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Kato (Hong Kong) Holdings Limited

嘉濤（香港）控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2189)

DISCLOSEABLE AND CONNECTED TRANSACTIONS IN RELATION TO

(1) RENEWAL OF EXISTING LEASES;

AND

(2) ENTERING INTO NEW TENANCY AGREEMENT

**Independent Financial Adviser
to the Independent Board Committee and Independent Shareholders**



**中毅資本有限公司
Grand Moore Capital Limited**

BACKGROUND

Reference is made to the announcement dated 17 May 2022 and the circular dated 2 June 2022 of the Company in relation to the renewal of certain leases entered into with the controlling shareholders of the Company and their associates.

On 3 December 2024, the Group entered into the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement with the controlling shareholders of the Company and their associates in respect of the leasing of certain properties for the operation of the Group for a period of 1 April 2025 to 31 March 2028.

IMPLICATIONS UNDER THE LISTING RULES

The landlords of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are Mr. Ngai, Ms. Ngai, Mr. Lam Kong, Classic Mate, Kato Elderly Affairs, Kato Property, Perfect Cheer, Shing Kong and Smarts Corporation.

Mr. Ngai and Ms. Ngai are connected persons of the Company by virtue of being executive Directors and controlling shareholders of the Company. Mr. Lam Kong is the brother of Mr. Ngai and is regarded as an associate of Mr. Ngai and therefore a connected person of the Company.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, (a) Classic Mate, Perfect Cheer, Shing Kong and Smarts Corporation are all companies incorporated in Hong Kong with limited liability and wholly-owned by Four Rings Property Agency Limited, a company indirectly wholly-owned by Ms. Ngai; and (b) Kato Elderly Affairs and Kato Property are both owned as to 60% by Four Rings Property Agency Limited. As associates of Ms. Ngai, one of the Directors and controlling shareholders of the Company, all of Classic Mate, Perfect Cheer, Shing Kong, Smarts Corporation, Kato Elderly Affairs and Kato Property are connected persons of the Company.

Pursuant to Rule 14A.81 of the Listing Rules, a series of connected transactions will be aggregated and treated as if they were one transaction if they were all conducted within a 12-month period or were otherwise related. The Group entered into the De Minimis Tenancies with the controlling shareholders of the Company and their associates in relation to the leasing of day care centre, warehouse and staff quarters during the 12-month period prior to the date of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement. Accordingly, the transactions pursuant to the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are aggregated with the De Minimis Tenancies which are similar in nature.

As the tenancies under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are fixed terms, the transactions contemplated thereunder are considered as one-off connected transactions of the Company under Chapter 14A of the Listing Rules.

The value (unaudited) of the right-of-use assets to be recognised by the Company as of 3 December 2024 under (i) the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement; and (ii) the Second Renewal Letters, the Tsuen Wan Warehouse Tenancy Agreement and the De Minimis Tenancies are approximately HK\$65.7 million and HK\$68.7 million, respectively.

As one or more of the applicable percentage ratios in respect of the Second Renewal Letters, the Tsuen Wan Warehouse Tenancy Agreement and the De Minimis Tenancies exceed 5% but all are less than 25%, the transactions under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement constitute discloseable and connected transactions for the Company, and is subject to the reporting, announcement, annual review, circular and independent shareholders' approval requirements under the Listing Rules.

GENERAL

The Independent Board Committee has been formed to advise the Independent Shareholders as to the fairness and the reasonableness of the terms of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder and as to how to vote at the EGM. None of the member of the Independent Board Committee has any interest in the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder.

Grand Moore Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder. The Independent Board Committee will form its view in respect of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder after obtaining and considering the advice from the Independent Financial Adviser.

EGM

An EGM will be convened at which the Independent Shareholders will consider and, where appropriate, approve the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder. All Shareholders who have a material interest in the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement will be required to abstain from voting at the EGM. The resolutions will be passed as ordinary resolutions and voted by poll in accordance with the requirements of the Listing Rules.

A circular containing, amongst other things, (i) further information of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreements together with a letter of advice from the Independent Board Committee to the Independent Shareholders, a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, and (ii) the notice of the EGM will be despatched to the Shareholders within 15 Business Days after the date of this announcement, i.e. on or before 24 December 2024 in compliance with the Listing Rules.

INTRODUCTION

Reference is made to the announcement dated 17 May 2022 and the circular dated 2 June 2022 of the Company in relation to the renewal of certain leases entered into with the controlling shareholders of the Company and their associates.

On 3 December 2024, the Group has entered into the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement with the controlling shareholders of the Company and their associates in respect of the leasing of certain properties for the operation of the Group for a period of 1 April 2025 to 31 March 2028.

SECOND RENEWAL LETTERS

The Group has been leasing various premises in Hong Kong from the controlling shareholders of the Company and their associates for the operations of the Group since 2019.

According to the original tenancy agreements dated 20 May 2019 for the leasing of the premises for the operation of (i) Kato Elderly Home, (ii) Kato Home for the Aged, (iii) Fai To Home (On Lai), (iv) Fai To Home (Tuen Mun), (v) Tsuen Wan Centre, (vi) Happy Luck Home, (vii) staff quarters for the Tsuen Wan Centre, (viii) staff quarters for the Kato Elderly Home and Kato Home for the Aged, (ix) staff quarters for the Happy Luck Home, Pine Villa, Fai To Sino West Home and Tsuen Wan Centre and (x) staff quarters for the Fai To Sino West Home (the “**Original Tenancy Agreements**”), each tenancy agreement has a provision to renew the lease period for three years upon expiry of the initial term, and another provision to renew the lease period for another three years upon expiry of the second term on the same terms and conditions, save for downward adjustment of monthly rental fee where the prevailing market of the relevant premises has been lowered.

