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FEISHANG

Feishang Anthracite Resources Limited

飛尚無煙煤資源有限公司

(Incorporated in the British Virgin Islands with limited liability)

(Stock Code: 1738)

**(1) DISCLOSEABLE TRANSACTIONS IN RELATION TO
FINANCE LEASE ARRANGEMENTS
AND
(2) EXEMPT CONNECTED TRANSACTIONS IN RELATION TO
GUARANTEES AND SHARE PLEDGES**

The Board is pleased to announce that on 10 August 2018 (after trading hours):

- (1) in respect of the Xinsong Coal Finance Lease Arrangement,
 - (a) Guizhou Puxin (an indirect wholly-owned subsidiary of the Company) and Xinsong Coal (an indirect wholly-owned subsidiary of the Company), and CCTEG entered into the Xinsong Coal Finance Lease Agreement, pursuant to which CCTEG agreed to acquire the Relevant Xinsong Coal Machinery and Equipment as per the instructions given by Guizhou Puxin and Xinsong Coal and CCTEG agreed to lease the Relevant Xinsong Coal Machinery and Equipment to Guizhou Puxin and Xinsong Coal at the total rental amount of CNY68,320,031.04 (equivalent to approximately HK\$78,410,704.62) for a term of 36 months;
 - (b) Guizhou Puxin and Xinsong Coal, CCTEG and CCTEG (Shanghai) entered into the Xinsong Coal Sale and Purchase Agreement, pursuant to which CCTEG agreed to acquire the Relevant Xinsong Coal Machinery and Equipment from CCTEG (Shanghai) as per the instructions given by Guizhou Puxin and Xinsong Coal at a total consideration of CNY61,842,300.00 (equivalent to approximately HK\$70,976,231.19); and
 - (c) Xinsong Coal and CCTEG entered into the Xinsong Coal Consultancy Agreement, pursuant to which Xinsong Coal agreed to engage CCTEG for providing certain consultancy services relating to the Xinsong Coal Finance Lease Arrangement for a service fee of CNY2,782,903.50 (equivalent to approximately HK\$3,193,930.40).

- (2) in respect of the Baiping Mining Finance Lease Arrangement,
- (a) Guizhou Puxin and Baiping Mining (an indirect non-wholly owned subsidiary of the Company), and CCTEG entered into the Baiping Mining Finance Lease Agreement, pursuant to which CCTEG agreed to acquire the Relevant Baiping Mining Machinery and Equipment as per the instructions given by Guizhou Puxin and Baiping Mining and CCTEG agreed to lease the Relevant Baiping Mining Machinery and Equipment to Guizhou Puxin and Baiping Mining at the total rental amount of CNY75,637,094.92 (equivalent to approximately HK\$86,808,477.95) for a term of 36 months;
 - (b) Guizhou Puxin and Baiping Mining, CCTEG and CCTEG (Shanghai) entered into the Baiping Mining Sale and Purchase Agreement, pursuant to which CCTEG agreed to acquire the Relevant Baiping Mining Machinery and Equipment from CCTEG (Shanghai) as per the instructions given by Guizhou Puxin and Baiping Mining at a total consideration of CNY68,465,600.00 (equivalent to approximately HK\$78,577,773.70); and
 - (c) Baiping Mining and CCTEG entered into the Baiping Mining Consultancy Agreement, pursuant to which Baiping Mining agreed to engage CCTEG for providing certain consultancy services relating to the Baiping Mining Finance Lease Arrangement for a service fee of CNY3,080,952.00 (equivalent to approximately HK\$3,535,999.82).

On the same date, the Share Pledge Agreements were executed by Guizhou Puxin, and the Corporate Guarantees and the Personal Guarantees were executed by Mr. Li and certain associates of him in favour of CCTEG to secure the performance obligations (including among others, payment obligations) owed by the Relevant Group Companies to CCTEG under the Finance Lease Agreements.

