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GUANGDONG LAND HOLDINGS LIMITED
粤海置地控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 00124)

Discloseable Transaction

**Office Tower Fitting-out Work Agreement
and
Commercial Shopping Buildings Fitting-out Work Agreement
in relation to the Southern Land under the GDH City Project**

The Board is pleased to announce that, upon conclusion of the contracting tender process for the selection of the contractor for the Office Tower Fitting-out Work of the Southern Land, on 27 May 2021, Guangdong Yuehai Land (a wholly-owned subsidiary of the Company) entered into the Office Tower Fitting-out Work Agreement with China Construction Shenzhen in relation to the Office Tower Fitting-out Work of the Southern Land at the consideration of RMB160,508,216.80 (equivalent to approximately HK\$194,603,000), subject to adjustments (if any) as set out below.

On a standalone basis, since one of the applicable percentage ratios in respect of the Office Tower Fitting-out Work Agreement exceeds 5% but all of them are less than 25%, the Office Tower Fitting-out Work Agreement constitutes a discloseable transaction of the Company. As the Office Tower Fitting-out Work Agreement and the Commercial Shopping Buildings Fitting-out Work Agreement (which does not constitute a notifiable transaction of the Company on a standalone basis) were both agreements entered into between Guangdong Yuehai Land and the China State Construction Group regarding the fitting-out work in respect of the relevant land within twelve months, the Transactions are aggregated pursuant to Rule 14.22 of the Listing Rules. Since one of the applicable percentage ratios in respect of the Transactions (on an aggregated basis) exceeds 5% but all of them are less than 25%, the Transactions constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

A. INTRODUCTION

Reference is made to the circular of the Company dated 22 June 2016 in relation to the Buxin Project (now known as the GDH City Project), which set out the details of the GDH City Project. As disclosed in the 2020 Annual Report of the Company, the Southern Land is under the second phase of the development of the GDH City Project and the properties thereon are expected to be filed for completion (竣工備案) in 2023 on current schedule.

The Board is pleased to announce that, upon conclusion of the contracting tender process for the selection of the contractor for the Office Tower Fitting-out Work of the Southern Land, on 27 May 2021, Guangdong Yuehai Land (a wholly-owned subsidiary of the Company) entered into the Office Tower Fitting-out Work Agreement with China Construction Shenzhen in relation to the Office Tower Fitting-out Work of the Southern Land at the consideration of RMB160,508,216.80 (equivalent to approximately HK\$194,603,000), subject to adjustments (if any) as set out below.

Furthermore, on 8 April 2021, Guangdong Yuehai Land (a wholly-owned subsidiary of the Company) entered into the Commercial Shopping Buildings Fitting-out Work Agreement with CCEED Decoration in relation to the Commercial Shopping Buildings Fitting-out Work of the Southern Land at the consideration of RMB44,174,127.79 (equivalent to approximately HK\$53,557,000), subject to adjustments (if any) as set out below.

More details of the Agreements are set out below.

B. THE AGREEMENTS

B.1 Office Tower Fitting-out Work Agreement

A summary of the salient terms of the Office Tower Fitting-out Work Agreement is set out below:

Parties

Principal (發包人) : Guangdong Yuehai Land, a wholly-owned subsidiary of the Company

Contractor (承攬人) : 中建深圳裝飾有限公司 (China Construction Shenzhen Decoration Co., Ltd.)

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, China Construction Shenzhen and its ultimate beneficial owners are not connected persons of the Company and thus they are third parties independent of the Group.

Subject matter

On 27 May 2021, China Construction Shenzhen was appointed as the contractor for the office tower public area fitting-out work of the Southern Land (the “**Office Tower Fitting-out Work**”). Pursuant to the Office Tower Fitting-out Work Agreement, the scope of the Office Tower Fitting-out Work shall include but not limited to high-quality fitting-out works (including ceilings, floors and walls) for lobbies, corridors, anterooms and combined anterooms, passenger lift lobbies, escalators, men's and women's washrooms, bathrooms, baby rooms and cleaning rooms on certain floors, depository storage areas for valuable items, ground network floor of standard floor office units, and installation works of electrical lighting, water supply and drainage, sanitary hardware and ceiling vents, in the office tower on the Southern Land.

Consideration and basis of determination of consideration

The total consideration payable to China Construction Shenzhen for the Office Tower Fitting-out Work shall be RMB160,508,216.80 (equivalent to approximately HK\$194,603,000) (the “**Office Tower Fitting-out Work Consideration**”). If the fluctuation of Labour Fees exceeds the prescribed percentage as stated in the Office Tower Fitting-out Work Agreement, or there is a change of works and permit after on-site inspections or there is a state policy adjustment to value-added tax rate (if any), etc., the Office Tower Fitting-out Work Consideration may be subject to adjustments pursuant to the relevant mechanism under the Office Tower Fitting-out Work Agreement.

The Office Tower Fitting-out Work Consideration comprises:

- (i) the sub-project fees (分部分項工程費) (the “**Office Tower Fitting-out Sub-project Fees**”), including direct construction fees (直接工程費), corporate management fees and other relevant fees for the Office Tower Fitting-out Work as set out in the paragraph headed “Subject matter” above;
- (ii) the measure fees (措施項目費) (the “**Office Tower Fitting-out Measure Fees**”), including safety and civilised construction measure fees (安全文明施工措施費) (the “**Office Tower Fitting-out Safety and Civilised Measure Fees**”) and other measure fees (for example, all fees in relation to the guarantee for work period, technology, security and prevention, as well as quality) (the “**Office Tower Fitting-out Other Measure Fees**”);
- (iii) the tentative fees for materials (the “**Materials Tentative Fees**”); and
- (iv) the levies and taxes (徵費及稅金) (the “**Levies and Taxes**”) payable in relation to the works under the applicable rules and regulations of the PRC.