The Group and the controlling shareholders of the Company entered into the First Renewal Letters on 17 May 2022 for the renewal of the Original Tenancy Agreements for a term from 1 April 2022 to 31 March 2025 on the same terms and conditions.

On 3 December 2024, the Group and the controlling shareholders of the Company entered into the Second Renewal Letters for the second renewal of the Original Tenancy Agreements for a term from 1 April 2025 to 31 March 2028 on the same terms and conditions.

The principal terms of each of the Second Renewal Letters are set out in the table below.

		Tenant	Landlord	Address	Size (saleable floor area)	Use of property	Historical annual rental amounts (for the years ended 31 March)	Annual rental amounts (for the years ending 31 March)	Term
1	Kato Elderly Home Tenancy Second Renewal Letter	Kato Kung	Kato Elderly Affairs	Shops 8–12 on G/F and 1/F, Lakeshore Building, 7 Tseng Choi Street, Tuen Mun, New Territories, Hong Kong	Approx. 18,680 sq. ft.	Kato Elderly Home	2023: HK\$4,860,000 2024: HK\$4,860,000 2025: HK\$4,860,000	2026: HK\$4,860,000 2027: HK\$4,860,000 2028: HK\$4,860,000	1 April 2025 to 31 March 2028
2	Kato Home for the Aged Tenancy Second Renewal Letter	Kato Kung	Kato Property	1/F, Tung Wai Court, No. 3 Tsing Ling Path, Tuen Mun, New Territories, Hong Kong	Approx. 12,277 sq. ft.	Kato Home for the Aged	2023: HK\$2,376,000 2024: HK\$2,376,000 2025: HK\$2,376,000	2026: HK\$2,376,000 2027: HK\$2,376,000 2028: HK\$2,376,000	1 April 2025 to 31 March 2028
3	Fai To Home (On Lai) Tenancy Second Renewal Letter	Crawfield International	Classic Mate	Shops 1–17 on 1/F, On Lai Building, 3 Tsing To Path, Tuen Mun, New Territories, Hong Kong	Approx. 5,271 sq. ft.	Fai To Home (On Lai)	2023: HK\$1,236,000 2024: HK\$1,236,000 2025: HK\$1,236,000	2026: HK\$1,236,000 2027: HK\$1,236,000 2028: HK\$1,236,000	1 April 2025 to 31 March 2028
4	Fai To Home (Tuen Mun) Tenancy Second Renewal Letter	Crawfield International	Perfect Cheer	1/F, including Entrance on G/F, Florence Mansion, 6 Tsing Ling Path, Area 4B, Tuen Mun, New Territories, Hong Kong	Approx. 8,645 sq. ft.	Fai To Home (Tuen Mun)	2023: HK\$2,004,000 2024: HK\$2,004,000 2025: HK\$2,004,000	2026: HK\$2,004,000 2027: HK\$2,004,000 2028: HK\$2,004,000	1 April 2025 to 31 March 2028
5	Tsuen Wan Centre Tenancy Second Renewal Letter	Tsuen Wan Elderly Centre	Shing Kong	Shop C1, 1/F, Tsuen Wan Centre Shopping Arcade, 87–105 Tsuen King Circuit, Tsuen Wan, New Territories, Hong Kong	Approx. 15,950 sq. ft.	Tsuen Wan Centre	2023: HK\$2,904,000 2024: HK\$2,904,000 2025: HK\$2,904,000	2026: HK\$2,904,000 2027: HK\$2,904,000 2028: HK\$2,904,000	1 April 2025 to 31 March 2028

							Historical annual rental amounts (for the years ended 31 March)	Annual rental amounts (for the years ending 31 March)	Term
	Tenant	Landlord	Address	Size (saleable floor area)	Use of property				
6	Happy Luck Home Tenancy Second Renewal Letter	Happy Luck	Smarts Corporation	2nd Floor of Phase 1 of Commercial Development of Allway Gardens, Nos. 187-195 Tsuen King Circuit, Nos. 2-22 On Yat Street, Tsuen Wan, New Territories, Hong Kong	Approx. 15,729 sq. ft.	Happy Luck Home	2023: HK\$2,724,000 2024: HK\$2,724,000 2025: HK\$2,724,000	2026: HK\$2,724,000 2027: HK\$2,724,000 2028: HK\$2,724,000	1 April 2025 to 31 March 2028
7	Tsuen Wan Staff Quarters Tenancy Second Renewal Letter	Tsuen Wan Elderly Centre	Mr. Ngai and Mr. Lam Kong	Flat C, 24/F, Block 9 (Nanking House), Tsuen Wan Centre, 89 Tsuen King Circuit, Tsuen Wan, New Territories, Hong Kong	Approx. 425 sq. ft.	Staff quarters for the Tsuen Wan Centre	2023: HK\$146,400 2024: HK\$146,400 2025: HK\$146,400	2026: HK\$146,400 2027: HK\$146,400 2028: HK\$146,400	1 April 2025 to 31 March 2028
8	Kato Staff Quarters Tenancy Second Renewal Letter	Kato Kung	Ms. Ngai and Kato Elderly Affairs	Rooms C and D on 2/ F and Flat Roof, Lakeshore Building, 7 Tseng Choi Street, Tuen Mun, New Territories, Hong Kong	Approx. 8,257 sq. ft. (including flat roof area of 7,427 sq. ft.)	Staff quarters for the Kato Elderly Home and Kato Home for the Aged	2023: HK\$356,400 2024: HK\$356,400 2025: HK\$356,400	2026: HK\$356,400 2027: HK\$356,400 2028: HK\$356,400	1 April 2025 to 31 March 2028
9	Staff Quarters Tenancy Second Renewal Letter	Happy Luck, Jane's Home, Oriental Chinese and Tsuen Wan Elderly Centre	Ms. Ngai	3/F, Four Sea Mansion, 11 Fa Yuen Street, Mongkok, Hong Kong	Approx. 799 sq. ft.	Staff quarters for the Happy Luck Home, Pine Villa, Fai To Sino West Home and Tsuen Wan Centre	2023: HK\$254,400 2024: HK\$254,400 2025: HK\$254,400	2026: HK\$254,400 2027: HK\$254,400 2028: HK\$254,400	1 April 2025 to 31 March 2028
10	Fai To Sino West Staff Quarters Tenancy Second Renewal Letter	Oriental Chinese	Ms. Ngai	Room 10 on 3/F and Flat Roof, Tung Shun Hing Building, 22 Chi Kiang Street, Kowloon, Hong Kong	Approx. 266 sq. ft. (together with flat roof of 280 sq. ft.)	Staff quarters for the Fai To Sino West Home	2023: HK\$60,000 2024: HK\$60,000 2025: HK\$60,000	2026: HK\$60,000 2027: HK\$60,000 2028: HK\$60,000	1 April 2025 to 31 March 2028

