

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



GREENHEART GROUP LIMITED

綠心集團有限公司

(Incorporated in Bermuda with limited liability)
(Stock Code: 94)

**(1) VERY SUBSTANTIAL DISPOSAL
DISPOSAL OF SALE ASSETS;
(2) PROPOSED DECLARATION OF SPECIAL DIVIDEND;
AND
(3) RESUMPTION OF TRADING**

Financial adviser to the Company



紅日資本有限公司
RED SUN CAPITAL LIMITED

THE SALE AND PURCHASE AGREEMENTS

On 29 August 2025 (after trading hours of the Stock Exchange), the Vendors, each being an indirect wholly-owned subsidiary of the Company, and the Purchaser entered into the SPAs pursuant to which the Vendors have conditionally agreed to dispose of, and the Purchaser has conditionally agreed to acquire, the Sale Assets at the Consideration of NZ\$134.15 million (equivalent to approximately HK\$615.52 million).

PROPOSED DECLARATION OF SPECIAL DIVIDEND

Subject to the approval of the Shareholders at the SGM and Completion, the Board intends to declare a Special Dividend of HK\$0.01 per Share to the Shareholders whose names appear on the register of members of the Company on a record date to be determined. Further announcement(s) will be made by the Company in this regard as and when appropriate.

LISTING RULES IMPLICATIONS

In relation to the transaction contemplated under the SPA 1, as the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the transaction contemplated under the SPA 1 exceeds 75%, the transaction contemplated thereunder on a stand-alone basis will constitute a very substantial disposal of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

In relation to the transaction contemplated under the SPA 2, as none of the applicable percentage ratio(s) (as defined in Rule 14.07 of the Listing Rules) in respect of the transaction contemplated under the SPA 2 exceeds 5%, the transaction contemplated thereunder on a stand-alone basis does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

However, pursuant to Rule 14.22 of the Listing Rules, a series of transactions will be aggregated and treated as if they were one transaction if they were all completed within a 12-month period or are otherwise related. As the SPA 1 and the SPA 2 were entered into between the Vendors, which are the indirect wholly-owned subsidiaries of the Company, the Purchaser and the Company at the same time and are of similar nature, the Disposal contemplated under the SPA 1 and the SPA 2 shall be aggregated for the purpose of calculating the relevant percentage ratios pursuant to Rule 14.22 of the Listing Rules.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Disposal exceeds 75%, the Disposal will constitute a very substantial disposal of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

GENERAL

A SGM will be convened for the purpose of considering and, if thought fit, approving, among other things, (i) the SPAs and the transactions contemplated thereunder, and (ii) the proposed declaration of the Special Dividend. A circular containing, among other things, (i) further details of the SPAs and the transactions contemplated thereunder, (ii) the proposed declaration of the Special Dividend, (iii) financial information on the Sale Assets, (iv) pro forma financial information relating to the Disposal, (v) a valuation report of the Sale Assets as prepared by the Valuers, and (vi) a notice of the SGM and other information as required under the Listing Rules, will be despatched to the Shareholders on or before 2 October 2025.

Completion of the SPAs is conditional upon the fulfilment and/or waiver (if applicable) of the Conditions set out in the SPAs. Accordingly, the Disposal may or may not proceed to Completion and the Special Dividend may or may not be declared. Shareholders and potential investors are therefore advised to exercise caution when dealing in the Shares.

INTRODUCTION

On 29 August 2025 (after trading hours of the Stock Exchange):

- (i) the Vendor 1, the Vendor 2, the Purchaser and the Company entered into the SPA 1 pursuant to which the Vendor 1 and the Vendor 2 have conditionally agreed to dispose of, and the Purchaser has conditionally agreed to acquire, the Sale Assets 1 and the Sale Assets 2, respectively, at a total consideration of NZ\$133.47 million (equivalent to approximately HK\$612.40 million); and
- (ii) the Vendor 3, the Purchaser and the Company entered into the SPA 2 pursuant to which the Vendor 3 has conditionally agreed to dispose of, and the Purchaser has conditionally agreed to acquire, the Sale Assets 3 at a total consideration of NZ\$0.68 million (equivalent to approximately HK\$3.12 million).