Such consideration shall be paid by Guangdong Yuehai Land in cash in the manners set out below:

(i) *Office Tower Fitting-out Work Fees*

The Office Tower Fitting-out Sub-project Fees and corresponding Levies and Taxes (collectively, the “**Office Tower Fitting-out Work Fees**”) (after deduction of relevant fees) shall be paid by the following means:

- (1) progress fees shall be payable to China Construction Shenzhen every two months at the contractual agreed time. Upon review and confirmation by Guangdong Yuehai Land on the payment condition being satisfied, such progress fees shall be paid up to 70% of the construction price of the completed and qualified works in the current period, after deduction of other deductible amounts;
- (2) if Guangdong Yuehai Land confirms in writing that it is necessary to increase or decrease the construction price for on-site permit and for change of works, payments or deductions shall be made to the latest subsequent instalment of the progress fees based on the construction price (and Levies and Taxes) of the qualified works being reviewed and confirmed by Guangdong Yuehai Land, of which shall be aggregated up to 80% of the relevant payment or deduction;

- (3) upon completion of all works within the scope of the Office Tower Fitting-out Work Agreement and preliminary qualification assessed by the engineers, the progress fees shall be paid up to 85% of the construction price (and Levies and Taxes) of the completed and qualified works, after deduction of other deductible amounts; and
- (4) upon qualification for completion and inspection and delivery of all works within the scope of the Office Tower Fitting-out Work Agreement, as well as submission of all details regarding the completion and the settlement for completion (which were confirmed by Guangdong Yuehai Land and the engineers) by China Construction Shenzhen according to the Office Tower Fitting-out Work Agreement, and after review and approval by the engineers and Guangdong Yuehai Land, the work progress fees shall be paid up to 90% of the construction price (and Levies and Taxes) of the completed and qualified works after deduction of other deductible amounts.

(ii) *Office Tower Fitting-out Measure Fees*

The Office Tower Fitting-out Safety and Civilised Measure Fees shall be paid in three instalments in the following manner:

- (1) within 28 days from the commencement date of the Office Tower Fitting-out Work, and after China Construction Shenzhen has submitted to Guangdong Yuehai Land a safety and civilised protection measure proposal and scheme which has satisfied the project's requirements, China Construction Shenzhen may apply to Guangdong Yuehai Land to pay 50% of the total amount of the Office Tower Fitting-out Safety and Civilised Measure Fees, after deduction of other deductible amounts;
- (2) when the cumulative construction price of the completed and qualified works is greater than or equal to 50% of the tentative price (excluding the tentative fees and provisionally listed amounts) on the Office Tower Fitting-out Work Agreement, China Construction Shenzhen may apply to Guangdong Yuehai Land to pay up to 80% of the total amount of the Office Tower Fitting-out Safety and Civilised Measure Fees, after deduction of other deductible amounts; and
- (3) upon completion of the Office Tower Fitting-out Work and preliminary qualification assessed by the engineers, China Construction Shenzhen may apply to Guangdong Yuehai Land to pay up to 100% of the total amount of the Office Tower Fitting-out Safety and Civilised Measure Fees in respect of the completed and qualified works, after deduction of other deductible amounts.

The Office Tower Fitting-out Other Measure Fees shall be paid in the following manner:

Guangdong Yuehai Land shall pay 2% based on the progress fees of the Office Tower Fitting-out Sub-project Fees in relation to the completed and qualified works in the current period. The cumulative progress fees of the Office Tower Fitting-out Other Measure Fees shall not exceed 80% of the total amount of the Office Tower Fitting-out Other Measure Fees.

(iii) *Materials Tentative Fees*

The procurement of stone materials for the Office Tower Fitting-out Work shall be determined jointly by China Construction Shenzhen and Guangdong Yuehai Land through independent tender. Based on the specifications and thickness of the stone materials in construction plans approved by the relevant authorities and the market price of stone materials of similar quality, the current Materials Tentative Fees determined by China Construction Shenzhen and Guangdong Yuehai Land for the stone materials is RMB21,381,105.26 (equivalent to approximately HK\$25,923,000). The consideration and the specific method of payment for the stone materials will be determined and adjusted (if any) in a separate tender.

(iv) *Remainder of the Office Tower Fitting-out Work Consideration*

The remainder of the Office Tower Fitting-out Work Consideration shall be paid in the following manner:

- (1) upon qualification for completion and inspection of the Office Tower Fitting-out Work, and after review and written confirmation by Guangdong Yuehai Land on the settlement cost for work completion, China Construction Shenzhen shall apply to Guangdong Yuehai Land for payment of the corresponding settlement price for completion while Guangdong Yuehai Land shall pay to China Construction Shenzhen up to 97% of the corresponding settlement price for completion (as confirmed by Guangdong Yuehai Land in writing); and
- (2) the remaining 3% of the settlement price for completion of works shall be the quality bond which shall be paid to China Construction Shenzhen upon the expiration of the quality warranty period and net of deductible amounts.

The quality warranty period for the decoration and fitting-out works is two years. The quality warranty period for other works shall be subject to the relevant laws and regulations of Shenzhen and the PRC (if the relevant laws and regulations do not provide for a quality warranty period, the quality warranty period for such works shall be two years).

Each of the payments under the Office Tower Fitting-out Work Fees and the Office Tower Fitting-out Measure Fees above shall be paid by Guangdong Yuehai Land within 30 days from the receipt of tax invoice from China Construction Shenzhen for the relevant payment.

The Office Tower Fitting-out Work Consideration was determined based on the bidding price offered by China Construction Shenzhen. Tenders were received from a total of 19 bidders, and the Group has considered the quotations, specialised technological know-hows and experience, equipment quality, construction plan, proposed construction period of all 19 bidders in order to determine the successful bidder, among which the relevant quotation and the bidders' relevant experience in carrying out construction works of comparable scale and complexity were the major factors considered by the Group. After conducting an overall evaluation of the tender proposals, the Group awarded the Office Tower Fitting-out Work to China Construction Shenzhen on the basis that it obtained the most votes from the Group's tender evaluation committee. China Construction Shenzhen's bidding price is within the mid-range of the bidding prices submitted and the Company considers that the Office Tower Fitting-out Work Consideration was in line with the Group's estimation on the contract value of the Office Tower Fitting-out Work which was conducted with reference to the market price of relevant works that are of similar scale and nature. In particular, the Group has relied on results of other open tenders published by the Shenzhen Building and Construction Bureau (深圳市住房和建設局) for its estimation.