IMPLICATIONS UNDER THE LISTING RULES

Pursuant to Rules 14.22 and 14.23(1) of the Listing Rules, the Xinsong Coal Finance Lease Arrangement and the Baiping Mining Finance Lease Arrangement are aggregated. As one or more of the applicable percentage ratios in respect of the Finance Lease Arrangements exceed 5% but are less than 25%, the Finance Lease Arrangements constitute discloseable transactions of the Company under the Listing Rules and are therefore subject to the notification and announcement requirements but exempt from shareholders' approval requirement under Chapter 14 of the Listing Rules.

Mr. Li, being the controlling shareholder of the Company, is a connected person of the Company under Chapter 14A of the Listing Rules. Given that Feishang Enterprise and Ms. Wang are both associates of Mr. Li, the provisions of the Corporate Guarantees and the Personal Guarantees for the benefit of the Relevant Group Companies amount to financial assistance by Mr. Li for the benefit of the Group. As such financial assistance is: (i) provided on normal commercial terms or better to the Group; and (ii) not secured by the assets of the Group, the Corporate Guarantees and the Personal Guarantees are all considered as exempt connected transactions pursuant to Rule 14A.90 of the Listing Rules, which are fully exempted from the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

1. XINSONG COAL FINANCE LEASE ARRANGEMENT

A. Xinsong Coal Finance Lease Agreement

The principal terms of the Xinsong Coal Finance Lease Agreement are set out below:

- Date** : 10 August 2018.
- Parties** : Lessees: (1) Guizhou Puxin (an indirect wholly-owned subsidiary of the Company); and
(2) Xinsong Coal (an indirect wholly-owned subsidiary of the Company).
Lessor: CCTEG.
- Lease assets** : Relevant Xinsong Coal Machinery and Equipment.
- Lease Period** : 36 months commencing from the date of the Xinsong Coal Finance Lease Agreement.
- Rent and payment terms** : The total rental amount of CNY68,320,031.04 (equivalent to approximately HK\$78,410,704.62) (comprising total lease principal of CNY61,842,300.00 (equivalent to approximately HK\$70,976,231.19) and total lease interest of CNY6,477,731.04 (equivalent to approximately HK\$7,434,473.43)) is payable to CCTEG quarterly in 12 instalments of CNY5,693,335.92 (equivalent to approximately HK\$6,534,225.38) each.
- The lease principal was equal to the purchase price of the Relevant Xinsong Coal Machinery and Equipment paid or to be paid by CCTEG (which was determined with reference to the market price). The lease interest was estimated based on an annual floating interest rate of 6.175% which was 30% above the benchmark lending rate (subject to adjustment) set by the People's Bank of China.
- Ownership of the Relevant Xinsong Coal Machinery and Equipment** : During the Lease Period, CCTEG will have legal ownership of the Relevant Xinsong Coal Machinery and Equipment.
- Repurchase Option** : Upon expiry of the Lease Period, subject to Guizhou Puxin and Xinsong Coal having paid all the amounts and payables (if any) due under the Xinsong Coal Finance Lease Agreement, Guizhou Puxin and Xinsong Coal shall be entitled to exercise the Repurchase Option to repurchase the Relevant Xinsong Coal Machinery and Equipment from CCTEG at the nominal price of CNY100.00 (equivalent to approximately HK\$114.77).

Security deposit : In order to protect the rights of CCTEG under the Xinsong Coal Finance Lease Agreement, Guizhou Puxin and Xinsong Coal shall pay to CCTEG a security deposit in the sum of CNY1,236,846.00 (equivalent to approximately HK\$1,419,524.62) within one (1) business day upon signing of the Xinsong Coal Finance Lease Agreement which shall be used to set-off any rental in arrears, interest, penalty or other expenses accrued during the Lease Period, and the remaining of such security deposit (if any) shall be returned to Guizhou Puxin and Xinsong Coal within five (5) business days upon expiry of the Lease Period.

Nature of lease : Finance lease.

B. Xinsong Coal Sale and Purchase Agreement

The principal terms of the Xinsong Coal Sale and Purchase Agreement are set out below:

Date : 10 August 2018.

Parties : Lessees: (1) Guizhou Puxin; and
(2) Xinsong Coal.

Lessor/Purchaser: CCTEG.

Vendor: CCTEG (Shanghai).

Acquired Assets : Relevant Xinsong Coal Machinery and Equipment.