Annual rental amounts

The aggregate annual rental amounts under the Second Renewal Letters is HK\$16,921,200, HK\$16,921,200 and HK\$16,921,200 for each of the three years ending 31 March 2026, 2027 and 2028 respectively.

The rental amount for each of the Second Renewal Letters were arrived at after arm's length negotiations between the parties and with reference to an exhaustive list of prevailing market rent for similar properties in neighboring areas when the Original Tenancy Agreements were entered into.

It is expected that all rental amounts under the Second Renewal Letters will be satisfied by the internal resources of the Group in its usual and ordinary course of business.

The Directors (excluding the independent non-executive Directors who shall provide their views after taking the advice from the Independent Financial Adviser), having taken into account (i) the rental amounts payable under all the Second Renewal Letters are lower than the fair market rent of the Premises; and (ii) the associated costs which the Group may incur if the Premises under the Second Renewal Letters are replaced by other properties let from an Independent Third Party, including but not limited to demolition cost, renovation cost of the new premises, moving cost of existing furniture, facilities and equipment, consider that it is desirable and in the interests of the Company and the Shareholders as a whole to continue renting the Premises from the controlling shareholders of the Company and their associates pursuant to the Second Renewal Letters.

TSUEN WAN WAREHOUSE TENANCY AGREEMENT

On 3 December 2024, Crawfield International, our indirect wholly-owned subsidiary of the Company, as tenant, entered into the Tsuen Wan Warehouse Tenancy Agreement with Mr. Lam Kong as landlord in relation to the leasing of a warehouse and office located in Tsuen Wan, the principal terms of which are set out as follows:

Date: 3 December 2024

Parties: (i) Crawfield International, as tenant; and
(ii) Mr. Lam Kong, as landlord

Location of property: Flat B, 3/F., Metropolitan Factory & Warehouse Building, 30–32 Chai Wan Kok Street, Tsuen Wan, New Territories, Hong Kong

Size of property Approximately 5,800 sq. ft.
(saleable floor area):

Term: 1 April 2025 to 31 March 2028

Historical rental amounts

Crawfield International and Mr. Lam Kong entered into a short term lease from 1 November 2024 to 31 March 2025 with a monthly rental of HK\$55,000 for the use of the warehouse. The historical rental amounts paid by the Group to Crawfield International in relation to the leasing of the warehouse for the three years ended/ending 31 March 2023, 2024 and 2025 was nil, nil and HK\$275,000, respectively.

Annual rental amounts

The rent payable by the Group to Mr. Lam Kong under the Tsuen Wan Warehouse Tenancy Agreement for each of the years ending 31 March 2026, 2027 and 2028 is HK\$660,000, HK\$660,000 and HK\$660,000, respectively, which were arrived at after arm's length negotiations between the parties and with reference to an exhaustive list of prevailing market rent for similar properties in neighboring areas at which the warehouse and office is located.

The rental payments under the Tsuen Wan Warehouse Tenancy Agreement are expected to be satisfied by the internal resources of the Group in its usual and ordinary course of business.

The Directors (excluding the independent non-executive Directors who shall provide their views after taking the advice from the Independent Financial Adviser), having taken into account the rent payable under the Tsuen Wan Warehouse Tenancy Agreement is lower than the fair market rent of the premises, consider that it is desirable and in the interests of the Company and the Shareholders as a whole to rent the warehouse and office from Mr. Lam Kong.

PRICING POLICY

The Group determined the rent payable for each of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement after arm's length negotiations with the respective landlords based on normal commercial principles with reference to the prevailing market rent of leases of comparable premises, the historical quotations to other Independent Third Parties by the respective landlords for similar leases, and other factors such as floor area, facilities and location.