The Office Tower Fitting-out Work Consideration is expected to be funded by the Group's internal resources and/or bank borrowings.

Adjustment mechanism for the consideration

The Office Tower Fitting-out Work Consideration may be adjusted based on the relevant mechanism under the Office Tower Fitting-out Work Agreement:

(i) Fluctuation of Labour Fees

In accordance with the provisions of the Office Tower Fitting-out Work Agreement, in the event that the fluctuation (not caused by China Construction Shenzhen) of Labour Fees (based on the price published in the "Shenzhen Construction Works Price Information" (《深圳建設工程價格信息》)) exceeds $\pm 5\%$, the Office Tower Fitting-out Work Consideration shall be adjusted accordingly, the amount of which shall be determined in accordance with the fluctuation of such price and the applicable tax rate. The above price fluctuation adjustment shall not apply to all issued permits.

(ii) Value-added tax rate adjustments pursuant to the PRC government policy

According to the terms of the Office Tower Fitting-out Work Agreement, in the event that there is any adjustment to the applicable value-added tax rate pursuant to the PRC government policy, the adjusted value-added tax rate shall be adopted (and reflected in the value-added tax invoices to be issued by China Construction Shenzhen) and the amount of which shall be calculated based on the project price under the Office Tower Fitting-out Work Agreement and the difference between the original and the adjusted value-added tax rates at the relevant time.

(iii) Change of works and permits after on-site inspections

China Construction Shenzhen shall submit a written proposal on the price of the work change (including detailed budget for the work change and the relevant management fees) within 14 days from the receipt of a work change instruction. The price of the work change shall be agreed by written confirmation upon approval by the engineers and Guangdong Yuehai Land.

The on-site permit originated by China Construction Shenzhen together with the budget and detailed information of the permit, including a complete permitted works quantity calculation sheet and a composite unit price analysis) shall be submitted to the engineers and Guangdong Yuehai Land. Guangdong Yuehai Land shall review and determine the permitted work fees pursuant to the terms of the Office Tower Fitting-out Work Agreement.

According to the terms of the Office Tower Fitting-out Work Agreement, the relevant adjustments shall be made in the following manner:

- (1) references shall be made first to any identical or similar applicable item in the Office Tower Fitting-out Work Agreement and, if any, such price shall be used as the basis of price determination;

- (2) if there is no identical or similar applicable item in the Office Tower Fitting-out Work Agreement, such price shall be arrived on the basis or requirements of relevant fixed amount standards issued by the relevant official department(s) of the PRC such as “Fixed Consumption for Prefabricated Construction Works (2016)” (《裝配式建築工程消耗量定額 (2016) 》), “Fixed Consumption for Construction Works in Shenzhen (2016)” (《深圳市建築工程消耗量定額 (2016) 》), “Fixed Operating Mechanical Capacity per 8-hour Shift for Construction Works in Shenzhen (2014)” (《深圳市建設工程施工機械台班定額 (2014) 》), “Fixed Consumption for Decoration Works in Shenzhen (2020)” (《深圳市裝飾工程消耗量定額 (2020) 》), “Fixed Consumption for Installation Work in Shenzhen (2020)” (《深圳市安裝工程消耗量定額 (2020) 》), “Fixed Consumption for Municipal Works in Shenzhen (2017)” (《深圳市市政工程消耗量定額 (2017) 》), “Shenzhen Construction Engineering Valuation Procedures (2017)” (《深圳市建設工程計價規程 (2017) 》) and “Regulation of Pricing Rate for Building Construction in Shenzhen (2018)” (《深圳市建設工程計價費率標準 (2018) 》), and the composite unit price prepared based on the material and equipment reference price (in current period of month of bidding deadline) as set out in the “Shenzhen Construction Works Price Information” (《深圳建設工程價格信息》) published by engineering costs management departments, as well as the price calculation method(s) as agreed under the Office Tower Fitting-out Work Agreement. If the “Shenzhen Construction Works Price Information” (《深圳建設工程價格信息》) (in current period of month of bidding deadline) has no information on the unit price of such material and equipment, the unit price of such material and equipment shall be jointly negotiated and determined among Guangdong Yuehai Land, the engineers and China Construction Shenzhen with reference to their market price; and
- (3) if there is no identical or similar item(s) or relevant fixed amount item(s) in the quotation for the works quantity list of the Office Tower Fitting-out Work Agreement and there is no information available for reference to the benchmarks or regulations issued by the relevant official departments of the PRC, such prices shall be jointly negotiated and determined among Guangdong Yuehai Land, the engineers and China Construction Shenzhen with reference to their market price.

(iv) Materials Tentative Fees

As mentioned in “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration - (iii) Materials Tentative Fees”, the consideration is a current tentative price determined by China Construction Shenzhen and Guangdong Yuehai Land, and the specific payment method and amount will be determined and adjusted (if any) in a separate tender.

The adjustments (if any) under items (i) and (ii) above are caused by fluctuation of Labour Fees and adjustments of the value-added tax rate due to the PRC government policy (such adjustments could be upward or downward), which are beyond the control of both parties to the Office Tower Fitting-out Work Agreement. The adjustments (if any) under item (iii) above are slight and insignificant changes in relation to the design and/or actual situation, therefore the Company considers that such adjustments (if any) will not result in the significant increase of the consideration. The Materials Tentative Fees under item (iv) above are estimates that are based on the specifications and thickness as stated in construction plans approved by the relevant authorities and the market price of stone materials of similar gradings, and therefore the Company considers that even if the consideration may be slightly adjusted after the tender, it will not result in a significant increase or decrease in the consideration.