Consideration and payment terms : The consideration payable by CCTEG to CCTEG (Shanghai) for acquiring the Relevant Xinsong Coal Machinery and Equipment as per the instructions given by Guizhou Puxin and Xinsong Coal is CNY61,842,300.00 (equivalent to approximately HK\$70,976,231.19), which shall be paid in cash in two (2) instalments of CNY49,473,840.00 (equivalent to approximately HK\$56,780,984.95) and CNY12,368,460.00 (equivalent to approximately HK\$14,195,246.24) upon fulfilling certain conditions.

C. Xinsong Coal Consultancy Agreement

The principal terms of the Xinsong Coal Consultancy Agreement are set out below:

Date	:	10 August 2018.
Parties	:	Xinsong Coal; and CCTEG.
Services	:	Certain consultancy services relating to the Xinsong Coal Finance Lease Arrangement provided or to be provided by CCTEG to Xinsong Coal.
Consideration and payment terms	:	The service fee payable by Xinsong Coal to CCTEG for the provision of certain consultancy services relating to the Xinsong Coal Finance Lease Arrangement by CCTEG is CNY2,782,903.50 (equivalent to approximately HK\$3,193,930.40), which shall be settled in cash upon signing of the Xinsong Coal Finance Lease Agreement.

The service fee was determined after arm's length negotiation between the parties.

2. BAIPING MINING FINANCE LEASE ARRANGEMENT

A. Baiping Mining Finance Lease Agreement

The principal terms of the Baiping Mining Finance Lease Agreement are set out below:

Date	:	10 August 2018.
Parties	:	Lessees: (1) Guizhou Puxin (an indirect wholly-owned subsidiary of the Company); and (2) Baiping Mining (an indirect non-wholly owned subsidiary of the Company). Lessor: CCTEG.
Lease assets	:	Relevant Baiping Mining Machinery and Equipment.
Lease Period	:	36 months commencing from the date of the Baiping Mining Finance Lease Agreement.
Rent and payment terms	:	Total rental amount of CNY75,637,094.92 (equivalent to approximately HK\$86,808,477.95) (comprising total lease principal of CNY68,465,600.00 (equivalent to approximately HK\$78,577,773.70) and total lease interest of CNY7,171,494.92 (equivalent to approximately HK\$8,230,704.25)) is payable to CCTEG quarterly in 12 instalments of CNY6,303,091.25 (equivalent to approximately HK\$7,234,039.84) each.

The lease principal was equal to the purchase price of the Relevant Baiping Mining Machinery and Equipment paid or to be paid by CCTEG (which was determined with reference to the market price). The lease interest was estimated based on an annual floating interest rate of 6.175% which was 30% above the benchmark lending rate (subject to adjustment) set by the People's Bank of China.

Ownership of the Relevant Baiping Mining Machinery and Equipment : During the Lease Period, CCTEG will have legal ownership of the Relevant Baiping Mining Machinery and Equipment.

Repurchase Option : Upon expiry of the Lease Period, subject to Guizhou Puxin and Baiping Mining having paid all the amounts and payables (if any) due under the Baiping Mining Finance Lease Agreement, Guizhou Puxin and Baiping Mining shall be entitled to exercise the Repurchase Option to repurchase the Relevant Baiping Mining Machinery and Equipment from CCTEG at the nominal price of CNY100.00 (equivalent to approximately HK\$114.77).

Security Deposit : In order to protect the rights of CCTEG under the Baiping Mining Finance Lease Agreement, Guizhou Puxin and Baiping Mining shall pay to CCTEG a security deposit in the sum of CNY1,369,312.00 (equivalent to approximately HK\$1,571,555.47) within one (1) business day upon signing of the Baiping Mining Finance Lease Agreement which shall be used to set-off any rental in arrears, interest, penalty or other expenses accrued during the Lease Period, and the remaining of such security deposit (if any) shall be returned to Guizhou Puxin and Baiping Mining within five (5) business days upon expiry of the Lease Period.

Nature of lease : Finance lease.