To ensure the rent payable under each of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement is fair and reasonable and not less favourable than the rent payable to Independent Third Parties in respect of the same or similar premises, the management of the Company will follow the below procedures:

- (i) search for actual rental transactions of the same premises, premises in the same building and premises in the neighboring area (where such transactions are not available, refer to real estate industry publications describing price trends in the relevant areas);
- (ii) compare the said market rent (or price trends, where applicable) with the rent payable under the Tenancy Agreements; and
- (iii) in cases where rent payable offer by the respective landlords under any of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement is higher than the prevailing market rent of the relevant premises, request such landlord(s) to reduce the rent payable.

RIGHT-OF-USE ASSETS

According to HKFRS 16, the Group, as tenant, is required to recognise the right-of-use assets under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement on its consolidated statement of financial position of the Group.

The value (unaudited) of the right-of-use assets to be recognised by the Company as of 3 December 2024 under (i) the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement; and (ii) the Second Renewal Letters, the Tsuen Wan Warehouse Tenancy Agreement and the De Minimis Tenancies are approximately HK\$65.7 million and HK\$68.7 million, respectively. The value (unaudited) of the right-of-use assets represents the present value of lease payments throughout the lease term under the renewal letters and tenancy agreement(s), discounted using the increment borrowing rate in accordance with HKFRS 16.

Shareholders should note that the above disclosed carrying values of right-of-use assets is unaudited and may be subject to adjustment in the future.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SECOND RENEWAL LETTERS AND THE TSUEN WAN WAREHOUSE TENANCY AGREEMENT

The Group has been occupying the Premises under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement for its business and operation. In order to ensure that the business and operation of the Group will not be affected upon the expiration of the existing leases, the Group entered into the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement with the respective landlords.

The Group has also engaged an independent property valuer to assess the fair market rent of the Premises which were of the opinion that the rental payments under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are fair and reasonable, compared with the open market rent of similar properties at the vicinity of each of the Premises.

In view of the above, the Directors (excluding the independent non-executive Directors who shall provide their views after taking the advice from the Independent Financial Adviser) consider that the terms of each of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder, are fair and reasonable; and each of the Tenancy Agreements and the transactions contemplated thereunder are on normal commercial terms or better, in the ordinary and usual course of business of the Group and in the interests of the Group and its Shareholders as a whole.

INTERNAL CONTROL MEASURES

In order to ensure that the pricing basis is adhered to for each of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the connected transactions under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are in compliance with the requirements of the Listing Rules, the Company has adopted the following internal control measures:

- (i) the relevant operation departments and management of the Group have examined the proposed rent under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement in order to ensure that such rent is determined based on arm's length negotiations between the parties and the terms of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are fair and reasonable, on normal commercial terms and on terms that are no less favourable to the Group than those available from Independent Third Parties;
- (ii) the finance department of the Group has reviewed whether the proposed rent payable under each of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement is in line with the pricing policy;
- (iii) the Group has complied with the requirements under the connected transaction rules of the Listing Rules for the annual review by the independent auditor and the independent non-executive directors in respect of the transactions contemplated under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement; and
- (iv) the Company's responsible management with assistance from external legal, accounting or other professional advisers continues to oversee and monitor the Company's on-going compliance with the Listing Rules in relation to the Group's lease arrangements.

By implementing the above measures, the Directors (excluding the independent non-executive Directors who shall provide their views after taking the advice from the Independent Financial Adviser) consider that the Group has appropriate internal control procedures to ensure that the transactions under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement will be conducted on normal commercial terms and in the interests of the Group and its Shareholders as a whole.

INFORMATION ON THE PARTIES

The Group

The Group is an established operator of residential care homes for the elderly in Hong Kong offering a wide range of residential care and day care services for the elderly including (i) the provision of accommodation, professional nursing and care-taking services, nutritional management, medical services, physiotherapy and occupational therapy services, psychological and social care services, individual care plans and recreational services; (ii) the sale of healthcare and medical goods and the provision of add-on healthcare services to the residents; and (iii) provision of elderly community care services.

The Landlords

Mr. Ngai and Ms. Ngai are executive Directors and controlling shareholders of the Company. Mr. Lam Kong is the brother of Mr. Ngai.

Classic Mate, Perfect Cheer, Shing Kong and Smarts Corporation are all companies incorporated in Hong Kong with limited liability and wholly-owned by Four Rings Property Agency Limited, a company indirectly wholly-owned by Ms. Ngai. Classic Mate, Perfect Cheer, Shing Kong and Smarts Corporation are principally engaged in properties investment holding.

Kato Elderly Affairs and Kato Property are both companies incorporated in Hong Kong with limited liability and owned as to 60% by Four Rings Property Agency Limited, a company indirectly wholly-owned by Ms. Ngai. Kato Elderly Affairs and Kato Property are principally engaged in properties investment holding.

Four Rings Property Agency Limited is a company incorporated in Hong Kong with limited liability and is principally engaged in investment holding.

IMPLICATIONS UNDER THE LISTING RULES

The landlords of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are Mr. Ngai, Ms. Ngai, Mr. Lam Kong, Classic Mate, Kato Elderly Affairs, Kato Property, Perfect Cheer, Shing Kong and Smarts Corporation.

Mr. Ngai and Ms. Ngai are connected persons of the Company by virtue of being executive Directors and controlling shareholders of the Company. Mr. Lam Kong is the brother of Mr. Ngai and is regarded as an associate of Mr. Ngai and therefore is a connected person of the Company.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, (a) Classic Mate, Perfect Cheer, Shing Kong and Smarts Corporation are all companies incorporated in Hong Kong with limited liability and wholly-owned by Four Rings Property Agency Limited, a company indirectly wholly-owned by Ms. Ngai; and (b) Kato Elderly Affairs and Kato Property are both owned as to 60% by Four Rings Property Agency Limited. As associates of Ms. Ngai, one of the Directors and controlling shareholders of the Company, all of Classic Mate, Perfect Cheer, Shing Kong, Smarts Corporation, Kato Elderly Affairs and Kato Property are connected persons of the Company.

