sign the legal instruments relating to the loan-related creditor's rights for the benefit of Ruijing, and deliver such instruments as a supplementary part of the asset instruments to Ruijing on the date of delivery of the relevant instruments of the loan-related creditor's rights;
- (2) Unless Ruijing agrees in writing in advance, the Bank shall not waive or neglect to exercise any statutory or agreed substantive rights and procedural rights relating to the loan-related creditor's rights.

Liability for Breach of Contract

If Ruijing delays the performance of its obligation to pay the purchase price, it shall pay the Bank default penalty for the delayed payment calculated at 0.05% per day of the amount of the delayed payment. The Bank has the right to terminate the Creditor's Rights Transfer Agreement if it is overdue for more than 30 working days. At the same time, Ruijing shall bear the liability for breach of contract at 10% of the purchase price as agreed under the Creditor's Rights Transfer Agreement.

Any breach of the Creditor's Rights Transfer Agreement by either party shall constitute a breach of contract. Unless otherwise agreed in the Creditor's Rights Transfer Agreement, such party shall be liable for the losses arising therefrom, including but not limited to direct losses, expected loss of profits, and the litigation costs, travel costs, attorney's fees, etc. incurred by the non-defaulting party in filing a claim against the defaulting party.

II. ASSET MANAGEMENT PLAN INCOME RIGHTS TRANSFER CONTRACT BETWEEN THE BANK AND RUIJING

Date

September 27, 2020

Parties

- (1) The Bank (as the Vendor); and
- (2) Ruijing (as the Purchaser)

As at the date of this announcement, Ruijing and its ultimate beneficial owners are, to the best knowledge, information and belief of the Bank's directors having made all reasonable enquiries, third parties independent of the Bank and its connected persons.

Transfer Subject

The transfer subject is the Bank's rights to all income rights generated from the entrusted assets set forth in the Asset Management Contract amounting to RMB500,000,000, including the investment principal corresponding to the transfer subject, the investment income as agreed in the relevant instruments such as the asset management contract, and other income generated in the course of investment (including but not limited to bank deposit interest, penalty interest, default penalty, compensation damages and all income generated from the exercise of relevant security rights).

Closing

The closing date of the transfer of the transfer subject shall be September 27, 2020 (the "**Closing Date**"). The Asset Management Plan Income Rights shall be irrevocably transferred to Ruijing from the Closing Date.

The undistributed income under the asset management plan of the transfer subject before the Closing Date and the income under the asset management plan of the transfer subject on the Closing Date shall belong to Ruijing. From the date of signing of the Asset Management Plan Income Rights Transfer Contract, if the manager of the asset management plan transfers the undistributed income on or before the Closing Date to the Bank, the Bank shall fully transfer such income to Ruijing within three days from receiving the same.

From and including the Closing Date, the Bank will no longer be entitled to any rights of the transfer subject and Ruijing will become the sole beneficiary and owner of the transfer subject.

Since the Closing Date, Ruijing shall be legally entitled to the transfer subject and shall bear any risks that may arise from the transfer subject, including but not limited to the loss of principal and income due to defects of the instruments of the Asset Management Contract and the asset management plan.

Transfer Consideration and Payment

The parties unanimously confirmed that the transfer consideration for the transfer subject was RMB500,000,000.

Upon the taking of effect of this contract Ruijing shall pay the transfer consideration above in full to the Bank within three days from the date of signing of the Asset Management Plan Income Rights Transfer Contract, provided that the Bank does not violate any provisions of this contract.

The consideration was determined after arm's length negotiations between the parties with reference to the duration of the income rights of the asset management plan and the likelihood of successful recovery. In the opinion of the directors of the Bank, the consideration for the transfer of the Asset Management Plan Income Rights is fair and reasonable.

Liability for Breach of Contract

If any party fails to perform its obligation and incur loss to the other party in accordance with the Asset Management Plan Income Rights Transfer Contract, the defaulting party shall compensate the non-defaulting party for the actual losses suffered by the non-defaulting party arising therefrom, including but not limited to default penalty, compensation damages, and expense paid to realize the rights under the Asset Management Plan Income Rights Transfer Contract such as litigation costs, reasonable attorney's fees, travel costs, etc.

For any payment that is not paid on time under the Asset Management Plan Income Rights Transfer Contract, the non-defaulting party is entitled to receive default penalty from the defaulting party calculated at 0.05% of the amount receivable for each day overdue. If Ruijing delays in fulfilling its obligation to pay the purchase price and it is overdue for more than 30 days, the Bank has the right to terminate the Asset Management Plan Income Rights Transfer Contract, and Ruijing shall be liable for breach of contract at 10% of the transfer consideration as agreed in the Asset Management Plan Income Rights Transfer Contract.