Other terms

The Office Tower Fitting-out Work Agreement is effective since 27 May 2021.

According to the Office Tower Fitting-out Work Agreement, the duration of the Office Tower Fitting-out Work is 501 calendar days and is expected to be completed on 15 October 2022.

Guarantee

China Construction Shenzhen shall provide an irrevocable performance guarantee to Guangdong Yuehai Land in respect of the performance obligations of China Construction Shenzhen under the Office Tower Fitting-out Work Agreement within 10 days from the signing of the Office Tower Fitting-out Work Agreement, up to a maximum guarantee amount of 10% of the contractual tentative total price (net of the tentative fees and provisionally listed amounts, if any) of the Office Tower Fitting-out Work Agreement, i.e. RMB13,021,711.15 (equivalent to approximately HK\$15,788,000). The performance guarantee shall be valid from the date of creation of the performance guarantee to 28 days after the completion and qualification of the Office Tower Fitting-out Work, the submission of all completion details and the issuance of the delivery proof certificates in relation to the Office Tower Fitting-out Work.

B.2 Commercial Shopping Buildings Fitting-out Work Agreement

A summary of the salient terms of the Commercial Shopping Buildings Fitting-out Work Agreement is set out below:

Parties

- Principal (發包人) : Guangdong Yuehai Land, a wholly-owned subsidiary of the Company
- Contractor (承包人) : 中建八局裝飾工程有限公司 (CCEED Decoration Engineering Co., Ltd.)

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, CCEED Decoration and its ultimate beneficial owners are not connected persons of the Company and thus they are third parties independent of the Group.

Subject matter

On 8 April 2021, CCEED Decoration was appointed as the contractor for the commercial shopping buildings fitting-out work of the Southern Land (the "**Commercial Shopping Buildings Fitting-out Work**"). Pursuant to the Commercial Shopping Buildings Fitting-out Work Agreement, the scope of the Commercial Shopping Buildings Fitting-out Work shall include but not limited to the fitting-out and decoration works for common accesses, lift lobbies and lift cabins, anterooms and combined anterooms, washrooms, semi-logistics areas on certain floors, certain key areas in parking garage (including exterior of commercial lift lobbies and escalators, exterior of office lift lobbies, and basement driveway entrances), and installation works of electrical lighting, ceiling vents, water supply and drainage and sanitary hardware, in the shopping buildings on the Southern Land.

Consideration and basis of determination of consideration

The total consideration payable to CCEED Decoration for the Commercial Shopping Buildings Fitting-out Work shall be RMB44,174,127.79 (equivalent to approximately HK\$53,557,000) (the “**Commercial Shopping Buildings Fitting-out Work Consideration**”). If the fluctuation of Labour Fees exceeds the prescribed percentage as stated in the Commercial Shopping Buildings Fitting-out Work Agreement, or there is a change of works and permit after on-site inspections or there is a state policy adjustment to value-added tax rate (if any), etc., the Commercial Shopping Buildings Fitting-out Work Consideration may be subject to adjustments pursuant to the relevant mechanism under the Commercial Shopping Buildings Fitting-out Work Agreement.

The Commercial Shopping Buildings Fitting-out Work Consideration comprises:

- (i) the sub-project fees (分部分項工程費) (the “**Commercial Shopping Buildings Fitting-out Sub-project Fees**”), including direct construction fees (直接工程費), corporate management fees and other relevant fees for the Commercial Shopping Buildings Fitting-out Work as set out in the paragraph headed “Subject matter” above;
- (ii) the measure fees (措施項目費) (the “**Commercial Shopping Buildings Fitting-out Measure Fees**”), including safety and civilised construction measure fees (安全文明施工措施費) (the “**Commercial Shopping Buildings Fitting-out Safety and Civilised Measure Fees**”) and other measure fees (for example, all fees in relation to the guarantee for work period, technology, security and prevention, as well as quality) (the “**Commercial Shopping Buildings Fitting-out Other Measure Fees**”); and
- (iii) the Levies and Taxes.

Such consideration shall be paid by Guangdong Yuehai Land in cash in the manners set out below:

(i) *Commercial Shopping Buildings Fitting-out Work Fees*

The Commercial Shopping Buildings Fitting-out Sub-project Fees and corresponding Levies and Taxes (collectively, the “**Commercial Shopping Buildings Fitting-out Work Fees**”) (after deduction of relevant fees) shall be paid by the following means:

- (1) progress fees shall be payable to CCEED Decoration every two months at the contractual agreed time. Upon review and confirmation by Guangdong Yuehai Land on the payment condition being satisfied, such progress fees shall be paid up to 70% of the construction price of the completed and qualified works in the current period, after deduction of other deductible amounts;
- (2) if Guangdong Yuehai Land confirms in writing that it is necessary to increase or decrease the construction price for on-site permit and for change of works, payments or deductions shall be made to the latest subsequent instalment of the progress fees based on the construction price (and Levies and Taxes) of the qualified works being reviewed and confirmed by Guangdong Yuehai Land, of which shall be aggregated up to 80% of the relevant payment or deduction;

- (3) upon completion of all works within the scope of the Commercial Shopping Buildings Fitting-out Work Agreement and preliminary qualification assessed by the engineers, the progress fees shall be paid up to 85% of the construction price (and Levies and Taxes) of the completed and qualified works, after deduction of other deductible amounts; and
- (4) upon qualification for completion and inspection and delivery of all works within the scope of the Commercial Shopping Buildings Fitting-out Work Agreement, as well as submission of all details regarding the completion and the settlement for completion (which were confirmed by Guangdong Yuehai Land and the engineers) by CCEED Decoration according to the Commercial Shopping Buildings Fitting-out Work Agreement, and after review and approval by the engineers and Guangdong Yuehai Land, the work progress fees shall be paid up to 90% of the construction price (and Levies and Taxes) of the completed and qualified sub-project works, after deduction of other deductible amounts.