Pursuant to Rule 14A.81 of the Listing Rules, a series of connected transactions will be aggregated and treated as if they were one transaction if they were all conducted within a 12-month period or were otherwise related. The Group entered into the De Minimis Tenancies with the controlling shareholders of the Company and their associates in relation to the leasing of day care centre, warehouse and staff quarters during the 12-month period prior to the date of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement. Accordingly, the transactions pursuant to the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are aggregated with the De Minimis Tenancies which are similar in nature.

Below set out a summary of the De Minimis Tenancies:

		Tenant	Landlord	Address	Use of property	Monthly rental	Term
1	Tuen Mun Staff Quarters Tenancy Agreement dated 7 October 2024	Kato Home for the Aged, Kato Elderly Home, Fai To Home (On Lai), Fai To Home (Tuen Mun), Tsuen Wan Elderly Centre and Happy Luck Home	Mr. Ngai Ha Sang (uncle of Mr. Ngai)	Unit A, 20/F., Tuen Mun Court, 2 Tsing Yong Street, Tuen Mun, New Territories, Hong Kong	Staff quarters for Kato Home for the Aged, Kato Elderly Home, Fai To Home (On Lai), Fai To Home (Tuen Mun), Tsuen Wan Elderly Centre and Happy Luck Home	HK\$30,000 per month	1 October 2024 to 30 September 2026
2	Fai To Home (Tuen Mun) Staff Quarters Tenancy Agreement dated 27 January 2024	Fai To Home (Tuen Mun)	Ms. Lam Wan Fong (niece of Mr. Ngai)	Flat D, 14/F., Florence Mansion, 6 Tsing Ling Path, Tuen Mun, New Territories, Hong Kong	Staff quarters for Fai To Home (Tuen Mun)	HK\$15,000 per month	1 April 2024 to 31 March 2026
3	To Kwa Wan Warehouse Tenancy Agreement dated 28 November 2024	Oriental Chinese	Shing Kong	Shop 7, G/F., Tung Shun Hing Building, No. 22 Chi Kiang Street, To Kwa Wan, Kowloon, Hong Kong	Warehouse	HK\$20,000 per month	1 December 2024 to 30 November 2026
4	Ka Shui Garden Tenancy Agreement dated 22 April 2024	Ka Shui Garden	Shing Kong	Upper G/F, Shop C2 & C4, 87-105 Tsuen King Circuit, Tsuen Wan Centre, Tsuen Wan, New Territories, Hong Kong	Ka Shui Garden Day Care Centre	HK\$40,000 per month	1 April 2024 to 31 March 2026
5	Ka Shui Staff Quarters Tenancy Agreement I dated 28 November 2024	Ka Shui Nursing Home	Mr. Ngai	Room A, 6/F., Four Sea Mansion, 11A Fai Yuen Street, Mongkok, Kowloon, Hong Kong	Staff quarters for Ka Shui Nursing Home	HK\$8,000 per month	1 December 2024 to 30 November 2026
6	Ka Shui Staff Quarters Tenancy Agreement II dated 28 November 2024	Ka Shui Nursing Home	Mr. Ngai	Room B, 6/F., Four Sea Mansion, 11A Fai Yuen Street, Mongkok, Kowloon, Hong Kong	Staff quarters for Ka Shui Nursing Home	HK\$8,000 per month	1 December 2024 to 30 November 2026
7	Ka Shui Staff Quarters Tenancy Agreement III dated 28 November 2024	Ka Shui Nursing Home	Mr. Ngai	Room C, 6/F., Four Sea Mansion, 11A Fai Yuen Street, Mongkok, Kowloon, Hong Kong	Staff quarters for Ka Shui Nursing Home	HK\$12,000 per month	1 December 2024 to 30 November 2026
8	Ka Shui Staff Quarters Tenancy Agreement IV dated 28 November 2024	Ka Shui Nursing Home	Mr. Ngai	Room D, 6/F., Four Sea Mansion, 11A Fai Yuen Street, Mongkok, Kowloon, Hong Kong	Staff quarters for Ka Shui Nursing Home	HK\$8,000 per month	1 December 2024 to 30 November 2026

	Tenant	Landlord	Address	Use of property	Monthly rental	Term	
9	Happy Luck Staff Quarters Tenancy Agreement dated 15 July 2024	Happy Luck Home	Ms. Lam Wan Yuet (niece of Mr. Ngai)	Flat 01, 10/F, Block G, 20 On Yat Street, Tsuen Wan, New Territories, Hong Kong	Staff quarters for Happy Luck Home	HK\$18,000 per month	1 July 2024 to 30 June 2026
10	Ka Shui Garden (Hung Hom) Tenancy Agreement dated 28 November 2024	KaYee Home Services	Shing Kong	Shop 1 & 2, G/F., Tung Shun Hing Building, No. 22 Chi Kiang Street, To Kwa Wan, Kowloon, Hong Kong	Ka Shui Garden (Hung Hom) Day Care Centre	HK\$30,000 per month	1 April 2024 to 30 November 2024

As the tenancies under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement are fixed terms, the transactions contemplated thereunder are considered as one-off connected transactions of the Company under Chapter 14A of the Listing Rules.