III. REASONS AND BENEFITS OF ENTERING INTO THE CREDITOR'S RIGHTS TRANSFER AGREEMENT AND THE ASSET MANAGEMENT PLAN INCOME RIGHTS TRANSFER CONTRACT

The loan-related creditor's rights under the Creditor's Rights Transfer Agreement and the Asset Management Plan Income Rights belong to the Bank's non-performing assets, which involve a relatively large amount and multiple stakeholders and creditors. The entering into the Creditor's Rights Transfer Agreement and the proceeds from transfer of creditor's rights will be used to relieve the existing pressure on the Bank in relation to non-performing assets and activate the Bank's credit stock, which is also an effective solution to revitalize credit resources and make full use of market-based methods to dispose of non-performing assets, and can further consolidate the foundation of the Bank's high-quality development. After comprehensive consideration, the Bank considers that entering into the Creditor's Rights Transfer Agreement is beneficial to the Bank and its shareholders.

Based on the difference between the consideration for the non-performing assets and the book value of the principal amount of the non-performing assets of the Bank as at the base date of the Creditor's Rights Transfer Agreement, the Bank expects to record a loss of approximately RMB43,000,000 (unaudited) from the disposal.

IV. GENERAL INFORMATION

Information about the Bank

The Bank is a company incorporated in the PRC with limited liability and is the only legal person bank at the provincial level in Jiangxi Province. The Bank's shares are listed on the main board of the Hong Kong Stock Exchange. It is mainly engaged in the RMB business deposit-taking, short-term lending, medium-term lending and long-term lending, domestic clearing, foreign exchange business, bill discounting, financial bond issuance, and other businesses.

Information about Ruijing

Ruijing is a joint stock company incorporated in the PRC with limited liability. Its principal businesses include the batch acquisition, management and disposal of non-performing assets of financial enterprises, quasi-financial enterprises and other enterprises in Jiangxi province. As at the date of this announcement, the ultimate beneficial owner of Ruijing is Mr. Shen Guojun, who is a third party independent of the Bank and its connected persons.

V. LISTING RULES IMPLICATIONS

Pursuant to Rule 14.22 of the Listing Rules, a series of transactions will be aggregated and treated as one transaction if they are all completed within a 12-month period or are otherwise related. As the counterparty to the Creditor's Rights Transfer Agreement and the counterparty to the Asset Management Plan Income Rights Transfer Contract is Ruijing and the nature of the transactions is the same, the transactions under the Creditor's Rights Transfer Agreement and the Asset Management Plan Income Rights Transfer Contract shall be aggregated.

As one or more applicable ratios of the transactions under the Creditor's Rights Transfer Agreement and the Asset Management Plan Income Rights Transfer Contract calculated in aggregate according to the Listing Rules are higher than 5% but less than 25%, the Creditor's Rights Transfer Agreement, the Asset Management Plan Income Rights Transfer Contract and the transactions contemplated thereunder are subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules, but are exempt from compliance with the shareholders' approval requirements.

VI. DIRECTORS' CONFIRMATION

In the opinion of the directors (including independent non-executive directors) of the Bank, the Creditor's Rights Transfer Agreement and the Asset Management Plan Income Rights Transfer Contract are entered on normal commercial terms in its ordinary and usual course of business, the terms of which are fair and reasonable and in the interests of the Bank and its shareholders as a whole.

VII. DEFINITIONS

“Asset Management Plan Income Rights Transfer Contract”	the asset management plan income rights transfer contract between the Bank and Jiangxi Ruijing Financial Assets Management Co., Ltd. entered on September 27, 2020
“China” or “PRC”	the People’s Republic of China
“connected person(s)”	has the same meaning ascribed to it under the Listing Rules
“Creditor’s Rights Transfer Agreement”	the creditor’s rights transfer agreement between the Bank and Ruijing entered on September 27, 2020
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“%”	per cent

By Order of the Board
Jiangxi Bank Co., Ltd.
CHEN Xiaoming
Chairman

Nanchang, the PRC, September 27, 2020

As of the date of this announcement, the board of directors of the Bank comprises Mr. CHEN Xiaoming, Mr. LUO Yan and Mr. XU Jihong as executive directors; Mr. QUE Yong, Mr. LI Zhanrong, Mr. LIU Sanglin, Mr. DENG Jianxin and Ms. ZHUO Liping as non-executive directors; and Ms. ZHANG Rui, Ms. ZHANG Wangxia, Mr. WONG Hin Wing and Ms. WANG Yun as independent non-executive directors.

* *Jiangxi Bank Co., Ltd. is not an authorized institution within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), not subject to the supervision of the Hong Kong Monetary Authority, and not authorized to carry on banking/deposit-taking business in Hong Kong.*