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# 北京首都國際機場股份有限公司

## Beijing Capital International Airport Co., Ltd.

*(a sino-foreign joint stock limited company incorporated in the People's Republic of China)*

(Stock Code: 00694)

### ANNOUNCEMENT

- (1) CONTINUING CONNECTED TRANSACTIONS IN RELATION TO THE  
T3E HOTEL RESOURCES USAGE AGREEMENT;  
AND  
(2) CLARIFICATION IN RELATION TO THE FOOD AND  
BEVERAGE RESOURCES USAGE AGREEMENT**

#### **T3E HOTEL RESOURCES USAGE AGREEMENT**

The Board announces that on 29 April 2024, the Company entered into the T3E Hotel Resources Usage Agreement with Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources located in Terminal Three of Beijing Capital Airport for the provision of the Relevant Services to passengers at Beijing Capital Airport.

#### **LISTING RULES IMPLICATIONS**

As at the date of this announcement, the Parent Company is the controlling shareholder of the Company, holding approximately 58.96% of the issued share capital of the Company. Beijing Airport Tourism Business is a wholly-owned subsidiary of the Parent Company. As such, Beijing Airport Tourism Business is an associate of the Parent Company and, therefore, a connected person of the Company. Accordingly, the T3E Hotel Resources Usage Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Pursuant to Rules 14A.81 to 14A.83 of the Listing Rules, the transactions contemplated under the T3E Hotel Resources Usage Agreement have been aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement and treated as if they were one transaction.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the T3E Hotel Resources Usage Agreement, whether on a standalone basis or when aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement, is more than 0.1% but less than 5%, the T3E Hotel Resources Usage Agreement and the transactions contemplated thereunder (including the annual caps) are subject to the reporting, annual review and announcement requirements, but exempt from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

## **T3E HOTEL RESOURCES USAGE AGREEMENT**

### **Background**

To meet the service requirements of passengers at Beijing Capital Airport, certain designated resources in the international waiting area of Terminal Three have been leased by the Company to Beijing Airport Tourism Business pursuant to the 2021 T3E Hotel Leasing Agreement for the provision of pay-in lounge services and certain related services to the passengers, for a term of three years commencing from 1 January 2021 to 31 December 2023. Upon the expiry of the term of the 2021 T3E Hotel Leasing Agreement, the Company entered into the 2024 T3E Hotel Leasing Agreement as a renewal agreement for a term of four months commencing from 1 January 2024 to 30 April 2024. The transaction amounts under the 2021 T3E Hotel Leasing Agreement and the 2024 T3E Hotel Leasing Agreement were below the de minimis threshold under Rule 14A.76(1) of the Listing Rules and the transactions contemplated thereunder were fully exempt from the reporting, annual review, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules. The term of the 2024 T3E Hotel Leasing Agreement will expire on 30 April 2024. As the Parties intend to carry out transactions of a similar nature, they entered into the T3E Hotel Resources Usage Agreement on 29 April 2024. To better regulate the operations and management of Beijing Airport Tourism Business in relation to the Relevant Premises and Resources while considering the requirements of the relevant laws and regulations, the Parties agreed to adjust the operation model under the T3E Hotel Resources Usage Agreement from a leasing model to a resources usage model.

The Board announces that on 29 April 2024, the Company entered into the T3E Hotel Resources Usage Agreement with Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources located in Terminal Three of Beijing Capital Airport for the provision of the Relevant Services to passengers at Beijing Capital Airport.

### **Material terms of the T3E Hotel Resources Usage Agreement**

#### ***Date***

29 April 2024

## ***Parties***

- (a) the Company; and
- (b) Beijing Airport Tourism Business

## ***Services***

Pursuant to the T3E Hotel Resources Usage Agreement, the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources located in Terminal Three of Beijing Capital Airport for the provision of the Relevant Services to passengers at Beijing Capital Airport.

## ***Term***

The T3E Hotel Resources Usage Agreement is for a term of two years commencing from 1 May 2024 to 30 April 2026.

## ***Consideration and payment***

The resources usage fee payable by Beijing Airport Tourism Business to the Company shall be the higher of (i) the guaranteed resources usage fee; and (ii) the drawdown of turnover before tax of Beijing Airport Tourism Business arising from the provision of the Relevant Services under the T3E Hotel Resources Usage Agreement.