THE SPAs

1. The SPA 1

The principal terms of the SPA 1 are set out below:

Date: 29 August 2025 (after trading hours of the Stock Exchange)

Parties: (i) the Vendor 1;
(ii) the Vendor 2;
(iii) the Purchaser; and
(iv) the Company

Assets to be disposed of

- (a) Pursuant to the SPA 1, the assets to be disposed of by the Vendor 1 and the Vendor 2 to the Purchaser under the SPA 1 comprise mainly the following assets:
 - (i) 78 parcels of land located in the Mangakahia Forest, Northland region of NZ with an indicative total land area measuring approximately 12,724 hectares owned by the Vendor 1, together with any buildings and yards, trees and timber standing or lying thereon (the “**Trees**”), fences, tracks, dams, and any other improvement thereon (if any) (collectively, the “**Property**”);
 - (ii) NZ units (as defined under the Climate Change Response Act 2002 of NZ, being carbon units);
 - (iii) two licence agreements and the memorandum of understanding entered by the Vendor 1 or certain subsidiaries of the Company in relation to the Property; and
 - (iv) all records, operational data and any other information relating to the Trees and/or the above assets held by the Vendor 1 (collectively, the “**Sale Assets 1**”); and
- (b) the following assets to be disposed of by the Vendor 2 to the Purchaser:
 - (i) a parcel of land located in the Ormond Valley, Gisborne region of NZ with an indicative total land area measuring approximately 81 hectares owned by the Vendor 2, together with the Trees, fences, tracks, dams, and any other improvement thereon; and
 - (ii) all records, operational data and any other information relating to the Trees and/or the above assets held by the Vendor 2 (collectively, the “**Sale Assets 2**”).

Consideration and payment terms

The total consideration for the Sale Assets 1 and the Sale Assets 2 is NZ\$133.47 million (equivalent to approximately HK\$612.40 million) (the “**SPA Consideration 1**”) comprising (i) NZ\$132.21 million (equivalent to approximately HK\$606.62 million) which shall be payable by the Purchaser to the Vendor 1, and (ii) NZ\$1.26 million (equivalent to approximately HK\$5.78 million) which shall be payable by the Purchaser to the Vendor 2.

The Purchaser shall pay the SPA Consideration 1 in the following manners:

- (a) NZ\$13.35 million (equivalent to approximately HK\$61.25 million), being 10% of the SPA Consideration 1 as deposit (the “**Deposit 1**”), of which:
 - (i) NZ\$6.7 million (equivalent to approximately HK\$30.74 million), being 50% of the Deposit 1, shall be paid by the Purchaser to the trust account of the NZ legal adviser of the Vendor 1 and the Vendor 2 within 10 Working Days of the date of the SPA 1 by electronic bank transfer as cleared funds; and
 - (ii) NZ\$6.7 million (equivalent to approximately HK\$30.74 million), being the remaining 50% of the Deposit 1, shall be paid by the Purchaser to the trust account of the NZ legal adviser of the Vendor 1 and the Vendor 2 within 10 Working Days of the later of the date of satisfaction of the OIO Consent Condition and the Listco Consent Condition (defined hereafter), in respect of the SPA 1 and the transactions contemplated thereunder, by electronic bank transfer as cleared funds.

The Deposit 1 shall form part payment of the SPA Consideration 1 and be promptly placed in an escrow account by the NZ legal adviser of the Vendor 1 and the Vendor 2 as stakeholders until Completion of the SPA 1; and

- (b) NZ\$120.12 million (equivalent to approximately HK\$551.15 million), being 90% of the SPA Consideration 1 shall be paid by the Purchaser:
 - (i) NZ\$119.00 million (equivalent to approximately HK\$546.01 million) to the Vendor 1 in cleared funds on the Completion Date 1; and
 - (ii) NZ\$1.12 million (equivalent to approximately HK\$5.14 million) to the Vendor 2 in cleared funds on the Completion Date 1 (collectively, the “**Balance SPA 1 Consideration**”).