B. Baiping Mining Sale and Purchase Agreement

The principal terms of the Baiping Mining Sale and Purchase Agreement are set out below:

Date : 10 August 2018

Parties : Lessees: (1) Guizhou Puxin; and
(2) Baiping Mining.

Lessor/Purchaser: CCTEG.

Vendor: CCTEG (Shanghai).

Acquired Assets : Relevant Baiping Mining Machinery and Equipment.

Consideration and payment terms : The consideration payable by CCTEG to CCTEG (Shanghai) for acquiring the Relevant Baiping Mining Machinery and Equipment as per the instructions given by Guizhou Puxin and Baiping Mining is CNY68,465,600.00 (equivalent to approximately HK\$78,577,773.70), which shall be paid in cash in two (2) instalments of CNY54,772,480.00 (equivalent to approximately HK\$62,862,218.96) and CNY13,693,120.00 (equivalent to approximately HK\$15,715,554.74) upon fulfilling certain conditions.

C. Baiping Mining Consultancy Agreement

The principal terms of the Baiping Mining Consultancy Agreement are set out below:

Date : 10 August 2018.

Parties : Baiping Mining; and
CCTEG.

Services : Certain consultancy services relating to the Baiping Mining Finance Lease Arrangement provided or to be provided by CCTEG to Baiping Mining.

Consideration and payment terms : The service fee payable by Baiping Mining to CCTEG for the provision of certain consultancy services relating to the Baiping Mining Finance Lease Arrangement by CCTEG is CNY3,080,952.00 (equivalent to approximately HK\$3,535,999.82), which shall be settled in cash upon signing of the Baiping Mining Finance Lease Agreement.

The service fee was determined after arm’s length negotiation between the parties.

3. REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE ARRANGEMENTS

The Directors are of the view that the entering into of the Finance Lease Arrangements will enhance the working capital positions of the Relevant Group Companies and allow them to optimise their asset and debt structures by increasing the percentage of long-term financing and to support their business and operational activities.

The Directors consider that the Finance Lease Arrangements were entered into on normal commercial terms after arm’s length negotiation between the parties and the terms of the Finance Lease Arrangements are fair and reasonable and are in the interest of the Company and its shareholders as a whole.

4. SHARE PLEDGE AGREEMENTS, CORPORATE GUARANTEES AND PERSONAL GUARANTEES

Pursuant to the Finance Lease Agreements, the Share Pledge Agreements are required to be executed by Guizhou Puxin, and the Corporate Guarantees and the Personal Guarantees are required to be executed by Mr. Li and certain associates of him in favour of CCTEG to secure the performance obligations (including among others, payment obligations) owed by the Relevant Group Companies to CCTEG under the Finance Lease Agreements.

4.1. Share Pledge Agreements

On 10 August 2018, Guizhou Puxin and CCTEG entered into (a) the Xinsong Coal Share Pledge Agreement, pursuant to which Guizhou Puxin agreed to pledge all of its equity interests in Xinsong Coal, representing 100% of the equity interests in Xinsong Coal, in favour of CCTEG to secure the performance obligations (including, among others, payment obligations) of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement; and (b) the Baiping Mining Share Pledge Agreement, pursuant to which Guizhou Puxin agreed to pledge all of its equity interests in Baiping Mining, representing 70% of the equity interests in Baiping Mining, in favour of CCTEG to secure the performance obligations (including, among others, payment obligations) of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement.

4.2. Corporate Guarantees

On 10 August 2018, Feishang Enterprise executed (a) the Xinsong Coal Corporate Guarantee with CCTEG and Guizhou Puxin and Xinsong Coal, pursuant to which Feishang Enterprise agreed to provide guarantee in favour of CCTEG to secure the performance obligations (including, among others, payment obligations) of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement; and (b) the Baiping Mining Corporate Guarantee with CCTEG and Guizhou Puxin and Baiping Mining, pursuant to which Feishang Enterprise agreed to provide guarantee in favour of CCTEG to secure the performance obligations (including, among others, payment obligations) of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement.