The value (unaudited) of the right-of-use assets to be recognised by the Company as of 3 December 2024 under (i) the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement; and (ii) the Second Renewal Letters, the Tsuen Wan Warehouse Tenancy Agreement and the De Minimis Tenancies are HK\$65.7 million and HK\$68.7 million, respectively.

As one or more of the applicable percentage ratios in respect of the Second Renewal Letters, the Tsuen Wan Warehouse Tenancy Agreement and the De Minimis Tenancies exceed 5% but all are less than 25%, the transactions under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement constitute discloseable and connected transactions for the Company, and is subject to the reporting, announcement, annual review, circular and independent shareholders' approval requirements under the Listing Rules.

Mr. Ngai and Ms. Ngai, being executive Directors and controlling shareholders of the Company, are considered to be interested in the transactions contemplated under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement. Accordingly, both Mr. Ngai and Ms. Ngai have abstained from voting on the board resolution of the Company to approve the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement.

Mr. Ngai, Ms. Ngai and their respective associates are interested in the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and are therefore required to abstain from voting on the relevant resolution at the EGM to approve the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement.

Save as disclosed above, no Shareholder has a material interest in the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder and is required to abstain from voting on the relevant resolutions at the EGM.

GENERAL

The Independent Board Committee has been formed to advise the Independent Shareholders as to the fairness and the reasonableness of the terms of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder and as to how to vote at the EGM. None of the member of the Independent Board Committee has any interest in the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder.

Grand Moore Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder. The Independent Board Committee will form its view in respect of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder after obtaining and considering the advice from the Independent Financial Adviser.

EGM

An EGM will be convened at which the Independent Shareholders will consider and, where appropriate, approve the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder. All Shareholders who have a material interest in the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement will be required to abstain from voting at the EGM. The resolutions will be passed as ordinary resolutions and voted by poll in accordance with the requirements of the Listing Rules.

A circular containing, amongst other things, (i) further information of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement together with a letter of advice from the Independent Board Committee to the Independent Shareholders, a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, and (ii) the notice of the EGM will be despatched to the Shareholders within 15 Business Days after the date of this announcement, i.e. on or before 24 December 2024 in compliance with the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Business Day(s)”	a day (other than a Saturday or a Sunday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Classic Mate”	Classic Mate Limited (嘉益有限公司), a company incorporated in Hong Kong with limited liability, indirectly wholly-owned by Ms. Ngai and is an associate of Ms. Ngai
“Company”	Kato (Hong Kong) Holdings Limited, a company incorporated in the Cayman Islands with limited liability and 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
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Crawfield International”	Crawfield International Limited (嘉豐國際有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group
“De Minimis Tenancies”	collectively, (i) Tuen Mun Staff Quarters Tenancy Agreement, (ii) Fai To Home (Tuen Mun) Staff Quarters Tenancy Agreement, (iii) To Kwa Wan Warehouse Tenancy Agreement, (iv) Ka Shui Garden Tenancy Agreement, (v) Ka Shui Staff Quarters Tenancy Agreement I, (vi) Ka Shui Staff Quarters Tenancy Agreement II, (vii) Ka Shui Staff Quarters Tenancy Agreement III and (viii) Ka Shui Staff Quarters Tenancy Agreement IV
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be held to approve the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement

“Fai To Home (On Lai)”	Fai-To Home for the Aged (On Lai) Branch (輝濤護老院(安麗分院)), our care and attention home for the elderly with LORCHE No. 0584, the operating address of which is at Shop 1-17 on 1/F., including Entrance on G/F, On Lai Building, 3 Tsing To Path, Tuen Mun, New Territories, Hong Kong
“Fai To Home (On Lai) Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Classic Mate and Crawfield International in relation to the leasing of the premises of Fai To Home (On Lai)
“Fai To Home (Tuen Mun)”	Fai To Home for the Aged (Tuen Mun) Branch (輝濤護老院屯門分院), our care and attention home for the elderly with LORCHE No. 0077, the operating address of which is at 1/F, including Entrance on G/F, Florence Mansion, 6 Tsing Ling Path, Area 4B, Tuen Mun, New Territories, Hong Kong
“Fai To Home (Tuen Mun) Staff Quarters Tenancy Agreement”	the tenancy agreement dated 27 January 2024 entered into between Ms. Lam Wan Fong as landlord and Fai To Home (Tuen Mun) as tenant in relation to the leasing of staff quarters for Fai To Home (Tuen Mun)
“Fai To Home (Tuen Mun) Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Perfect Cheer and Crawfield International in relation to the leasing of the premises of Fai To Home (Tuen Mun)
“Fai To Sino West Home”	Fai To Sino West Combined Home for the Aged (輝濤中西結合安老院), our care and attention home for the elderly with LORCHE No. 0923, the operating address of which is at Part of Shop 1 on G/F, 1/F & 2/F., (3A-3C), 5A-5F Ma Hang Chung Road & 55-65 Pau Chung Street, To Kwa Wan, Kowloon, Hong Kong
“Fai To Sino West Staff Quarters Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Ms. Ngai and Oriental Chinese in relation to the leasing of the premises of the staff quarters for Fai To Sino West Home
“Group”	the Company and its subsidiaries
“Happy Luck”	Happy Luck Elderly Home Limited (荃威安老院有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group