The guaranteed resources usage fee in respect of Beijing Airport Tourism Business's usage of the Relevant Premises and Resources for each month shall be RMB698,250 (subject to adjustment due to rent-free arrangement for renovation works), which is calculated as follows:

*RMB570 per month per square metre x 1,225 square metres (i.e., the actual area of the Relevant Premises and Resources)*

The drawdown of Beijing Airport Tourism Business's turnover shall be calculated as follows:

*Turnover before tax of Beijing Airport Tourism Business x 35% arising from the provision of the Relevant Services*

Within 10 working days from the date of execution of the T3E Hotel Resources Usage Agreement, Beijing Airport Tourism Business shall pay the guaranteed resources usage fee for the first contractual quarter, i.e., the period from 1 May 2024 to 31 July 2024. Thereafter, within 10 days from the beginning of each contractual quarter, Beijing Airport Tourism Business shall pay to the Company the guaranteed resources usage fee for the corresponding contractual quarter.

Within 5 working days after the end of each contractual year, Beijing Airport Tourism Business shall submit its income statement for the preceding contractual year to the Company. The Company shall then calculate the drawdown amount for the preceding contractual year based on the turnover before tax of Beijing Airport Tourism Business arising from the provision of the Relevant Services as indicated in the income statement, and compare the drawdown amount with the annual amount of guaranteed resources usage fee for the preceding contractual year. If the drawdown amount is higher, the Company shall issue a payment notice to Beijing Airport Tourism Business in respect of the excess amount. Within 5 working days from receipt of the payment notice, Beijing Airport Tourism Business shall make such payment to the Company.

In the event of any overdue payment of resources usage fee, Beijing Airport Tourism Business shall pay to the Company liquidated damages equivalent to 0.05% of the outstanding resources usage fee payable for each overdue day.

The Parties agreed that renovation works in respect of the Relevant Premises and Resources shall be completed by Beijing Airport Tourism Business on or before 30 April 2025. On the one hand, if the operation of the Relevant Premises and Resources is suspended during renovation, Beijing Airport Tourism Business shall be entitled to a waiver of resources usage fee for the actual number of calendar days on which the areas of the Relevant Premises and Resources are under renovation, provided that such waiver period shall not exceed 90 calendar days in total. In determining the waived amount of resources usage fee, if such waiver period takes place at any time during the term of the T3E Hotel Resources Usage Agreement, the guaranteed resources usage fee for the corresponding period shall be deducted in proportion to the number of calendar days on which the Relevant Premises and Resources have suspended operation for renovation.

On the other hand, if Beijing Airport Tourism Business adopts special renovation proposals such as renovation without suspension of operation, the waiver period will not be calculated based on overall time involved, and Beijing Airport Tourism Business shall continue to pay resources usage fee to the Company, which shall be determined with reference to the actual areas of the Relevant Premises and Resources in operation. In calculating the waiver of resources usage fee for the areas of the Relevant Premises and Resources under renovation with suspension of operation, the maximum waiver amount shall not exceed the sum of the guaranteed resources usage fee for the entire operation area of the Relevant Premises and Resources for 90 calendar days, i.e. RMB2,066,054.80.

Beijing Airport Tourism Business shall also pay the energy usage charges (including water, electricity, air conditioning, etc.) on a monthly basis within 5 working days upon receipt of the payment notice from the Company.

### *Other material terms*

In the absence of prior approval of the Company, Beijing Airport Tourism Business shall not sublet or otherwise transfer the operating rights of the Relevant Premises and Resources to other third parties, nor shall it mortgage or create any third party interests in respect of the right to use the Relevant Premises and Resources. Beijing Airport Tourism Business shall not entrust any third parties with the operation of the Relevant Premises and Resources.

Beijing Airport Tourism Business shall, within 10 working days from the effective date of the T3E Hotel Resources Usage Agreement, pay performance bond of RMB698,250 to the Company as security for the timely payment of fees, the maintenance of condition of the equipment and facilities of the Relevant Premises and Resources, and the compensation for any breach of its obligations under the T3E Hotel Resources Usage Agreement. Subject to the deduction of any outstanding amount payable by Beijing Airport Tourism Business, the remaining amount of the performance bond shall be returned by the Company within 30 days from the date on which the T3E Hotel Resources Usage Agreement expires, is discharged by performance, or is terminated for reasons other than breach of Beijing Airport Tourism Business, or as required by laws and regulations.