SPA 1 Conditions precedent to Completion

Pursuant to the SPA 1, the sale and purchase of the Sale Assets 1 and Sale Assets 2 shall be conditional upon the fulfilment of the following conditions precedent:

- (i) the Company having obtained, on terms and conditions reasonably acceptable to the Company, all necessary consents and approvals, including the approval of the Shareholders at the SGM (the “**Shareholders’ Approval**”), approving the entering into the SPA 1 and the transactions contemplated thereunder upon the terms and conditions of the SPA 1 (collectively, the “**Listco Consent Condition**”), on or before the Long Stop Date;

- (ii) the Purchaser having obtained all consents required, on terms which are reasonably acceptable to the Purchaser, under the applicable laws and regulations of NZ to acquire the Sale Assets 1 and the Sale Assets 2 contemplated under the SPA 1 (the “**OIO Consent Condition**”) on or before the OIO Consent Date or a later day as the parties may otherwise agree pursuant to the terms of the SPA 1; and
- (iii) the Vendor 1 having executed a deed of reciprocal access licence over the Māori Land in favour of the Purchaser for vehicle access to Maropiu from the legal road; and the Purchaser having agreed to grant reciprocal access rights for the Vendor 1 to have access from Maropiu to Māori Land from the legal road.

Condition (iii) can be waived by either party to the SPA 1. Conditions (i) and (ii) are not waivable by any party to the SPA 1.

As at the date of this announcement, none of the SPA 1 Conditions have been fulfilled.

Completion of the SPA 1

Subject to the fulfilment of all the SPA 1 Conditions (or otherwise waived as mentioned above), completion of the SPA 1 shall take place on the Completion Date 1.

On the Completion Date 1:

- (a) the Purchaser shall make available to the Vendor 1 and Vendor 2, among other things:
 - (i) pay the Balance SPA 1 Consideration to the Vendor 1 and the Vendor 2 in manner mentioned above;
 - (ii) deliver the duly executed Forest Management Agreement; and
 - (iii) deliver executed deed(s) of reciprocal access licence over Maropiu for access to Māori Land from the legal road in favour of the Vendor 1.

- (b) the Vendor 1 and Vendor 2 shall make available to the Purchaser, among other things:
 - (i) deliver executed transfers in registrable form and other documents as may be needed in connection with the sale of the Sale Assets 1 and Sale Assets 2 or required to transfer title to the Sale Assets 1 and Sale Assets 2 pursuant to the SPA 1 to the Purchaser including executed transfers in registrable form;
 - (ii) deliver the duly executed Forest Management Agreement;
 - (iii) deliver executed deed(s) of reciprocal access licence over Māori Land for access to Maropiu from the legal road in favour of the Purchaser; and
 - (iv) pay to the Purchaser the applicable Land Information New Zealand registration fee.

Immediately after the above Completion, the Vendor 1 and Vendor 2 will cease to be the owner of the Sale Assets 1 and Sale Assets 2, respectively.

Guarantee

The Company unconditionally and irrevocably guarantees the punctual performance of all of the obligations of the Vendor 1 and Vendor 2 under the SPA 1, provided that in no circumstance the aggregate liability of the Vendor 1 and Vendor 2 for all claims the Purchaser may have against the Vendor 1 and Vendor 2 under the SPA 1 shall exceed the SPA Consideration 1. However, such limitation shall not apply to any claim the Purchaser may have against the Vendor 1 and/or Vendor 2 for fraud, fraudulent misrepresentation or willful concealment.

Termination

Either party to the SPA 1 may terminate the SPA 1 by providing notice of termination to the other if:

- (i) the Listco Consent Condition in respect of SPA 1 is not satisfied by the Long Stop Date; or
- (ii) the Purchaser is unable to procure the satisfaction of the OIO Consent Condition in respect of the acquisition of the Sale Assets 1 and the Sale Assets 2 contemplated under the SPA 1 by the OIO Consent Date (or as extended by the parties pursuant to the terms of the SPA 1).

Neither party will have any claim against the other arising from or in connection with a termination of the SPA 1 provided that the termination will be without prejudice to the rights and remedies available to either party arising from or in connection with any antecedent breach of the SPA 1.

Forest Management Agreement

On the date of SPA 1, a subsidiary of the Purchaser (the “**Principal**”) and the Forest Manager have entered into a Forest Management Agreement with a three-year term over the Sale Assets, commencing from the Completion Date 1.

Pursuant to the Forest Management Agreement, the Forest Manager will provide a range of services to the Principal including, among other matters, root raking, supply of tree stocks, planting, road maintenance, environmental management, operation planning and scheduling. At the request of the Principal, the Forest Manager may also provide harvesting and sales services such as preparing harvesting plans, log felling, hauling, cartage, and the sale and marketing of forest products (collectively, the “**Forest Management Services**”).