4.3. Personal Guarantees

On 10 August 2018, Mr. Li and Ms. Wang (the spouse of Mr. Li) executed (a) the Xinsong Coal LFL Personal Guarantee and the Xinsong Coal WJ Personal Guarantee, respectively with CCTEG and Guizhou Puxin and Xinsong Coal, pursuant to which Mr. Li and Ms. Wang agreed to provide guarantees in favour of CCTEG to secure the performance obligations (including, among others, payment obligations) of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement; and (b) the Baiping Mining LFL Personal Guarantee and the Baiping Mining WJ Personal Guarantee, respectively with CCTEG and Guizhou Puxin and Baiping Mining, pursuant to which Mr. Li and Ms. Wang agreed to provide guarantees in favour of CCTEG to secure the performance obligations (including, among others, payment obligations) of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement.

5. INFORMATION ON THE PARTIES TO THE FINANCE LEASE ARRANGEMENTS

5.1. The Group

The Group is based in Guizhou province of the PRC and is mainly engaged in the acquisition, construction and development of anthracite coal mines and the extraction and sale of anthracite coal in the PRC. As at the date of this announcement, the Group's mining assets consist of seven underground anthracite coal mines in Guizhou province, the PRC, of which four are in commercial production, two have temporarily suspended mining operations and one was closed for mine consolidation. Please refer to the 2017 annual report of the Company for more details of the Group's mining assets.

5.2. Guizhou Puxin

Guizhou Puxin is an indirect wholly-owned subsidiary of the Company and is engaged in investment holding and coal trading. It holds the mining rights to seven anthracite coal mines.

5.3. Xinsong Coal

Xinsong Coal is an indirect wholly-owned subsidiary of the Company and constructs and develops Liujiaba Coal Mine, a coal mine located in Liuzhi Special District, Zhina Coal District, Guizhou province, the PRC. As at the date of this announcement, the Liujiaba Coal Mine is in the commercial production stage.

5.4. Baiping Mining

Baiping Mining is an indirect non-wholly owned subsidiary of the Company which is indirectly owned as to 70% by the Company and 30% by an Independent Third Party. Baiping Mining constructs and develops Baiping Coal Mine, a coal mine located in Gaopingxiang, Jinsha county, Qianbei Coal District, Guizhou province, the PRC. As at the date of this announcement, the Baiping Coal Mine is in the commercial production stage.

5.5. CCTEG

CCTEG provides financial leasing services as well as other financial services to various industries and institutions in the PRC.

5.6. CCTEG (Shanghai)

CCTEG (Shanghai) is principally engaged in the design and sales of mechanical and electrical equipment and components, coal mine engineering design services and relevant engineering design consultancy and technology services.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of CCTEG and CCTEG (Shanghai) and their respective ultimate beneficial owners are all Independent Third Parties.

6. IMPLICATIONS UNDER THE LISTING RULES

Pursuant to Rules 14.22 and 14.23(1) of the Listing Rules, the Xinsong Coal Finance Lease Arrangement and the Baiping Mining Finance Lease Arrangement are aggregated. As one or more of the applicable percentage ratios in respect of the Finance Lease Arrangements exceed 5% but are less than 25%, the Finance Lease Arrangements constitute discloseable transactions of the Company under the Listing Rules and are therefore subject to the notification and announcement requirements but exempt from shareholders' approval requirement under Chapter 14 of the Listing Rules.

Mr. Li, being the controlling shareholder of the Company, is a connected person of the Company under Chapter 14A of the Listing Rules. Given that Feishang Enterprise and Ms. Wang are both associates of Mr. Li, the provisions of the Corporate Guarantees and the Personal Guarantees for the benefit of the Relevant Group Companies amount to financial assistance by Mr. Li for the benefit of the Group. As such financial assistance is: (i) provided on normal commercial terms or better to the Group; and (ii) not secured by the assets of the Group, the Corporate Guarantees and the Personal Guarantees are all considered as exempt connected transactions pursuant to Rule 14A.90 of the Listing Rules, which are fully exempted from the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