In respect of brand introduction, Beijing Airport Tourism Business has undertaken to complete the works in relation to brand introduction on or before 31 August 2024, failing which the Company shall be entitled to terminate the T3E Hotel Resources Usage Agreement and repossess the Relevant Premises and Resources.

In respect of commercial planning, the Company has the right to carry out the overall planning and approval of passenger service functions, processes and mode of business operations within the terminals of Beijing Capital Airport. Beijing Airport Tourism Business shall execute the Company's plans accordingly. Any alterations to the service functions, processes and mode of business operations relating to the provision of passenger lounge services in the terminals of Beijing Capital Airport shall comply with the Company's overall commercial planning.

In respect of the formulation of standards, the Company is responsible for formulating standards such as (i) safety standards and (ii) service standards. Beijing Airport Tourism Business shall operate according to the relevant standards set by the Company. The Company will assess Beijing Airport Tourism Business's performance in respect of the Relevant Premises and Resources on a regular basis.

In respect of daily operations and management, Beijing Airport Tourism Business shall be responsible for the proper maintenance and repair of the equipment, facilities and interior decorations of the Relevant Premises and Resources under the T3E Hotel Resources Usage Agreement in accordance with the relevant laws, regulations and policies, management regulations and requirements issued by relevant government departments. Beijing Airport Tourism Business shall establish a mechanism for on-site management, resolving customer complaints, service quality assessment, customer

compensations etc. and assign specialised agencies or personnel to handle customer complaints. Upon receiving any complaint(s) about service quality, Beijing Airport Tourism Business shall report the same to the Company in a prompt manner.

### Historical transaction amounts

The historical transaction amounts of the rentals paid by Beijing Airport Tourism Business to the Company for the leasing of hotel premises and resources under the 2021 T3E Hotel Leasing Agreement and the 2024 T3E Hotel Leasing Agreement are as follows:

	<b>For the year ended 31 December 2021</b> <i>(RMB'000)</i>	<b>For the year ended 31 December 2022</b> <i>(RMB'000)</i>	<b>For the year ended 31 December 2023</b> <i>(RMB'000)</i>	<b>For the four months ending 30 April 2024</b> <i>(RMB'000)</i>
Rental paid by Beijing Airport Tourism Business to the Company	0 <i>(Note 1)</i>	0 <i>(Note 1)</i>	2,144 <i>(Note 1)</i>	1,926 <i>(Note 2)</i>

*Note 1:* Pursuant to the 2021 T3E Hotel Leasing Agreement, no rental shall be payable by Beijing Airport Tourism Business to the Company for any period during which the use of such designated resources were suspended as a result of the COVID-19 pandemic. Due to the impact of the COVID-19 pandemic, the designated resources leased to Beijing Airport Tourism Business by the Company pursuant to the 2021 T3E Hotel Leasing Agreement were not in operation from March 2020 to July 2023. On 1 August 2023, Beijing Airport Tourism Business resumed the use of such designated resources. Therefore, no rental was paid by Beijing Airport Tourism Business to the Company for each of the two years ended 31 December 2021 and 2022 and for the period from January 2023 to July 2023.

*Note 2:* Since the historical transaction amount for the four months ending 30 April 2024 is not yet available, it is an estimated figure only. The historical transaction amount for the three months ended 31 March 2024 was RMB1,438,851.