The Forest Manager will charge a fixed annual fee at approximately NZ\$214,000 for managing the Sale Assets, together with variable fees calculated based on actual works performed, measured on a per hectare basis, in accordance with market practice.

Other arrangement on the sale of management subsidiaries

Pursuant to the SPA 1, the parties further agree that if the Company or any of its related companies (as defined under section 2(3) of the Companies Act 1993 of NZ) (each, “**Relevant Company**”) wishes to sell any shares (the “**Sale Shares**”) in four indirectly wholly-owned forest management subsidiaries of the Company collectively, within five years after the Completion Date 1, the Purchaser will have a right of first refusal to acquire the Sale Shares, and the Vendor 1 and Vendor 2 and the Company must, and must procure that such Relevant Company, first gives notice to the Purchaser, offering to sell the Sale Shares to the Purchaser (the “**Sale Offer**”). At the expiry of the Forest Management Agreement, the Company agrees to enter into negotiations with the Purchaser with regard to a Sale Offer.

If the relevant parties do not execute a definitive sale and purchase agreement for the Sale Shares within 20 Working Days from the Purchaser’s receipt of the above Sale Offer, the Company or the Relevant Company may sell the shares to a third party on terms that are not more favourable to that third party purchaser than under the Sale Offer.

2. The SPA 2

The principal terms of the SPA 2 are set out below:

Date: 29 August 2025 (after trading hours of the Stock Exchange)

Parties: (i) the Vendor 3;
(ii) the Purchaser; and
(iii) the Company

Assets to be disposed of

Pursuant to the SPA 2, the assets to be disposed of by the Vendor 3 to the Purchaser under the SPA 2 comprise mainly the following assets:

- (i) a parcel of land located in the Mangakahia Forest, Northland region of NZ with an indicative total land area measuring approximately 66 hectares owned by the Vendor 3, together with any buildings and yards, Trees, fences, tracks, dams, and any other improvement thereon (if any) (collectively, the “**Māori Land**”); and
- (ii) all records, operational data and any other information relating to the Trees and/or the Māori Land held by the Vendor 3 (collectively, the “**Sale Assets 3**”).

Consideration and payment terms

The consideration for the Sale Assets 3 is NZ\$0.68 million (equivalent to approximately HK\$3.12 million) (the “**SPA Consideration 2**”), which shall be payable by the Purchaser to the Vendor 3.

The Purchaser shall pay the SPA Consideration 2 in the following manners:

- (a) NZ\$68,034 (equivalent to approximately HK\$0.32 million), being 10% of the SPA Consideration 2 as deposit (the “**Deposit 2**”), of which:
 - (i) NZ\$34,017 (equivalent to approximately HK\$0.16 million), being 50% of the Deposit 2, shall be paid by the Purchaser to the trust account of the NZ legal adviser of the Vendor 3 within 10 Working Days of the date of the SPA 2 by electronic bank transfer as cleared funds; and
 - (ii) NZ\$34,017 (equivalent to approximately HK\$0.16 million), being the remaining 50% of the Deposit 2, shall be paid by the Purchaser to the trust account of the NZ legal adviser of the Vendor 3 within 10 Working Days of the later of the date of satisfaction of the OIO Consent Condition and the Listco Consent Condition in respect of the SPA 2 and the transactions contemplated thereunder, by electronic bank transfer as cleared funds.

The Deposit 2 shall form part payment of the SPA Consideration 2 and be promptly placed in an escrow account by the NZ legal adviser of the Vendor 3 as stakeholder until Completion of the SPA 2; and

- (b) NZ\$612,308 (equivalent to approximately HK\$2.80 million), being 90% of the SPA Consideration 2 shall be paid by the Purchaser to the Vendor 3 in cleared funds on the Completion Date 2 (the “**Balance SPA 2 Consideration**”).

SPA 2 Conditions precedent to Completion

Pursuant to the SPA 2, the sale and purchase of the Sale Assets 3 shall be conditional upon the fulfilment of the following conditions precedent:

- (i) the Completion of the SPA 1 pursuant to the terms and conditions of the SPA 1 which shall be deemed to have fulfilled on the Completion Date 1;
- (ii) the Vendor 3 having obtained the Māori Court Confirmation for the sale of the Sale Assets 3 to the Purchaser;
- (iii) the Company having fulfilled the Listco Consent Condition in respect of SPA 2 and the transactions contemplated thereunder, on or before the Long Stop Date; and
- (iv) the Purchaser having fulfilled the OIO Consent Condition in respect of the acquisition of the Sale Assets 3 contemplated under the SPA 2, on or before the OIO Consent Date or a later day as the parties may otherwise agree.