7. DEFINITIONS

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

“Baiping Mining”	Jinsha Baiping Mining Co., Ltd.* (金沙縣白坪礦業有限公司), a company established in the PRC with limited liability and an indirect non-wholly owned subsidiary of the Company
“Baiping Mining Consultancy Agreement”	the consultancy agreement dated 10 August 2018 and entered into between Baiping Mining and CCTEG for the provision of certain consultancy services relating to the Baiping Mining Finance Lease Arrangement by CCTEG to Baiping Mining
“Baiping Mining Corporate Guarantee”	the corporate guarantee dated 10 August 2018 and executed by Feishang Enterprise in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement
“Baiping Mining Finance Lease Agreement”	the finance lease agreement dated 10 August 2018 and entered into between Guizhou Puxin and Baiping Mining (as lessees) and CCTEG (as lessor) for the lease of the Relevant Baiping Mining Machinery and Equipment
“Baiping Mining Finance Lease Arrangement”	the transactions contemplated under the Baiping Mining Finance Lease Agreement, the Baiping Mining Sale and Purchase Agreement and Baiping Mining Consultancy Agreement

“Baiping Mining LFL Personal Guarantee”	the personal guarantee dated 10 August 2018 and executed by Mr. Li in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement
“Baiping Mining Sale and Purchase Agreement”	the sale and purchase agreement dated 10 August 2018 and entered into among Guizhou Puxin and Baiping Mining (as lessees) with CCTEG (as lessor and purchaser) and CCTEG (Shanghai) (as vendor) for the sale and purchase of the Relevant Baiping Mining Machinery and Equipment
“Baiping Mining Share Pledge Agreement”	the share pledge agreement dated 10 August 2018 and entered into between Guizhou Puxin and CCTEG, pursuant to which Guizhou Puxin agreed to pledge all of its equity interests in Baiping Mining, representing 70% of the equity interests of Baiping Mining, in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement
“Baiping Mining WJ Personal Guarantee”	the personal guarantee dated 10 August 2018 and executed by Ms. Wang in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Baiping Mining to CCTEG under the Baiping Mining Finance Lease Agreement
“Board”	the board of Directors of the Company
“CCTEG”	CCTEG Financial Leasing Co., Ltd.* (中煤科工金融租賃股份有限公司), a company established in the PRC with limited liability
“CCTEG (Shanghai)”	CCTEG Shanghai Co., Ltd.* (中煤科工集團上海有限公司), a company established in the PRC with limited liability
“CNY” or “RMB”	Renminbi, the lawful currency of the PRC
“Company”	Feishang Anthracite Resources Limited (飛尚無煙煤資源有限公司), a company incorporated in the British Virgin Islands with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange
“Corporate Guarantees”	the Xinsong Coal Corporate Guarantee and the Baiping Mining Corporate Guarantee
“Directors”	the directors of the Company
“Feishang Enterprise”	Feishang Enterprise Group Co., Ltd.* (飛尚實業集團有限公司), a company established in the PRC with limited liability which is directly wholly-owned by Mr. Li and his associates

“Finance Lease Agreements”	the Xinsong Coal Finance Lease Agreement and the Baiping Mining Finance Lease Agreement
“Finance Lease Arrangements”	the Xinsong Coal Finance Lease Arrangement and the Baiping Mining Finance Lease Arrangement
“Group”	the Company and its subsidiaries
“Guizhou Puxin”	Guizhou Puxin Energy Co., Ltd.* (貴州浦鑫能源有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	person or company which is independent of and not connected with any of the connected persons of the Company and any of its subsidiaries or any of their respective associates
“Lease Period”	36 months commencing from the date of the Xinsong Coal Finance Lease Agreement and/or the Baiping Mining Finance Lease Agreement (as the case may be)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“Mr. Li”	Mr. Li Feilie, a controlling shareholder of the Company
“Ms. Wang”	Ms. Wang Jing, the spouse of Mr. Li
“Personal Guarantees”	the Xinsong Coal LFL Personal Guarantee, the Xinsong Coal WJ Personal Guarantee, the Baiping Mining LFL Personal Guarantee, and the Baiping Mining WJ Personal Guarantee
“PRC” or “China”	the People’s Republic of China which, in this announcement, excludes Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan
“Relevant Baiping Mining Machinery and Equipment”	certain mining machinery and equipment to be located at Baiping Mining to be leased by Guizhou Puxin and Baiping Mining under the Baiping Mining Finance Lease Agreement
“Relevant Group Company(ies)”	Guizhou Puxin, Xinsong Coal and Baiping Mining