“Happy Luck Home”	Happy Luck Elderly Home Limited (荃威安老院有限公司), our care and attention home for the elderly with LORCHE No. 1331, the operating address of which is at 2nd Floor of Phase 1 of Commercial Development of Allway Gardens, Nos. 187–195 Tsuen King Circuit, Nos. 2–22 On Yat Street, Tsuen Wan, New Territories, Hong Kong
“Happy Luck Home Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Smarts Corporation and Happy Luck in relation to the leasing of the premises of Happy Luck Home
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“HKFRS”	Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Board Committee”	an independent board committee of the Board consisting of all independent non-executive Directors, namely Mr. Or Kevin, Mr. Wong Vinci and Ms. Wu Wing Fong, established for the purpose of advising the Independent Shareholders as to the fairness and reasonableness of the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder
“Independent Financial Adviser”	Grand Moore Capital Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO and the independent financial adviser to the Independent Board Committee and the Independent Shareholders in relation to the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement and the transactions contemplated thereunder
“Independent Shareholders”	Shareholders other than Mr. Ngai, Ms. Ngai and their respective associates and Shareholders who are connected to or otherwise associated with Mr. Ngai, Ms. Ngai or interested in the Tenancy Agreements
“Independent Third Party(ies)”	persons who are not connected persons of the Company and are third parties independent of and not connected with the Company and its connected persons

“Jane’s Home”	Jane’s Home Limited (頤樂居有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group
“Ka Shui Garden”	Ka Shui Garden (Tsuen Wan) Day Care Centre Limited (嘉瑞園(荃灣)日間中心有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Ka Shui Garden Day Care Centre”	Ka Shui Garden Day Care Centre (嘉瑞園日間護理中心), our day care centre for the elderly, the operating address of which is at Shop C1, 1/F., Tsuen Wan Centre Shopping Arcade, 87–105 Tsuen King Circuit, Tsuen Wan, New Territories, Hong Kong
“Ka Shui Garden (Hung Hom) Day Care Centre”	Ka Shui Garden Day Care Centre (Hung Hom) (嘉瑞園日間護理中心(紅磡)), our day care centre for the elderly, the operating address of which is at Shop 1 & 2, G/F., Tung Shun Hing Building, No. 22 Chi Kiang Street, To Kwa Wan, Kowloon, Hong Kong
“Ka Shui Garden Tenancy Agreement”	the tenancy agreement dated 22 April 2024 entered into between Shing Kong as landlord and Ka Shui Garden as tenant in relation to the leasing of the premises of Ka Shui Garden Day Care Centre
“Ka Shui Nursing Home”	Ka Shui Nursing Home for the Elderly (嘉瑞園護養院), our nursing home for the elderly, the operating address of which is 87–105 Tsuen King Circuit, Tsuen Wan Centre, Upper G/F., Shop C2 & C4, Tsuen Wan, New Territories, Hong Kong
“Ka Shui Staff Quarters Tenancy Agreement I”	the tenancy agreement dated 28 November 2024 entered into between Mr. Ngai as landlord and Ka Shui Nursing Home as tenant in relation to the leasing of the premises of staff quarters for Ka Shui Nursing Home located at Room A, 6/F., Four Sea Mansion
“Ka Shui Staff Quarters Tenancy Agreement II”	the tenancy agreement dated 28 November 2024 entered into between Mr. Ngai as landlord and Ka Shui Nursing Home as tenant in relation to the leasing of the premises of staff quarters for Ka Shui Nursing Home located at Room B, 6/F., Four Sea Mansion

“Ka Shui Staff Quarters Tenancy Agreement III”	the tenancy agreement dated 28 November 2024 entered into between Mr. Ngai as landlord and Ka Shui Nursing Home as tenant in relation to the leasing of the premises of staff quarters for Ka Shui Nursing Home located at Room C, 6/F., Four Sea Mansion
“Ka Shui Staff Quarters Tenancy Agreement IV”	the tenancy agreement dated 28 November 2024 entered into between Mr. Ngai as landlord and Ka Shui Nursing Home as tenant in relation to the leasing of the premises of staff quarters for Ka Shui Nursing Home located at Room D, 6/F., Four Sea Mansion
“Kato Elderly Affairs”	Kato Elderly Affairs Limited (嘉濤安老有限公司), a company incorporated in Hong Kong with limited liability, indirectly owned as to 60% by Ms. Ngai and is an associate of Ms. Ngai
“Kato Elderly Home”	Kato Home for the Elderly (嘉濤耆樂苑), our care and attention home for the elderly with LORCHE No. 0787, the operating address of which is at Shop 8–12 on G/F. & 1/F., Lakeshore Building, 7 Tseng Choi Street, Tuen Mun, New Territories, Hong Kong
“Kato Elderly Home Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Kato Elderly Affairs and Kato Kung in relation to the leasing of the premises of Kato Elderly Home
“Kato Home for the Aged”	Kato Home for the Aged (嘉濤耆康之家), our care and attention home for the elderly with LORCHE No. 0668, the operating address of which is at 1/F., Tung Wai Court, No. 3 Tsing Ling Path, Tuen Mun, New Territories, Hong Kong
“Kato Home for the Aged Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Kato Property and Kato Kung in relation to the leasing of the premises of Kato Home for the Aged
“Kato Kung”	Kato Kung Limited (嘉濤宮有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group
“Kato Property”	Kato Property Limited (嘉濤置業有限公司), a company incorporated in Hong Kong with limited liability, indirectly owned as to 60% by Ms. Ngai and is an associate of Ms. Ngai