All the above conditions are not waivable.

As at the date of this announcement, none of the SPA 2 Conditions have been fulfilled.

Completion of the SPA 2

Subject to the fulfilment of all the SPA 2 Conditions, completion of the SPA 2 shall take place on the Completion Date 2.

On the Completion Date 2:

- (i) the Purchaser shall pay the Balance SPA 2 Consideration to the Vendor 3 in manner mentioned above; and
- (ii) the Vendor 3 shall (i) deliver executed transfers in registrable form and other documents as may be needed in connection with the sale of the Sale Assets 3 or required to transfer title to the Sale Assets 3 pursuant to the SPA 2 to the Purchaser including executed transfers in registrable form; and (ii) pay to the Purchaser the applicable Land Information New Zealand registration fee.

Immediately after the above Completion, the Vendor 3 will cease to be the owner of the Sale Assets 3.

Guarantee

The Company unconditionally and irrevocably guarantees the punctual performance of all of the obligations of the Vendor 3 under the SPA 2, provided that in no circumstance the aggregate liability of the Vendor 3 for all claims the Purchaser may have against the Vendor 3 under the SPA 2 shall exceed the SPA Consideration 2. However, such limitation shall not apply to any claim the Purchaser may have against the Vendor 3 for fraud, fraudulent misrepresentation or willful concealment.

Termination

Either party to the SPA 2 may terminate the SPA 2 by providing notice of termination to the other if:

- (i) the Listco Consent Condition in respect of SPA 2 is not satisfied by the Long Stop Date; or
- (ii) the Purchaser is unable to procure the satisfaction of the OIO Consent Condition in respect of the acquisition of the Sale Assets 3 contemplated under the SPA 2 by the OIO Consent Date (or as extended by the parties pursuant to the terms of the SPA 2).

Neither party will have any claim against the other arising from or in connection with a termination of the SPA 2 provided that the termination will be without prejudice to the rights and remedies available to either party arising from or in connection with any antecedent breach of the SPA 2.

The rationale for entering into the SPA 1 in respect of the Sale Assets 1 and Sale Assets 2 on one part, and the SPA 2 in respect of the Sale Assets 3 on the other part was mainly due to the commercial reason that the majority of the Sale Assets, for instance, the freehold forestry land under the SPA 1, can be transferred to the Purchaser upon Completion Date 1, without having to complete SPA 2 which is conditional upon the obtaining of the Māori Court Confirmation. Specifically, the obtaining of the Māori Court Confirmation in respect of the Sale Assets 3 is an additional statutory and administrative procedures pursuant to the Te Ture Whenua Māori Act 1993 of NZ, which would typically take approximately 12 to 15 months to complete and the success of which is beyond control of the Vendor 3 and the Purchaser. To avoid an extended approval process that would delay Completion of the entire Disposal, the Sale Assets 3 has been carved out into a separate sale and purchase agreement so that the bulk of the Sale Assets under the SPA 1 can proceed to Completion without undue delay.

For the avoidance of doubt, the completion of SPA 1 is not conditional upon the completion of SPA 2 whereas the completion of SPA 2 is conditional upon the completion of SPA 1 as disclosed in the paragraph headed “SPA 2 Conditions precedent to Completion” above.

BASIS OF THE CONSIDERATIONS

The Consideration was determined after arm’s length negotiations between the Vendors and the Purchaser with reference to, among other things, (a) the book value of the Sale Assets of approximately NZ\$114.38 million (equivalent to approximately HK\$524.79 million) as at 30 June 2025, (b) the appraised value of the Sale Assets of as at 30 June 2025 under the valuation based on income approach (save for the appraised value of the land comprised in the Sale Assets which was based on the market comparison approach) conducted by the Valuers, (c) the Purchaser’s internal assessments of the Sale Assets and their resultant offer price for the Sale Assets, (d) the nature, profile, current stage of the lifecycle and location of the Sale Assets, and (e) the reasons for and benefits of the Disposal as set out in the section headed “Reasons for and benefits of the Disposal and Use of Proceeds” below.