“Relevant Xinsong Coal Machinery and Equipment”	certain mining machinery and equipment to be located at Xinsong Coal to be leased by Guizhou Puxin and Xinsong Coal under the Xinsong Coal Finance Lease Agreement
“Repurchase Option(s)”	the option(s) granted to (a) Guizhou Puxin and Xinsong Coal under the Xinsong Coal Finance Lease Agreement to repurchase the Relevant Xinsong Coal Machinery and Equipment after the expiry of the Lease Period and/or (b) Guizhou Puxin and Baiping Mining under the Baiping Mining Finance Lease Agreement to repurchase the Relevant Baiping Mining Machinery and Equipment after the expiry of the Lease Period (as the case may be)
“Shares”	the ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Share Pledge Agreements”	the Xinsong Coal Share Pledge Agreement and the Baiping Mining Share Pledge Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Xinsong Coal”	Liuzhi Xinsong Coal Mining Co., Ltd.* (六枝特區新松煤業有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“Xinsong Coal Consultancy Agreement”	the consultancy agreement dated 10 August 2018 and entered into between Xinsong Coal and CCTEG for the provision of certain consultancy services relating to the Xinsong Coal Finance Lease Arrangement by CCTEG to Xinsong Coal
“Xinsong Coal Corporate Guarantee”	the corporate guarantee dated 10 August 2018 and executed by Feishang Enterprise in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement
“Xinsong Coal Finance Lease Agreement”	the finance lease agreement dated 10 August 2018 and entered into between Guizhou Puxin and Xinsong Coal (as lessees) and CCTEG (as lessor) for the lease of the Relevant Xinsong Coal Machinery and Equipment
“Xinsong Coal Finance Lease Arrangement”	the transactions contemplated under the Xinsong Coal Finance Lease Agreement, the Xinsong Coal Sale and Purchase Agreement and the Xinsong Coal Consultancy Agreement
“Xinsong Coal LFL Personal Guarantee”	the personal guarantee dated 10 August 2018 and executed by Mr. Li in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement

“Xinsong Coal Sale and Purchase Agreement”	the sale and purchase agreement dated 10 August 2018 and entered into among Guizhou Puxin and Xinsong Coal (as lessees), CCTEG (as lessor and purchaser) and CCTEG (Shanghai) (as vendor) for the sale and purchase of the Relevant Xinsong Coal Machinery and Equipment
“Xinsong Coal Share Pledge Agreement”	the share pledge agreement dated 10 August 2018 and entered into between Guizhou Puxin and CCTEG, pursuant to which Guizhou Puxin agreed to pledge all of its equity interests in Xinsong Coal, representing 100% of the equity interests of Xinsong Coal in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement
“Xinsong Coal WJ Personal Guarantee”	the personal guarantee dated 10 August 2018 and executed by Ms. Wang in favour of CCTEG to secure the performance obligations of Guizhou Puxin and Xinsong Coal to CCTEG under the Xinsong Coal Finance Lease Agreement
“%”	per cent

By order of the Board
Feishang Anthracite Resources Limited
HAN Weibing
Chairman and Chief Executive Officer

Hong Kong, 10 August 2018

As at the date of this announcement, the executive Directors are Mr. HAN Weibing, Mr. WAN Huojin, Mr. TAM Cheuk Ho, Mr. WONG Wah On Edward and Mr. YUE Ming Wai Bonaventure; and the independent non-executive Directors are Mr. LO Kin Cheung, Mr. HUANG Zuye and Mr. HU Yongming.

The exchange rate adopted in this announcement for illustration purpose only is CNY\$1.00 = HK\$1.1477 and should not be construed as a representation that the currency could actually be converted at that rate.

The English names of the PRC entities mentioned in this announcement which are marked with “” are translation, or transliteration from their Chinese names and are for identification purposes only. If there is any inconsistency between the Chinese name of the PRC entities mentioned in this announcement and their English translation, the Chinese version shall prevail.*