(ii) *Commercial Shopping Buildings Fitting-out Measure Fees*

The Commercial Shopping Buildings Fitting-out Safety and Civilised Measure Fees shall be paid in three instalments in the following manner:

- (1) within 28 days from the commencement date of the Commercial Shopping Buildings Fitting-out Work, and after CCEED Decoration has submitted a safety and civilised protection measure proposal and scheme which satisfied the project's requirements to Guangdong Yuehai Land, CCEED Decoration may apply to Guangdong Yuehai Land to pay 50% of the total amount of the Commercial Shopping Buildings Fitting-out Safety and Civilised Measure Fees, after deduction of other deductible amounts;
- (2) when the cumulative construction price of the completed and qualified works is greater than or equal to 50% of the tentative price (excluding the tentative fees (if any) and provisionally listed amounts) on the Commercial Shopping Buildings Fitting-out Work Agreement, CCEED Decoration may apply to Guangdong Yuehai Land to pay up to 80% of the total amount of the Commercial Shopping Buildings Fitting-out Safety and Civilised Measure Fees, after deduction of other deductible amounts; and
- (3) upon completion of the Commercial Shopping Buildings Fitting-out Work and preliminary qualification assessed by the engineers, CCEED Decoration may apply to Guangdong Yuehai Land to pay up to 100% of the total amount of the Commercial Shopping Buildings Fitting-out Safety and Civilised Measure Fees in respect of the completed and qualified works, after deduction of other deductible amounts.

The Commercial Shopping Buildings Fitting-out Other Measure Fees shall be paid in the following manner:

Guangdong Yuehai Land shall pay 2% based on the progress fees of the Commercial Shopping Buildings Fitting-out Sub-project Fees in relation to the completed and qualified sub-projects in the current period. The cumulative progress fees of the Commercial Shopping Buildings Fitting-out Other Measure Fees shall not exceed 80% of the total amount of the Commercial Shopping Buildings Fitting-out Other Measure Fees.

(iii) *Remainder of the Commercial Shopping Buildings Fitting-out Work Consideration*

The remainder of the Commercial Shopping Buildings Fitting-out Work Consideration shall be paid in the following manner:

- (1) upon qualification for completion and inspection of the Commercial Shopping Buildings Fitting-out Work, and after review and written confirmation by Guangdong Yuehai Land on the settlement cost for work completion, CCEED Decoration shall apply to Guangdong Yuehai Land for payment of the corresponding settlement price for completion while Guangdong Yuehai Land shall pay to CCEED Decoration up to 97% of the corresponding settlement price for completion (as confirmed by Guangdong Yuehai Land in writing); and
- (2) the remaining 3% of the settlement price for completion of works shall be the quality bond which shall be paid to CCEED Decoration upon the expiration of the quality warranty period and net of deductible amounts.

The quality warranty period for the decoration and fitting-out works is two years. The quality warranty period for electrical piping works, water supply and drainage piping works and equipment installation works is two years. The quality warranty period for waterproofing works, pools with waterproof features, water landscape, washroom/room and exterior wall leakage prevention works is five years. The quality warranty period for other works shall be subject to the relevant laws and regulations of Shenzhen and the PRC (if the relevant laws and regulations do not provide for a quality warranty period, the quality warranty period for such works shall be two years).

Each of the payments under the Commercial Shopping Buildings Fitting-out Work Fees and the Commercial Shopping Buildings Measure Fees above shall be paid by Guangdong Yuehai Land within 30 days from the receipt of tax invoice from CCEED Decoration for the relevant payment.

The Commercial Shopping Buildings Fitting-out Work Consideration was determined based on the bidding price offered by CCEED Decoration. Tenders were received from a total of 8 bidders, and the Group has considered the quotations, specialised technological know-hows and experience, equipment quality, construction plan, proposed construction period of all 8 bidders in order to determine the successful bidder, among which the relevant quotation and the bidders' relevant experience in carrying out construction works of comparable scale and complexity were the major factors considered by the Group. After conducting an overall evaluation of the tender proposals, the Group awarded the Commercial Shopping Buildings Fitting-out Work to CCEED Decoration on the basis that it obtained the most votes from the Group's tender evaluation committee. CCEED Decoration's bidding price is within the mid-range of the bidding prices submitted and the Company considers that the Commercial Shopping Buildings Fitting-out Work Consideration was in line with the Group's estimation on the contract value of the Commercial Shopping Buildings Fitting-out Work which was conducted with reference to the market price of relevant works that are of similar scale and nature. In particular, the Group has relied on results of other open tenders published by the Shenzhen Building and Construction Bureau (深圳市住房和建設局) for its estimation.

The Commercial Shopping Buildings Fitting-out Work Consideration is expected to be funded by internal resources and/or bank borrowings of the Group.

Adjustment mechanism for the consideration

The Commercial Shopping Buildings Fitting-out Work Consideration may be adjusted based on the relevant mechanism under the Commercial Shopping Buildings Fitting-out Work Agreement:

(i) Fluctuation of Labour Fees

In accordance with the provisions of the Commercial Shopping Buildings Fitting-out Work Agreement, in the event that the fluctuation (not caused by CCEED Decoration) of Labour Fees (based on the price published in the “Shenzhen Construction Works Price Information” (《深圳建設工程價格信息》)) exceeds $\pm 5\%$, the Commercial Shopping Buildings Fitting-out Work Consideration shall be adjusted accordingly, the amount of which shall be determined in accordance with the fluctuation of such price and the applicable tax rate. The above price fluctuation adjustment shall not apply to all issued permits.

(ii) Value-added tax rate adjustments pursuant to the PRC government policy

According to the terms of the Commercial Shopping Buildings Fitting-out Work Agreement, in the event that there is any adjustment to the applicable value-added tax rate pursuant to the PRC government policy, the adjusted value-added tax rate shall be adopted (and reflected in the value-added tax invoices to be issued by CCEED Decoration) and the amount of which shall be calculated based on the project price under the Commercial Shopping Buildings Fitting-out Work Agreement and the difference between the original and the adjusted value-added tax rates at the relevant time.