PROFIT FORECAST UNDER THE VALUATION REPORT

The Consideration for the Disposal was determined after arm’s length negotiations among the parties to the SPAs and taking into account the Valuation Report.

According to the Valuation Report dated 11 August 2025, the forest land and tree crops were appraised at approximately NZ\$91.76 million (equivalent to approximately HK\$421.02 million) as at 30 June 2025, using the discounted cash flow method under the income approach and, as the case may be, the market comparison approach as described in the “Basis of the Considerations” above as the adopted valuation methods. Together with the carrying amount of the infrastructure improvements of HK\$103.77 million, the total value of the Sale Assets was assessed at HK\$524.79 million. The valuation method and the assumptions adopted in the Valuation Report constitute a profit forecast under Rule 14.61 of the Listing Rules such that the requirements of Rules 14.60A of the Listing Rules are applicable.

The Company will make further announcement(s) in respect of the profit forecast within fifteen (15) Business Days after the publication of this announcement pursuant to Rule 14.60A of the Listing Rules.

INFORMATION ON THE PARTIES

The Company and the Vendors

The principal activity of the Company is investment holding. The principal activities of the Group comprise log harvesting, marketing, sales and trading of logs and timber products and provision of forest management services.

Each of the Vendors is an indirect wholly-owned subsidiary of the Company. Vendor 1 and Vendor 2 are investment and forestry land holding companies, and the holding companies of the Sale Assets 1 and the Sale Assets 2, respectively. Vendor 3 is principally engaged in investment in commercial forestry, and the holding company of the Sale Assets 3.

The Purchaser

The Purchaser is a company incorporated in NZ and its principal business is investment and forestry land holding company. The ultimate beneficial owner of the Purchaser is Stichting INGKA Foundation, a Dutch charitable foundation founded by Ingvar Kamrad. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, each of the Purchaser and its ultimate beneficial owner(s) is an Independent Third Party.

INFORMATION ON THE SALE ASSETS

A summary of the financial information of the Sale Assets for the financial years ended 31 December 2023 and 31 December 2024 which was prepared in accordance with the accounting principles generally accepted in Hong Kong is set out below:

	For the year ended	
	31 December	
	(unaudited)	(unaudited)
	2023	2024
	HK\$'000	HK\$'000
Revenue	17,520	–
Loss before taxation	(30,951)	(66,186)
Loss after taxation	(17,193)	(60,194)

According to the unaudited consolidated financial statements of the Company, as at 30 June 2025, the aggregate net asset value of the Sale Assets was approximately NZ\$114.38 million (equivalent to approximately HK\$524.79 million).

POSSIBLE FINANCIAL EFFECT OF THE DISPOSAL

Based on (i) the carrying value of the Sale Assets as shown in the unaudited consolidated financial statements of the Company as at 30 June 2025 amounted to approximately NZ\$114.38 million (equivalent to approximately HK\$524.79 million), (ii) the Consideration of approximately NZ\$134.15 million (equivalent to approximately HK\$615.52 million), and (iii) the related expenses of approximately NZ\$7.53 million (equivalent to approximately HK\$34.55 million) for the Disposal, the Group is expected to record a gain of approximately NZ\$12.24 million (equivalent to approximately HK\$56.18 million) from the Disposal.

The actual financial effect in connection with the Disposal is subject to review and final audit by the Company's auditor and therefore may be different from the figures provided above. Shareholders and potential investors of the Company should note that the above estimation is for illustrative purpose only.

REASONS FOR AND BENEFITS OF THE DISPOSAL AND USE OF PROCEEDS

The Group is principally engaged in log harvesting, marketing, sales and trading of logs and timber products and provision of forest management services.

Existing business model of the Group

(a) Suriname

Following the disposal of the majority of its substantial loss-making subsidiaries in Suriname, the remaining subsidiaries of the Company in Suriname are relatively small in scale and do not hold timber concessions or cutting rights. The Group does not expect them to create a significant financial burden given their minimal holding costs.