### Annual caps

The Company expects that the annual caps of the total resources usage fee payable by Beijing Airport Tourism Business to the Company during the term of the T3E Hotel Resources Usage Agreement are as follows:

	<b>For the eight months ending 31 December 2024</b> <i>(RMB'000)</i>	<b>For the year ending 31 December 2025</b> <i>(RMB'000)</i>	<b>For the four months ending 30 April 2026</b> <i>(RMB'000)</i>
Annual caps	7,000	10,500	3,500

The above annual caps are determined with reference to the following factors:

- (i) in respect of the amount of guaranteed resources usage fee, the unit price of guaranteed resources usage fee and the floor area of the Relevant Premises and Resources to be occupied and used by Beijing Airport Tourism Business;
- (ii) in respect of estimated amount of drawdown from turnover before tax of Beijing Airport Tourism Business arising from the provision of the Relevant Services, the estimated increase of turnover per passenger and international passenger throughput at Beijing Capital Airport; and
- (iii) a 20% buffer taking into account the expected acceleration in the recovery of international passenger throughput at Beijing Capital Airport, and an optimistic expectation of international passenger throughput and turnover per passenger, which could in turn result in the increase in turnover before tax of Beijing Airport Tourism Business.

### **Pricing policy**

The Company has conducted market research and comparison with other airports in the PRC which have adopted various types of pricing models for passenger pay-in lounge services. For those airports that have adopted a similar pricing model as that under the T3E Hotel Resources Usage Agreement, the proportion of drawdown in respect of the turnover of the relevant business operators charged by other airports is similar to the percentage figure of 35% charged by the Company to Beijing Airport Tourism Business. Furthermore, the unit price of guaranteed resources usage fee under the T3E Hotel Resources Usage Agreement is more favourable to the Company as compared to the unit price of rental charged by the Company to independent third parties for same type of business.

### **Internal control on pricing**

The Company has implemented a management system to monitor the pricing standards for the transactions under the T3E Hotel Resources Usage Agreement and to ensure that such terms are on normal commercial terms. Such system is described as below:

1. Prior to entering into the T3E Hotel Resources Usage Agreement, the relevant departments of the Company are responsible for gathering information on the historical figures of annual rentals paid by Beijing Airport Tourism Business under the 2021 T3E Hotel Leasing Agreement and the 2024 T3E Hotel Leasing Agreement, and conducting cross-checks against the rentals paid by other independent third parties within the area of Beijing Capital Airport. Thereafter, the relevant departments are responsible for the monitoring, evaluation and assessment of the transactions contemplated under the T3E Hotel Resources Usage Agreement.
2. The independent non-executive Directors have reviewed and will continue to review the transactions contemplated under the T3E Hotel Resources Usage Agreement to ensure that such transactions are entered into on normal commercial terms, fair and reasonable, and carried out pursuant to its contractual terms.

3. The auditors of the Company will conduct annual review on the transactions contemplated under the T3E Hotel Resources Usage Agreement in relation to the pricing policy and annual caps contemplated thereunder in accordance with the Listing Rules.

### **Internal control on review of annual caps**

The Company has implemented the following internal control measures to ensure that the annual caps for the transactions contemplated under the T3E Hotel Resources Usage Agreement will not be exceeded:

1. The finance department of the Company provides the secretariat to the Board with information in relation to the transaction amounts on a monthly basis.
2. The secretariat to the Board is responsible for monitoring such transactions to ensure that the total amount of transactions does not exceed the annual caps.
3. If such amount of transactions is estimated to exceed the relevant annual cap, the person-in-charge of the relevant department of the Company will be notified so that the scale of transactions in the future may be re-estimated and arrangements may be made to issue announcements and/or to obtain the relevant approvals from the Board and the Independent Shareholders in accordance with the requirements of the Listing Rules.

### **Reasons for and benefits of entering into the T3E Hotel Resources Usage Agreement**

Beijing Airport Tourism Business has maintained a long-term cooperative relationship with the Company in the past. The Company considers that Beijing Airport Tourism Business was able to perform its duties, pay rent on time, and discharge its responsibilities during the term of the previous agreements. At the same time, Beijing Airport Tourism Business is familiar with the operations and management of passenger lounge business at Beijing Capital Airport, and possesses ample customer resources and strong specialised management capabilities. It would be beneficial for the provision of professional and quality services to passengers and the continuous promotion of development of the pay-in lounge business at Beijing Capital Airport if Beijing Airport Tourism Business is permitted to occupy and use the Relevant Premises and Resources under the T3E Hotel Resources Usage Agreement.

In light of the above, the Directors (including the independent non-executive Directors) are of the view that the T3E Hotel Resources Usage Agreement is entered into on normal commercial terms that are fair and reasonable and in the ordinary and usual course of business of the Company, and the transactions contemplated under the T3E Hotel Resources Usage Agreement are in the interest of the Company and its Shareholders as a whole.