(iii) Change of works and permits after on-site inspections

CCEED Decoration shall submit a written proposal on the price of the work change (including detailed budget for the work change and the relevant management fees) within 14 days from the receipt of a work change instruction. The price of the work change shall be agreed by written confirmation upon approval by the engineers and Guangdong Yuehai Land.

The on-site permit originated by CCEED Decoration together with the budget and detailed information of the permit, including a complete permitted works quantity calculation sheet and a composite unit price analysis) shall be submitted to the engineers and Guangdong Yuehai Land. Guangdong Yuehai Land shall review and determine the permitted work fees pursuant to the terms of the Commercial Shopping Buildings Fitting-out Work Agreement.

According to the terms of the Commercial Shopping Buildings Fitting-out Work Agreement, the relevant adjustments shall be made in the following manner:

- (1) references shall be made first to any identical or similar applicable item in the Commercial Shopping Buildings Fitting-out Work Agreement and, if any, such price shall be used as the basis of price determination;
- (2) if there is no identical or similar applicable item in the Commercial Shopping Buildings Fitting-out Work Agreement, such price shall be arrived on the basis or requirements of relevant fixed amount standards issued by the relevant official department(s) of the PRC such as “Fixed Consumption for Prefabricated Construction Works (2016)” (《裝配式建築工程消耗量定額 (2016)》), “Fixed Consumption for Construction Works in Shenzhen (2016)” (《深圳市建築工程消耗量定額 (2016)》), “Fixed Operating Mechanical Capacity per 8-hour Shift for Construction Works in Shenzhen (2014)” (《深圳市建設工程施工機械台班定額 (2014)》), “Fixed Consumption for Decoration Works in Shenzhen (2020)” (《深圳市裝飾工程消耗量定額 (2020)》), “Fixed Consumption for Installation Work in Shenzhen (2020)” (《深圳市安裝工程消耗量定額 (2020)》), “Fixed Consumption for Municipal Works in Shenzhen (2017)” (《深圳市市政工程消耗量定額 (2017)》), “Shenzhen Construction Engineering Valuation Procedures (2017)” (《深圳市建設工程計價規程 (2017)》) and “Regulation of Pricing Rate for Building Construction in Shenzhen (2018)” (《深圳市建設工程計價費率標準 (2018)》), and the composite unit price prepared based on the material and equipment reference price (in current period of month of bidding deadline) as set out in the “Shenzhen Construction Works Price Information” (《深圳建設工程價格信息》) published by engineering costs management departments, as well as the price calculation method(s) as agreed under the Commercial Shopping Buildings Fitting-out Work Agreement. If the “Shenzhen Construction Works Price Information” (《深圳建設工程價格信息》) (in current period of month of bidding deadline) has no information on the unit price of such material and equipment, the unit price of such material and equipment shall be jointly negotiated and determined among Guangdong Yuehai Land, the engineers and CCEED Decoration with reference to their market price; and
- (3) if there is no identical or similar item(s) or relevant fixed amount item(s) in the quotation for the works quantity list of the Commercial Shopping Buildings Fitting-out Work Agreement and there is no information available for reference to the benchmarks or regulations issued by the relevant official departments of the PRC, such prices shall be jointly negotiated and determined among Guangdong Yuehai Land, the engineers and CCEED Decoration with reference to their market price.

The adjustments (if any) under items (i) and (ii) above are caused by fluctuation of Labour Fees and adjustments of the value-added tax rate due to the PRC government policy (such adjustments could be upward or downward), which are beyond the control of both parties to the Commercial Shopping Buildings Fitting-out Work Agreement. The adjustments (if any) under item (iii) above are slight and insignificant changes in relation to the design and/or actual situation, therefore the Company considers that such adjustments (if any) will not result in the significant increase of the consideration.

Other terms

The Commercial Shopping Buildings Fitting-out Work Agreement is effective since 8 April 2021.

According to the Commercial Shopping Buildings Fitting-out Work Agreement, the duration of the Commercial Shopping Buildings Fitting-out Work is 456 calendar days and is expected to be completed on 30 September 2022.

Guarantee

CCEED Decoration shall provide an irrevocable performance guarantee to Guangdong Yuehai Land in respect of the performance obligations of CCEED Decoration under the Commercial Shopping Buildings Fitting-out Work Agreement within 10 days from the signing of the Commercial Shopping Buildings Fitting-out Work Agreement, up to a maximum guarantee amount of 10% of the contractual tentative total price (net of the tentative fees and provisionally listed amounts, if any) of the Commercial Shopping Buildings Fitting-out Work Agreement, i.e. RMB4,223,412.78 (equivalent to approximately HK\$5,121,000). The performance guarantee shall be valid from the date of creation of the performance guarantee to 28 days after the completion and qualification of the Commercial Shopping Buildings Fitting-out Work, the submission of all completion details and the issuance of the delivery proof certificates in relation to the Commercial Shopping Buildings Fitting-out Work.

C. REASONS FOR AND BENEFITS OF ENTERING INTO THE AGREEMENTS

As disclosed in the circular of the Company dated 22 June 2016, the Group has acquired the GDH City Land in June 2016 with the purpose to develop the GDH City Project, being a multi-functional commercial complex with jewelry as the main theme. Guangdong Yuehai Land selected China Construction Shenzhen and CCEED Decoration as the contractors for the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work respectively through open tender.