(b) New Zealand

Prior to the Disposal, the Group's NZ operations were based on a mixed model of:

- (i) holding a portfolio of freehold forest land and trees in North Island of NZ, being the Sale Assets. The Sale Assets comprise trees that mature over an extended cycle of approximately 15 years. However, the maturity profile of these trees is uneven, with certain age classes concentrated within a short period of seven years. Mature trees need to be harvested within a relatively short period of time before they grow beyond the optimal size for harvesting, transportation and marketing. This skewed maturity profile would result in uneven wood flow over time, causing fluctuations in revenue, profit and cashflows of the Group;
- (ii) holding forestry rights over land owned by third party forest landowners (the "**Cutting Rights**"), further details of which are set out below. The third party forest landowners cannot unilaterally terminate the Cutting Rights prior to the expiry of the term of the relevant agreements so long as the Group complies with the terms of the relevant agreements; and
- (iii) in addition, the Group owns four forest management companies in NZ, which in aggregate generated management fees of approximately HK\$5.3 million from its forest management services for the year ended 31 December 2024.

For information purposes only, for the year ended 31 December 2024, the Group generated revenue of:

- (i) approximately HK\$12.7 million from its Suriname operations;
- (ii) approximately HK\$33.9 million from its Waipoua Forestry Rights (defined hereafter); and
- (iii) approximately HK\$5.3 million from its forest management services.

Under the Group’s existing business model, the Group sources potential Cutting Rights from the market, assesses their suitability, and enters into negotiation and/or bids to secure those Cutting Rights that are aligned with the Company’s strategy at a reasonable price. Once acquired, the Group manages the Cutting Rights strategically across the lease period, which generally covers not less than one full cycle of the trees crops. This involves planning and building the necessary infrastructure such as access roads, preparing annual harvest plans, harvesting the trees and carrying out sales and marketing of logs. After each harvest, the Group continues to maintain the infrastructure, replant the trees, perform silviculture and other care for the next rotation. The aforesaid activities and responsibilities of the Group will remain the same under the future business model of the Group, as further set out under paragraph headed “Future business model of the Group following the Disposal” in this announcement.

The Sale Assets entered a regrowth phase from mid-2023 onward and would not have any trees mature enough for harvesting nor generating revenue until 2028. In the meantime, the Group continues to incur significant ongoing costs and record cash outflow for replanting, silviculture and maintenance (the “**Ongoing Costs**”). The Sale Assets did not generate any revenue for the Group for the year ended 31 December 2024 and will not generate revenue for the Group until 2028, with positive cash inflows projected from 2031 and peak harvesting levels by 2037. The Group’s revenue in near-term from the NZ division will primarily rely on Cutting Rights acquired to date. To this end, not only will the Disposal not lead to a reduction in the Group’s revenue, it will contribute towards the improvement in the overall financial performance of the Group in the near term as the Group will not incur the Ongoing Costs after the Completion and will benefit from the gain on disposal as further set out under the section headed “POSSIBLE FINANCIAL EFFECT OF THE DISPOSAL” in this announcement. Furthermore, pursuant to the Forest Management Agreement, if consummated, the Group expects to broaden its income base and generate additional revenue during the term of the Forest Management Agreement.

- *Existing Cutting Rights acquired by the Group*

Over the years, the Board has tried to balance the maturity profile of the Group’s plantation forest assets in NZ in order to provide a stable and predictable revenue stream. Since 2017, the Group has actively pursued opportunities to acquire Cutting Rights from third-party forest owners with a view to smoothing out the wood flow and transform into an asset-light business mode. Between 2017 and 2021, the Group successfully acquired certain Cutting Rights which had started to generate revenue from 2018 onward, partially bridging the anticipated shortfall in the harvest schedule.

As at the date of this announcement, the Group has been granted the Cutting Rights in respect of the Waipoua Forest (the “**Waipoua Forestry Rights**”) and the Meridian Forest (the “**Meridian Forestry Rights**”) in NZ. Details of the acquisitions are set forth in the Company’s announcements dated 18 October 2018 and 25 September 2017, respectively.

Such Cutting Rights include rights to establish, maintain and harvest trees on the forestry land covered by the Waipoua Forestry Rights with approximately 1,716 net productive hectares as at 30 June 2025, and the Meridian Forestry Rights with approximately 557 net productive hectares as at 30 June 2025. The appraised value of the standing timber on forestry land covered by the Waipoua Forestry Rights and the Meridian Forestry Rights was approximately NZ\$5.42 million (equivalent to approximately HK\$24.87 million) and NZ\$3.21 million (equivalent to approximately HK\$14.73 million), respectively, as at 30 June 2025.