### **GENERAL**

The Company is principally engaged in the operations of Beijing Capital Airport.



The Parent Company is principally engaged in the provision of ground handling services for domestic and international aviation enterprises and the provision of operation and management services, counter and premises rental services, car parking management, housing rental, property management, advertising agency services and other businesses to its subsidiaries. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, as at the date of this announcement, the ultimate beneficial owner of the Parent Company is the Civil Aviation Administration of China, which is a State bureau administered by the Ministry of Transport of the PRC.

Beijing Airport Tourism Business is principally engaged in the development of tourist resources, hospitality management, tourist information services and import and export of merchandise and technology.

## **BOARD'S APPROVAL**

The T3E Hotel Resources Usage Agreement and the transactions contemplated thereunder, including the annual caps, were approved by the Board.

As at the date of this announcement, there are no overlapping directors between the Company and Beijing Airport Tourism Business. Moreover, while the executive Directors and the non-executive Directors concurrently serve as directors or senior management of the Parent Company, none of the Directors personally has any material interest in the transactions contemplated under the T3E Hotel Resources Usage Agreement. Therefore, none of the Directors has abstained from voting at the Board meeting to approve the T3E Hotel Resources Usage Agreement and the transactions contemplated thereunder, including the annual caps.

## **LISTING RULES IMPLICATIONS**

As at the date of this announcement, the Parent Company is the controlling shareholder of the Company, holding approximately 58.96% of the issued share capital of the Company. Beijing Airport Tourism Business is a wholly-owned subsidiary of the Parent Company. As such, Beijing Airport Tourism Business is an associate of the Parent Company and, therefore, a connected person of the Company. Accordingly, the T3E Hotel Resources Usage Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Pursuant to Rules 14A.81 to 14A.83 of the Listing Rules, the transactions contemplated under the T3E Hotel Resources Usage Agreement have been aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement and treated as if they were one transaction.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the T3E Hotel Resources Usage Agreement, whether on a standalone basis or when aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement, is more than 0.1% but less than 5%, the T3E Hotel Resources Usage

Agreement and the transactions contemplated thereunder (including the annual caps) are subject to the reporting, annual review and announcement requirements, but exempt from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

## **CLARIFICATION IN RELATION TO THE FOOD AND BEVERAGE RESOURCES USAGE AGREEMENT**

Reference is made to the announcement of the Company dated 22 December 2023 in respect of the continuing connected transactions contemplated under the Food and Beverage Resources Usage Agreement (the “**2023 Food and Beverage Resources Usage Announcement**”). Unless the context otherwise requires, capitalised terms used in this section shall have the same meanings as those defined in the 2023 Food and Beverage Resources Usage Announcement.

The Company would like to clarify that due to inadvertent typographical errors, the unit of currency in respect of (i) the historical transaction amounts under the Former F&B Resources Usage Agreement (as amended by the Flexible Retail and F&B Resources Usage Agreement and the 2021 Supplemental F&B Resources Usage Agreement); and (ii) the annual caps of the total fees payable by Beijing Airport Food Management to the Company during the term of the Food and Beverage Resources Usage Agreement, as disclosed on page 4 of the Chinese version of the 2023 Food and Beverage Resources Usage Announcement, should be read as “人民幣千元” instead of “人民幣元”.

Save for the above clarification, all other information set out in the Chinese version of the 2023 Food and Beverage Resources Usage Announcement remains unchanged. For the avoidance of doubt, the above clarification does not affect the information contained in the English version of the 2023 Food and Beverage Resources Usage Announcement.

