華億金控集團有限公司

SINOFORTUNE FINANCIAL HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 08123)

MAJOR TRANSACTION IN RELATION TO THE PROPOSED DISPOSAL OF A PROPERTY HOLDING COMPANY AND THE PROPOSED LEASEBACK OF PROPERTY

SIGNING OF FORMAL AGREEMENT

Reference is made to the announcement of Sinofortune Financial Holdings Limited (the "**Company**", together with its subsidiaries, the "**Group**") dated 22 July 2025 in relation to the Disposal and the Leaseback Arrangement (the "**Announcement**"). Unless otherwise stated, capitalized terms used herein shall have the same meanings as those defined in the Announcement.

The Board is pleased to announce that on 18 August 2025 (after trading hours), the Company, the Target Company and the Buyer have entered into the formal agreement for the Disposal and Leaseback Arrangement (the "**Formal Agreement**", together with the Preliminary Agreement, the "**Agreements**").

The Formal Agreement provides further terms and conditions for the Disposal and the Leaseback Arrangement to supplement the Preliminary Agreement as follows:

1. Conditions precedent for the Disposal

Completion is subject to the following conditions having been fulfilled (or waived, if applicable):

(a) the Buyer is satisfied with the Target Company's title to the Property and the results of the due diligence review on the affairs of the Target Company;

(b) the Agreements and the transactions contemplated thereunder are being approved by the Shareholders at the EGM; and

(c) no material adverse change in the financial condition of the Target Company occurring on or before the Completion Date resulting from a material breach of any or all of the representations, undertakings and warranties of the Company under the Formal Agreement,

save and except to condition (b) above, the Buyer may by written notice to the Company waive any conditions.

As at the date of this announcement, none of the conditions above has been fulfilled or waived by the Buyer.

2. Proof of Target Company's title to the Property

The Company shall prove that the Target Company has a good title to the Property in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance at its own expense.

3. Completion Date

The Completion Date shall take place shall be:

(a) 7 October 2025 or any business day not later than 45 days after the approval by the Shareholders at the EGM, whichever is earlier; or

(b) such other date as the Company and the Buyer may otherwise agree in writing.

4. Termination

The Buyer shall have the right to terminate the Disposal and the Leaseback Arrangement under the Agreements if:–

(a) the Buyer is not satisfied with the Target Company's title to the Property;

(b) the Buyer is not satisfied with the result of the due diligence review on the affairs of the Target Company; or

(c) the Shareholders do not approve the Disposal and the Leaseback Arrangement (if so required under the GEM Listing Rules) at the EGM;

and the Company shall return all deposits paid to the Buyer without interest and the Company shall pay all reasonable costs actually incurred by the Buyer in connection with the transaction contemplated by the Agreements including all professional fees payable to the Buyer's solicitors, accountants and bankers with the upper limit capped at HK$200,000.00 ("**Buyer's Transaction Costs**") and neither party shall have any claim against the other.

5. Tax indemnity

The Company shall provide the Target Company and the Buyer with a tax indemnity on the tax liability incurred by the Target Company prior to the Completion Date.

6. Breach of the Agreements

(a) save and except as a result of the default of the Company, if the Buyer failed to complete the transaction agreed under the Agreements, such amount of deposits paid by the Buyer shall be forfeited to the Company absolutely as pre-assessed liquidated damages (and not penalty), the Agreements shall be terminated and the Company shall then be entitled at their absolute discretion to dispose of or otherwise deal with the Sale Share and the Sale Loans and the Company shall have no further right to claim damages against the Buyer for all damages, losses and costs suffered or incurred; and

(b) subject to the Buyer's right to bring an action for a decree for specific performance of the Agreements and other losses, if the Company failed to complete the transaction agreed under the Agreements, the Company shall immediately refund to the Buyer all the deposits paid by the Buyer together with a sum equivalent to the deposits paid by the Buyer as liquidated damages (and not penalty) and pay the Buyer's Transaction Costs.

The Board considers that the further terms and conditions of the Agreements for the Disposal and Leaseback Agreement are on normal commercial, fair and reasonable in transactions of similar nature and are in the interest and the Shareholders as a whole.

FURTHER INFORMATION ON THE BUYER AND THE AGENT

As advised by the Buyer, it is principally engaged in the business of investment in real estate in Hong Kong. As advised by the Agent, it is principally engaged in business consultancy.

To the best of the Director's knowledge, information and belief having made all reasonable enquiry, the Buyer is ultimately and beneficially owned by Chan Yui Kwan and the Agent is ultimately and beneficially owned by Cheung Chau Ping. As further advised by the Buyer, the ultimate beneficial owner of the Buyer is the son of the ultimate beneficial owner of the Agent.

GENERAL

A circular containing, among other things, (i) further information on the Disposal, the Leaseback Arrangement and the transactions contemplated thereunder the Agreements, (ii) other information as required under GEM Listing Rules, and (iii) a notice of the EGM is expected to be dispatched to the Shareholders on or before Monday, 1 September 2025 in compliance with the GEM Listing Rules.

WARNING

Completion of the Disposal and the Leaseback Arrangement are subject to the fulfilment of the conditions precedent set out in the Formal Agreement and the Lease Agreement, respectively, and therefore the Disposal and the Leaseback Arrangement may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

By order of the Board
Sinofortune Financial Holdings Limited
Wang Jiawei
Chairman

Hong Kong, 18 August 2025

As of the date of this announcement, the executive Directors are Mr. Wang Jiawei and Ms. Lai Yuk Mui, the non-executive Director is Mr. Liu Runtong and the independent non-executive Directors are Professor Zhang Benzheng, Mr. Li Jianxing, Professor Chen Shu Wen and Mr. Lee Kwun Kwan.

This announcement, for which the directors of the Company collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules of The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Company. The directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the "Latest Listed Company Information" page of the website of The Stock Exchange of Hong Kong Limited at http://www.hkexnews.hk for at least 7 days from the date of its posting and on the Company's website at http://www.sinofortune.hk.