Based on the following reasons, the Board (including the independent non-executive Directors) considers that the terms and conditions (including adjustment mechanism for the consideration) of the Agreements are fair and reasonable, on normal commercial terms and are in the interests of the Company and the Shareholders as a whole:

- (1) Guangdong Yuehai Land employed the Contractors for the provision of services under the Agreements through open tender, which is an open and transparent process. Besides, the Company understands that China Construction Shenzhen and CCEED Decoration have extensive experience in the office tower fitting-out work and commercial shopping buildings fitting-out work businesses in the PRC respectively. The Directors believe that engaging the Contractors to carry out the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work would allow the Group to successfully leverage on the technical expertise and experience of the Contractors and to ensure that the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work will be completed up to the standard as required by Guangdong Yuehai Land, without devoting any manpower and internal resources of the Group to the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work, thereby minimising the management and operational costs;

- (2) The Agreements are based on the Shenzhen construction project construction contract, a standard construction contract published by Shenzhen Construction Engineering Costs Management Station (深圳市建設工程造價管理站). Such standard construction contract is widely used in construction projects of similar scale in Shenzhen and the payment terms of the consideration under each of the Agreements have followed the terms of such standard construction contract. The payment terms for each part of the consideration under each of the Agreements are in line with the market and industry practice for projects with similar scale;
- (3) Due to the long duration of the works under the Agreements, Guangdong Yuehai Land and the Contractors were unable to accurately estimate the fluctuation of Labour Fees for the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work at the time of the signing of the Agreements, therefore, the above two-way adjustment mechanism based on the prices published in the “Shenzhen Construction Works Price Information” (《深圳建設工程價格信息》) is customary and is fair and reasonable to the relevant parties to each Agreements. The adjustment mechanism was formulated with reference to the relevant regulations of the “Code of Bills of Quantities and Valuation for Construction Works” published by the Ministry of Housing and Urban-Rural Development of the PRC;
- (4) For adjustment due to a change of value-added tax rate, such adjustment would be due to a change in the relevant PRC government policy. Guangdong Yuehai Land, as a company incorporated in the PRC, must comply with the relevant laws and regulations. Accordingly, such adjustment event is beyond the control of the relevant parties to each Agreements;
- (5) If the Contractors were to bear the additional costs in relation to the fluctuation of Labour Fees and change of value-added tax rate, Guangdong Yuehai Land might need to accept a higher contracting price (hence higher costs to the Group) or fewer contractors might be willing to participate in the tenders for the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work; and
- (6) Variation requests are not uncommon during the course of works. To ensure flexibility for the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work, relevant adjustment mechanisms as described in the sections titled “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Adjustment mechanism for the consideration - (iii) Change of works and permits after on-site inspections” and “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Adjustment mechanism for the consideration - (iii) Change of works and permits after on-site inspections” are, in particular, added into the Agreements and such adjustment mechanisms for the considerations are customary and fair and reasonable to the relevant parties to each Agreements. In addition, since it is necessary for the Office Tower Fitting-out Work and the Commercial Shopping Buildings Fitting-out Work to obtain an approval for documents related to work specifications and scales such as construction plans from the relevant governmental authority(ies) of the PRC before implementation, none of such change of works can be significantly modified nor will it lead to a significant increase in the consideration.

The possibility for the transactions contemplated under the Agreements (on an aggregate basis) to be re-classified as transactions of a higher category under Chapter 14 of the Listing Rules as a result of an adjustment (if any) to the considerations under the Agreements is very low. In the event that the transactions contemplated under the Agreements (on an aggregate basis) would fall into a higher transaction threshold category under Chapter 14 of the Listing Rules as a result of an adjustment to the considerations, the Company would re-comply with the relevant requirements under the Listing Rules.

D. INFORMATION ON THE GROUP AND GUANGDONG YUEHAI LAND

The Group is principally engaged in property development and investment businesses. Guangdong Yuehai Land is an indirect wholly-owned subsidiary of the Company, and is principally engaged in the property development and investment businesses in the PRC.

E. INFORMATION ON THE CONTRACTORS

The Company is aware that China Construction Shenzhen is principally engaged in curtain wall construction works, metal door and window works, architectural fitting-out and decoration works, architectural fitting-out and decoration design, curtain wall design and other related businesses. China Construction Shenzhen is wholly-owned by China State Construction (through its wholly-owned subsidiary, China State Decoration).

The Company is aware that CCEED Decoration is principally engaged in architectural fitting-out and decoration works, architectural fitting-out and decoration design, curtain wall construction works, curtain wall design, metal door and window works, intelligent construction works, intelligent construction design and other related businesses. CCEED Decoration is wholly-owned by China State Construction (through its wholly-owned subsidiary, China Construction Eighth Engineering Division).

China State Construction is a company currently listed on the Shanghai Stock Exchange (Stock Code: 601668.SH). China State Construction has stated in its 2020 annual report that its controlling shareholder is China State Construction Engineering Group Co., Ltd. (中國建築集團有限公司) and its ultimate beneficial owner is the State-owned Assets Supervision and Administration Committee of the State Council of the PRC (中國國務院國有資產監督管理委員會).

F. LISTING RULES IMPLICATIONS

On a standalone basis, since one of the applicable percentage ratios in respect of the Office Tower Fitting-out Work Agreement exceeds 5% but all of them are less than 25%, the Office Tower Fitting-out Work Agreement constitutes a discloseable transaction of the Company.

On a standalone basis, since all applicable percentage ratios in respect of the Commercial Shopping Buildings Fitting-out Work Agreement are less than 5%, the Commercial Shopping Buildings Fitting-out Work Agreement does not constitute a notifiable transaction of the Company.

As the Office Tower Fitting-out Work Agreement and the Commercial Shopping Buildings Fitting-out Work Agreement were both agreements entered into between Guangdong Yuehai Land and the China State Construction Group regarding the fitting-out work in respect of the relevant land within twelve months, the Office Tower Fitting-out Work Agreement and the Commercial Shopping Buildings Fitting-out Work Agreement (the “**Transactions**”) are aggregated pursuant to Rule 14.22 of the Listing Rules. Since one of the applicable percentage ratios in respect of the Transactions (on an aggregated basis) exceeds 5% but all of them are less than 25%, the Transactions constitute a discloseable transaction for the Company under Chapter 14 of the Listing Rules.