## DEFINITIONS

In this announcement, unless the context otherwise requires or unless otherwise defined, the following expressions have the following meanings:

“2021 T3E Hotel Leasing Agreement”	the leasing agreement dated 19 November 2020 entered into between the Company and Beijing Airport Tourism Business in respect of the lease of certain designated resources in the international waiting area of Terminal Three by the Company to Beijing Airport Tourism Business for a term of three years commencing from 1 January 2021 to 31 December 2023, for which the transaction amounts were below the de minimis threshold under Rule 14A.76(1) of the Listing Rules and, therefore, the transactions contemplated thereunder were fully exempt from the reporting, annual review, announcement and independent Shareholders’ approval requirements under Chapter 14A of the Listing Rules
“2024 T3E Hotel Leasing Agreement”	the leasing agreement dated 28 December 2023 entered into between the Company and Beijing Airport Tourism Business in respect of the lease of certain designated resources in the international waiting area of Terminal Three by the Company to Beijing Airport Tourism Business for a term of four months commencing from 1 January 2024 to 30 April 2024, for which the transaction amounts were below the de minimis threshold under Rule 14A.76(1) of the Listing Rules and, therefore, the transactions contemplated thereunder were fully exempt from the reporting, annual review, announcement and independent Shareholders’ approval requirements under Chapter 14A of the Listing Rules
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Beijing Airport Tourism Business”	Beijing Capital Airport Tourism Business Co., Ltd.* (北京首都機場旅業有限公司), a limited liability company established in the PRC, which is a wholly-owned subsidiary of the Parent Company
“Beijing Capital Airport”	Beijing Capital International Airport of the PRC
“Board”	the board of Directors
“Company”	Beijing Capital International Airport Company Limited (北京首都國際機場股份有限公司), a sino-foreign joint stock limited company incorporated in the PRC with limited liability, and the H Shares of which are listed on the Stock Exchange

“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“H Share(s)”	overseas listed foreign share(s) of nominal value of RMB1.00 each in the registered share capital of the Company
“Independent Shareholder(s)”	the Shareholder(s) other than the Parent Company, its associates and any other Shareholder who has a material interest in the transactions contemplated under the T3E Hotel Resources Usage Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Parent Company”	Capital Airports Holdings Co., Ltd.* (首都機場集團有限公司) (formerly known as Capital Airports Holding Company* (首都機場集團公司)), an enterprise established in the PRC and the controlling shareholder of the Company
“Parties”	the Company and Beijing Airport Tourism Business
“PRC”	the People’s Republic of China
“Relevant Premises and Resources”	the designated premises with a total floor area of 1,225 square metres, together with the facilities and equipment, in the international waiting area of Terminal Three, which the Company agreed to permit Beijing Airport Tourism Business to occupy and use for the provision of the Relevant Services pursuant to the T3E Hotel Resources Usage Agreement
“Relevant Services”	the pay-in lounge services to be provided to passengers in the international waiting area of Terminal Three of Beijing Capital Airport by Beijing Airport Tourism Business under the T3E Hotel Resources Usage Agreement, including but not limited to pay-in lounge services, accommodation and amenities, conference services, flight information enquiry services, and provision of food and beverage services to passengers in the lounge(s) at Terminal Three
“RMB”	Renminbi, the lawful currency of the PRC

“Share(s)”	share(s) of RMB1.00 each in the registered share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“T3E Hotel Resources Usage Agreement”	the resources usage agreement dated 29 April 2024 entered into between the Company and Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources for the provision of the Relevant Services to passengers at Beijing Capital Airport for a term of two years from 1 May 2024 to 30 April 2026
“Terminal Three”	the passenger terminal numbered three which forms part of Beijing Capital Airport
“Tourism Business Resources Usage Agreement”	the resources usage agreement dated 28 December 2021 entered into between the Company and Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use designated premises and resources at the terminals of Beijing Capital Airport for the provision of tourism-related services to passengers at Beijing Capital Airport, for a term of three years from 1 January 2022 to 31 December 2024
“%”	per cent

By order of the Board  
**Li Bo**  
*Secretary to the Board*

Beijing, the PRC  
29 April 2024

*As at the date of this announcement, the Directors of the Company are:*

*Executive Directors: Mr. Wang Changyi and Mr. Han Zhiliang*

*Non-executive Directors: Mr. Jia Jianqing, Mr. Song Kun and Mr. Du Qiang*

*Independent Non-executive Directors: Mr. Zhang Jiali, Mr. Stanley Hui Hon-chung, Mr. Wang Huacheng and Ms. Duan Donghui*

*An announcement containing details of the matter is available for viewing on the website of Hong Kong Exchanges and Clearing Limited at <http://www.hkexnews.hk> under “Latest Listed Company Information” and the website of the Company at <http://www.bcia.com.cn>.*

*\* For identification purpose only*