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MIDEA REAL ESTATE HOLDING LIMITED

美的置業控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3990)

DISCLOSURE PURSUANT TO RULE 13.18 OF THE LISTING RULES

This announcement is made pursuant to Rule 13.18 of the Listing Rules in respect of the Facility Agreement entered into by Midea Construction (Hong Kong) Limited, an indirectly wholly-owned subsidiary of the Company (as borrower), the Company (as listing guarantor) and certain of its subsidiaries incorporated outside the PRC (as original guarantors), certain financial institutions (as lenders), Hang Seng Bank (as mandated lead arranger and agent) and certain banks (as mandated lead arrangers), for a dual tranche transferrable term loan facility denominated in HKD and USD in an initial amount of HKD1,050 million and USD60 million respectively, which may be subsequently increased up to HKD1,170 million or its US dollars equivalent (exclusive of the said initial amount) on 3 August 2020. The Facility Agreement imposes, among other things, specific performance obligations on the Controlling Shareholders.

This announcement is made by the board of directors (the “**Board**”) of Midea Real Estate Holding Limited (the “**Company**”) pursuant to Rule 13.18 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”).

Facility Agreement

On 3 August 2020, Midea Construction (Hong Kong) Limited (the “**Borrower**”), an indirectly wholly-owned subsidiary of the Company (as borrower), the Company (as listing guarantor) and certain of its subsidiaries incorporated outside the PRC (as original guarantors) entered into a facility agreement (the “**Facility Agreement**”) with certain financial institutions (as lenders) (collectively, the “**Lenders**”), Hang Seng Bank Limited (“**Hang Seng Bank**”) (as mandated lead arranger and agent) and certain banks (as mandated lead arrangers) for a dual tranche transferrable term loan facility denominated in HKD and USD in an initial amount of HKD1,050 million and USD60 million respectively, which may be subsequently increased up to HKD1,170 million or its US dollars equivalent (exclusive of the said initial amount) (the “**Loan(s)**”). The exchange rate for USD to HKD under the Loan(s) shall be fixed at USD1.00 to HKD7.80.

The final repayment date of the Loan(s) shall be the date falling 36 months after the first utilisation date. The purpose of the Loan(s) is primarily to refinance the financial indebtedness, and for the general working capital requirements, of the Company and its subsidiaries.

Specific Performance Obligation

Pursuant to the Facility Agreement, it will be a “**Change of Control**” if (i) Mr. He Xiangjian and/or Ms. Lu Deyan (taking into account their combined shareholdings) jointly do not or cease to, remain as the single largest shareholder of the Company or to maintain (directly or indirectly) not less than 51% of all beneficial shareholding interests in the issued share capital and management control of the Company; and/or (ii) Mr. He Xiangjian, Ms. Lu Deyan and Midea Development Holding (BVI) Limited (collectively, the “**Controlling Shareholders**”) collectively cease to, maintain the power to the exercise of 30% or more of the voting rights at general meetings of the Company, or cease to be the controlling shareholders of the Company as such term is used under the Listing Rules.

If a Change of Control under the Facility Agreement occurs, Hang Seng Bank (as agent) may, and if so directed by the majority lenders, by notice to the Borrower, (a) without prejudice to the participation of any Lenders in any Loan(s) then outstanding, cancel all or any part of the amount of the loan committed by the Lenders; and/or (b) declare that all or part of the Loan(s), together with accrued interest, and all other amounts accrued or outstanding be immediately due and payable; and/or (c) declare that all or part of the Loan(s) be payable on demand, whereupon they shall immediately become payable on demand by the Hang Seng Bank (as agent) on the instructions of the majority lenders.

As at the date of this announcement, the Controlling Shareholders, directly or indirectly, holds 1,000,000,000 ordinary shares of the Company, representing approximately 81.26% of the issued share capital of the Company.

The Company will comply with the continuing disclosure requirements pursuant to Rule 13.21 of the Listing Rules for so long as circumstances giving rise to the above obligations continue to exist.

By order of the Board
Midea Real Estate Holding Limited
Hao Hengle
Chairman, Executive Director and President

Hong Kong, 3 August 2020

As at the date of this announcement, the executive directors of the Company are Mr. Hao Hengle, Mr. Yao Wei, Mr. Lin Ge and Ms. Lin Dongna; the non-executive directors of the Company are Mr. He Jianfeng and Mr. Zhao Jun; and the independent non-executive directors of the Company are Mr. Tan Jinsong, Mr. O’Yang Wiley and Mr. Lu Qi.