G. DEFINITIONS

In this announcement, the following expressions shall have the meanings set out below unless the context requires otherwise:

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| “Agreements” | the Office Tower Fitting-out Work Agreement and the Commercial Shopping Buildings Fitting-out Work Agreement |
| “Board” | the board of Directors |
| “CCEED Decoration” | 中建八局裝飾工程有限公司 (CCEED Decoration Engineering Co., Ltd.), a company established in the PRC with limited liability |
| “China Construction Eighth Engineering Division” | 中國建築第八工程局有限公司 (China Construction Eighth Engineering Division Corp. Ltd.), a company established in the PRC with limited liability and the holding company of CCEED Decoration |
| “China Construction Shenzhen” | 中建深圳裝飾有限公司 (China Construction Shenzhen Decoration Co., Ltd.), a company established in the PRC with limited liability |
| “China State Construction” | 中國建築股份有限公司 (China State Construction Engineering Corporation Limited), a company established in the PRC with limited liability and is currently listed on the Shanghai Stock Exchange (Stock Code: 601668.SH). It is the holding company of China State Decoration and China Construction Eighth Engineering Division; and together with its subsidiaries are collectively referred to as the “China State Construction Group” |
| “China State Decoration” | 中國建築裝飾集團有限公司 (China State Decoration Group Co., Ltd.), a company established in the PRC with limited liability and the holding company of China Construction Shenzhen |
| “Commercial Shopping Buildings Fitting-out Measure Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Commercial Shopping Buildings Fitting-out Other Measure Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Commercial Shopping Buildings Fitting-out Safety and Civilised Measure Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |

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| “Commercial Shopping Buildings Fitting-out Sub-project Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Commercial Shopping Buildings Fitting-out Work” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Subject matter” in this announcement |
| “Commercial Shopping Buildings Fitting-out Work Agreement” | 《粵海置地大廈商業裙樓裝修工程專業承包合同》(Professional Contractor Agreement for Commercial Shopping Buildings Fitting-out Work in Guangdong Land Building) dated 8 April 2021 between Guangdong Yuehai Land and CCEED Decoration in respect of the Commercial Shopping Buildings Fitting-out Work of the Southern Land |
| “Commercial Shopping Buildings Fitting-out Work Consideration” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Commercial Shopping Buildings Fitting-out Work Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.2 Commercial Shopping Buildings Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Company” | Guangdong Land Holdings Limited (粵海置地控股有限公司), a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange |
| “connected person(s)” | has the meaning ascribed to it under the Listing Rules |
| “Contractors” | China Construction Shenzhen and CCEED Decoration |
| “Director(s)” | the director(s) of the Company |
| “GDH City Land” | a plot of land located in the Buxin Area (布心片區), Luohu District, Shenzhen, the PRC to be developed under the GDH City Project (for details, please refer to the circular of the Company dated 22 June 2016) |
| “GDH City Project” | the development project of a multi-functional commercial complex with the jewelry as the main theme (for details, please refer to the circular of the Company dated 22 June 2016), which is the marketing name used by the Group for promoting the Buxin Project |
| “Group” | the Company and its subsidiaries |

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| “Guangdong Yuehai Land” | 廣東粵海置地集團有限公司 (Guangdong Yuehai Land Holdings Limited), 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 People’s Republic of China |
| “Labour Fees” | the labour fees under the composite unit price of the sub-project works quantity list to the Agreements |
| “Levies and Taxes” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time |
| “Materials Tentative Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Office Tower Fitting-out Measure Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Office Tower Fitting-out Other Measure Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Office Tower Fitting-out Safety and Civilised Measure Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Office Tower Fitting-out Sub-project Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Office Tower Fitting-out Work” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Subject matter” in this announcement |
| “Office Tower Fitting-out Work Agreement” | 《粵海置地大廈寫字樓公共區域裝修工程專業承包合同》 (Professional Contractor Agreement for Office Tower Public Area Fitting-out Work in Guangdong Land Building) dated 27 May 2021 between Guangdong Yuehai Land and China Construction Shenzhen in respect of the Office Tower Fitting-out Work of the Southern Land |

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| “Office Tower Fitting-out Work Consideration” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “Office Tower Fitting-out Work Fees” | has the meaning ascribed to it under the section headed “B. THE AGREEMENTS - B.1 Office Tower Fitting-out Work Agreement - Consideration and basis of determination of consideration” in this announcement |
| “percentage ratio(s)” | has the meaning ascribed to it under the Listing Rules |
| “PRC” | the People’s Republic of China and, for the purpose of this announcement, excludes Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan |
| “RMB” | Renminbi, the lawful currency of the PRC |
| “Share(s)” | the share(s) of the Company |
| “Shareholder(s)” | the shareholder(s) of the Company |
| “Southern Land” | the southern part of the GDH City Land (designated as land number H409-0011) (for details, please refer to the circular of the Company dated 22 June 2016) |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “Transactions” | has the meaning ascribed to it under the section headed “F. LISTING RULES IMPLICATIONS” in this announcement |
| “%” | per cent. |

In this announcement, the English names of the PRC entities are translations of their Chinese names, and are included herein for identification purposes only. In the event of any inconsistency, the Chinese names shall prevail.

For the purpose of this announcement, unless otherwise specified, conversion of Renminbi, the lawful currency of the PRC, into Hong Kong dollars, the lawful currency of Hong Kong, is based on the approximate exchange rate of HK\$1 to RMB0.8248. No representation is made that any amount in HK\$ and RMB could be converted at such rate.

By Order of the Board
Guangdong Land Holdings Limited
XU Yeqin
Chairman

Hong Kong, 27 May 2021

As at the date of this announcement, the Board comprises five Executive Directors, namely Mr. XU Yeqin, Mr. LI Yonggang, Mr. WU Mingchang, Ms. ZHU Guang and Mr. ZHANG Jun; and three Independent Non-Executive Directors, namely Mr. Alan Howard SMITH, Mr. Felix FONG Wo and Mr. Vincent Marshall LEE Kwan Ho.