“Kato Staff Quarters Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Ms. Ngai, Kato Elderly Affairs and Kato Kung in relation to the leasing of the premises of the staff quarters for Kato Elderly Home and Kato Home for the Aged
“KaYee Home Services”	KaYee Home Services (Team A) Company Limited (家宜到戶服務(一隊)有限公司) (formerly known as Ka Shui Garden (Hung Hom) Health Care Limited (嘉瑞園(紅磡)安養有限公司)), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Lam Kong”	Mr. Lam Kong, the brother of Mr. Ngai and an associate of Mr. Ngai
“Ms. Lam Wan Fong”	Ms. Lam Wan Fong, a niece of Mr. Ngai and an associate of Mr. Ngai
“Ms. Lam Wan Yuet”	Ms. Lam Wan Yuet, a niece of Mr. Ngai and an associate of Mr. Ngai
“Mr. Ngai”	Mr. Ngai Shi Shing Godfrey, an executive Director and a controlling shareholder of the Company
“Mr. Ngai Ha Sang”	Mr. Ngai Ha Sang, uncle of Mr. Ngai and an associate of Mr. Ngai
“Ms. Ngai”	Ms. Ngai Ka Yee, an executive Director and a controlling shareholder of the Company
“Oriental Chinese”	Oriental Chinese Medicine Limited (東方中醫藥有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group
“Perfect Cheer”	Perfect Cheer Investment Limited (冠時投資有限公司), a company incorporated in Hong Kong with limited liability, indirectly wholly-owned by Ms. Ngai and is an associate of Ms. Ngai
“Pine Villa”	Pine Villa (康城松山府邸), our care and attention home for the elderly with LORCHE No. 1310, the operating address of which is at Portion of Level 5, The Capitol, Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong

“Premises”	the premises under the Second Renewal Letters and the Tsuen Wan Warehouse Tenancy Agreement
“Second Renewal Letters”	collectively, (i) Kato Elderly Home Tenancy Second Renewal Letter, (ii) Kato Home for the Aged Tenancy Second Renewal Letter, (iii) Fai To Home (On Lai) Tenancy Second Renewal Letter, (iv) Fai To Home (Tuen Mun) Tenancy Second Renewal Letter, (v) Tsuen Wan Centre Tenancy Second Renewal Letter, (vi) Happy Luck Home Tenancy Second Renewal Letter, (vii) Tsuen Wan Staff Quarters Tenancy Second Renewal Letter, (viii) Kato Staff Quarters Tenancy Second Renewal Letter, (ix) Staff Quarters Tenancy Second Renewal Letter and (x) Fai To Sino West Staff Quarters Tenancy Second Renewal Letter
“Shareholder(s)”	holder(s) of the Share(s)
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shing Kong”	Shing Kong Limited (豐成有限公司), a company incorporated in Hong Kong with limited liability, indirectly wholly-owned by Ms. Ngai and is an associate of Ms. Ngai
“Smarts Corporation”	Smarts Corporation Limited (仕茂有限公司), a company incorporated in Hong Kong with limited liability, indirectly wholly-owned by Ms. Ngai and is an associate of Ms. Ngai
“Staff Quarters Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Ms. Ngai, Happy Luck, Jane’s Home, Oriental Chinese and Tsuen Wan Elderly Centre in relation to the leasing of the premises of the staff quarters for Happy Luck Home, Pine Villa, Fai To Sino West Home and Tsuen Wan Centre
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“To Kwa Wan Warehouse Tenancy Agreement”	the tenancy agreement dated 28 November 2024 entered into between Shing Kong as landlord and Oriental Chinese as tenant in relation to the lease of warehouse in To Kwa Wan

“Tsuen Wan Centre”	Tsuen Wan Elderly Centre Limited (荃灣老人中心有限公司), our care and attention home for the elderly with LORCHE No. 1223, the operating address of which is at Shop C1, 1/F, Tsuen Wan Centre Shopping Arcade, 87–105 Tsuen King Circuit, Tsuen Wan, New Territories, Hong Kong
“Tsuen Wan Centre Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Shing Kong and Tsuen Wan Elderly Centre in relation to the leasing of the premises of Tsuen Wan Centre
“Tsuen Wan Elderly Centre”	Tsuen Wan Elderly Centre Limited (荃灣老人中心有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Group
“Tsuen Wan Staff Quarters Tenancy Second Renewal Letter”	the second renewal letter dated 3 December 2024 entered into between Mr. Ngai, Mr. Lam Kong and Tsuen Wan Elderly Centre in relation to the leasing of the premises of the staff quarters for Tsuen Wan Centre
“Tsuen Wan Warehouse Tenancy Agreement”	the tenancy agreement dated 3 December 2024 entered into between Crawfield International and Mr. Lam Kong in relation to the lease of the warehouse and office in Tsuen Wan
“Tuen Mun Staff Quarters Tenancy Agreement”	the tenancy agreement dated 7 October 2024 entered into between Mr. Ngai Ha Sang as landlord, and Kato Home for the Aged, Kato Elderly Home, Fai To Home (On Lai), Fai To Home (Tuen Mun), Tsuen Wan Elderly Centre and Happy Luck Home as tenants, in relation to the lease of staff quarters in Tuen Mun
“%”	per cent.

* *The English transliteration of the Chinese name(s) in this announcement, where indicated, is included for information purpose only, and should not be regarded as the official English name(s) of such Chinese name(s).*

By order of the Board
Kato (Hong Kong) Holdings Limited
Ngai Shi Shing Godfrey
Chairman and executive Director

Hong Kong, 3 December 2024

As at the date of this announcement, the executive Directors are Ms. Ngai Ka Yee, Mr. Ngai Shi Shing Godfrey and Mr. Lau Kwok Wo; and the independent non-executive Directors are Mr. Or Kevin, Mr. Wong Vinci and Ms. Wu Wing Fong.