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China ZhengTong Auto Services Holdings Limited

中國正通汽車服務控股有限公司

(Incorporated under the laws of the Cayman Islands with limited liability)

(Stock Code: 1728)

ANNOUNCEMENT RELATING TO RULE 13.09 OF THE LISTING RULES

This announcement is made pursuant to Rule 13.09 of the Listing Rules.

Reference is made to the Company's announcements dated 16 August 2012 and 17 August 2012. The board of directors of the Company announces that on 11 December 2012, the Company entered into a Supplemental Agreement, with Credit Suisse AG, Singapore Branch and other parties, to amend and restate the Facility Agreement and a greenshoe facility in the amount of up to US\$200,000,000 will be made available to the Company pursuant to the Amended and Restated Facility Agreement.

INTRODUCTION

This announcement is made pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**").

AMENDED AND RESTATED FACILITY AGREEMENT

Reference is made to the announcements of China ZhengTong Auto Services Holdings Limited (the "**Company**") dated 16 August 2012 and 17 August 2012 (the "**Announcements**"). Capitalized terms used in this announcement shall have the same meanings as those defined in the Announcements unless the context otherwise requires.

On 11 December 2012, the Company as borrower entered into a supplemental agreement to the Facility Agreement (the "**Supplemental Agreement**"), with Credit Suisse AG, Singapore Branch (as the "**Joint Arrangers**" and "**Facility Agent**") and China Minsheng Banking Corp., Ltd. Hong Kong Branch (as the "**Joint Arrangers**") and other parties for and on behalf of inter alia, itself and a group of commercial banks as lenders, pursuant to which the Facility Agreement was amended and restated in accordance with the terms of an amended and restated facility agreement (the "**Amended and Restated Facility Agreement**").

According to the Facility Agreement entered into among inter alia, the Company, the lenders and the Joint Arrangers on 16 August 2012, upon delivery of a duly executed greenshoe facility notice by the facility agent to the Company at the option of the lenders offering a commitment under the greenshoe facility, the lenders would make available to the Company a further greenshoe facility in an amount specified in the greenshoe facility notice but not exceeding US\$180,000,000-equivalent. During the process of entering into the Amended and Restated Facility Agreement, the lenders recommended to increase the amount of the greenshoe facility to US\$200,000,000. The Company accepted the lenders' recommendation, thus the amount of the greenshoe facility increased from US\$180,000,000 to US\$200,000,000.

Subject to the terms of the Amended and Restated Facility Agreement, the lenders have made available to the Company an initial facility of US\$50,000,000 and HK\$930,000,000. Upon delivery of a duly executed greenshoe facility notice by the facility agent to the Company at the option of the lenders offering a commitment under the greenshoe facility, the lenders would make available to the Company a further greenshoe facility in an amount specified in the greenshoe facility notice but not exceeding US\$200,000,000 – equivalent which may be committed and funded in US\$, HK\$ or both. The loans under the initial facility and under the greenshoe facility are to be repaid in full on the date falling 15 months from the date of the Facility Agreement.

The Company has on the date of this announcement received the abovementioned greenshoe facility notice by the facility agent for the amount of US\$200,000,000. As such, the greenshoe facility in the amount of US\$200,000,000 will be made available to the Company pursuant to the Amended and Restated Facility Agreement.

The interest rate applicable to the facility (including the initial facility and the greenshoe facility), calculated at the beginning of each 3-month interest period, is LIBOR or HIBOR as appropriate, plus a designated margin. The initial margin is 5.5% and will be increased by 1% for each 3-month interest period, subject to adjustments.

The proceeds from the borrowing will mainly be applied towards the repayment of loans raised by the Company in its acquisition of Top Globe Limited (同方有限公司), as disclosed in the announcements of the Company dated 29 August 2011 and 29 November 2011. The acquisition was approved at the extraordinary general meeting of the Company held on 22 December 2011 and completed on 29 December 2011.

For and on behalf of the Board of Directors of
China ZhengTong Auto Services Holdings Limited
中國正通汽車服務控股有限公司
WANG Kunpeng
Chief Executive Officer and Executive Director

Hong Kong, 11 December 2012

As at the date of this announcement, the Board comprises Mr. WANG Kunpeng (Chief Executive Officer), Mr. LI Zhubo, Mr. CHEN Tao and Mr. SHAO Yong Jun as Executive Directors; Mr. WANG Muqing as Non-Executive Director; and Dr. WONG Tin Yau, Kelvin, Mr. TAN Xiangyong and Mr. ZHANG Yansheng as Independent Non-Executive Directors.