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WANJIA GROUP HOLDINGS LIMITED
萬嘉集團控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 401)

DISCLOSEABLE TRANSACTION IN RELATION TO THE RENEWAL OF TENANCY AGREEMENT FOR LEASING OF OFFICE PREMISES

The Board is pleased to announce that on 22 July 2025, the Company as lessee and the Landlord as lessor entered into the Tenancy Agreement in respect of the renewal of lease of the Premises commencing from 24 February 2026 to 23 February 2029 (both days inclusive).

Upon implementation of HKFRS 16 effective from 1 January 2019, if the Group enters into lease transaction as a lessee, it should recognise the right-of-use asset in the consolidated financial statements of the Company.

Accordingly, the entering into of the Tenancy Agreement by the Company as the lessee will be regarded as an acquisition of asset under the definition of transaction set out in Rule 14.04(1)(a) of the Listing Rules, and will constitute a notifiable transaction for the Company under the Listing Rules depending on the size of the lease transaction.

As the highest applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) for the transaction contemplated under the Tenancy Agreement exceeds 5% but is below 25%, such transaction constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

The Board is pleased to announce that on 22 July 2025, the Company as lessee and the Landlord as lessor entered into the Tenancy Agreement in respect of the renewal of lease of the Premises commencing from 24 February 2026 to 23 February 2029 (both days inclusive).

THE TENANCY AGREEMENT

Set out below is a summary of the principal terms of the Tenancy Agreement:

Date	22 July 2025
Parties	(a) the Company, as lessee; and (b) the Landlord, as lessor To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Landlord and its ultimate beneficial owners are Independent Third Parties
Premises	Suite 1801, 18th Floor, Tower 1, The Gateway, Harbour City, Kowloon, Hong Kong
Use of the Premises	For commercial offices use only
Term	Three years commencing on 24 February 2026 and expiring on 23 February 2029 (both days inclusive)
Rental payment	The monthly rent payable by the Company to the Landlord under the Tenancy Agreement is HK$71,925 exclusive of rates, management fee, air-conditioning charge, service charge and other outgoings
Deposit	The deposit payable by the Company is HK$280,678.95, which is equivalent to approximately the sum of three months rent, management fee and air-conditioning charge. As at the date of this announcement, the said deposit has been paid

The rent under the Tenancy Agreement was determined after arm's length negotiations between the Landlord and the Company, after taking into consideration the prevailing market rental rate for premises with comparable size, location and usage in the vicinity of the Premises.

CONSIDERATION AND RIGHT-OF-USE ASSET RECORDED

Pursuant to the HKFRS 16 "Leases", the total consideration under the Tenancy Agreement represents the aggregate amount of rental payments to be made over the term of the Tenancy Agreement measured at present value basis, which amounts to approximately HK$2.59 million as of the date of the Tenancy Agreement. The rental payments over the term of the Tenancy Agreement will be settled out of the internal financial resources of the Group.

REASONS FOR AND BENEFITS OF ENTERING INTO THE TENANCY AGREEMENT

The Premises has been used as the head office of the Company since 2020 and the existing lease of the Premises is set to expire on 23 February 2026. In assessing the Company's options for the renewal of the lease of the Premises, the Company has taken in account that the Landlord has offered rent concessions for the renewed lease as compared with the existing lease. In addition, the Company also considered that the renewal of the lease under the Tenancy Agreement would (i) enable the Group to save relocation and renovation costs; (ii) prevent interruption to the daily operation of the head office of the Company; and (iii) allow the Company to maintain its office in a premium commercial zone, to which the Premises is located in a grade A office building in Tsim Sha Tsui with quality management and office spaces available, easily accessible, and is beneficial to the business development of the Company.

The terms of the Tenancy Agreement, including the rental charge, were determined after arm's length negotiations between the parties and are in line with market rental rates of similar office premises in the vicinity, and that the entering into of the Tenancy Agreement is imminent and necessary for the continuing business operation of the Group, the Board therefore considers that the terms of the Tenancy Agreement are fair and reasonable and the entering into of the Tenancy Agreement is in the interests of the Company and the Shareholders as a whole.

INFORMATION OF THE PARTIES

The Company is an investment holding company. The Group is principally engaged in pharmaceutical wholesale and distribution business and hemodialysis treatment and consultancy service business in the PRC.

The Landlord is a company limited by shares incorporated under the laws of Hong Kong and is principally engaged in investment and operations of residential and commercial properties in Hong Kong. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Landlord is an indirect wholly-owned subsidiary of Wharf Real Estate Investment Company Limited, the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 1997), and the Landlord and its ultimate beneficial owners are Independent Third Parties.

IMPLICATIONS UNDER THE LISTING RULES

Upon implementation of HKFRS 16 effective from 1 January 2019, if the Group if enters into lease transaction as a lessee, it should recognise the right-of-use asset in the consolidated financial statements of the Company.

Accordingly, the entering into of the Tenancy Agreement by the Company as the lessee will be regarded as an acquisition of asset under the definition of transaction set out in Rule 14.04(1)(a) of the Listing Rules, and will constitute a notifiable transaction for the Company under the Listing Rules depending on the size of the lease transaction.

As the highest applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) for the transaction contemplated under the Tenancy Agreement exceeds 5% but is below 25%, such transaction constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	the board of Directors
"Company"	Wanjia Group Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange
"Director(s)"	the director(s) of the Company
"Group"	the Company and its subsidiaries
"HKFRS"	Hong Kong Financial Reporting Standards
"Independent Third Party(ies)"	to the best of the directors' knowledge, information and belief having made all reasonable enquiry, the Landlord and their ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined under the Listing Rules)
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Landlord"	Harbour City Estates Limited
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC"	the People's Republic of China, which for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan

"Premises"	Suite 1801, 18th Floor, Tower 1, The Gateway, Harbour City, Kowloon, Hong Kong
"Shareholder(s)"	holder(s) of shares of the Company
"Stock Exchange"	the Stock Exchange of Hong Kong Limited
"Tenancy Agreement"	the tenancy agreement dated 22 July 2025 entered into between the Landlord as lessor and the Company as lessee in relation to the lease of the Premises
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"%"	per cent.

By order of the Board
Wanjia Group Holdings Limited
Wang Jia Jun
Chief Executive Officer and Executive Director

Hong Kong, 22 July 2025

As at the date of this announcement, the Board comprises one executive Director, namely Mr. Wang Jia Jun, one non-executive Director, namely Dr. Xiao Zhixin and three independent non-executive Directors, namely Dr. Liu Yongping, Ms. Chan Wing Shan Winsome and Ms. Xu Wei.