The existing term of the Waipoua Forestry Rights would end in October 2045 (extension of another 25 years is currently under negotiation with the landowner), and the Meridian Forestry Rights would end in September 2050, which can be renewed for a further 25 years. In other words, the remaining term of the Waipoua Forestry Rights and the Meridian Forestry Rights are approximately 20 years and 25 years, respectively, from the date of this announcement.

- *Lifecycle and current stage of the existing Cutting Rights*

Since 2024, the Group's revenue has primarily relied on the Cutting Rights, particularly from the Waipoua Forestry Rights. The Waipoua Forestry Rights is currently expected to produce approximately 40,000 to 60,000 tonnes of annual harvest volume per year until 2031. This equates to harvesting approximately 120 to 150 hectares of productive area annually and contributes approximately US\$4.8 million (approximately HK\$37.4 million) per year. After 2031, the volume is expected to decline gradually to approximately 12,000 to 14,000 tonnes per year until 2040.

The Meridian Forestry Rights completed their first harvest in 2024 and are currently in its regeneration phase, with no harvestable volume expected until 2029, when the next tree crops will begin to mature. The harvest volume is expected to increase to approximately 40,000 tonnes annually between 2032 and 2033. The next significant harvest cycle is expected to commence from 2045 onwards, producing approximately 40,000 tonnes per year.

Reasons for and benefits of the Disposal

However, the Group's financial resources have been constrained by continued losses from its Suriname operations. This has limited the Group's ability to invest in additional short-term Cutting Rights since 2021.

In this connection, the Disposal offers a timely opportunity for the Group to realise the value of its long-term forest land and tree crop assets which are not expected to generate revenue in the near term, while the Consideration also represent a notable premium to the appraised value of the Sale Assets.

Furthermore, by liquidating these forest assets, the Group can adopt an asset-light business model by reinvesting part of the Net Proceeds from the Disposal to acquire Cutting Rights with near term maturity profiles, in order to lessen the periodic fluctuations in revenue and cashflow of the Group subject to the harvesting phases of the forestry assets held by the Group, rebalance the forestry portfolio and optimize return on capital.

The Board has also evaluated the option to retain the Sale Assets until their next harvest cycle in 2028. However, this would require reserving significant financial resources to cover the Ongoing Costs over the next four to eight years without any material revenue. The Board has concluded that given the Group's existing financial resources, this option is not commercially viable nor cost-efficient and would limit the Group's ability to rebalance its forestry portfolio.

In addition to reinvesting in forest Cutting Rights in NZ, the Board is also open to exploring other investment opportunities in different regions, with the objective of diversifying the Group's portfolio and expanding its revenue streams as and when suitable opportunities arise.

Future business model of the Group following the Disposal

Upon the completion of the Disposal, the Group will cease to hold any forestry land in NZ. Going forward, the Board expects the Group will further develop its asset-light business model, which is not uncommon in the market, where it would principally generate revenues from:

- (i) existing Cutting Rights as described above;
- (ii) new Cutting Rights to be acquired from third party forest landowners;
- (iii) forest management fees pursuant to the Forest Management Agreement and other possible forest management arrangements with third party forest landowners; and
- (iv) sales and trading of logs and timber products.

Furthermore, the Group has secured a Forest Management Agreement with the Purchaser to continue providing management services for the Sale Assets for a further three years (unless terminated earlier). This is expected to contribute an additional revenue of US\$0.15 million (approximately HK\$1.17 million) per year.

For information purpose, the Group's carrying value of its forestry assets (excluding the Sale Assets), including the Cutting Rights and other related non-current assets, amounted to approximately HK\$65.15 million as at 30 June 2025. When assessing the sustainability of its forestry business and operations, the carrying value of its forestry assets should be and therefore was evaluated alongside other factors, including but not limited to the harvestable area, level of wood productions per annum, the phase(s) in the lifecycle of the forestry assets in its portfolio as a whole as well as the business model of the forestry business.

Based on the above, the Board considers the Disposal to be the most commercially sensible option given the alternatives currently available to the Company. Accordingly, the Directors are of the view that the terms of the SPAs are fair and reasonable and the Disposal is in the interest of the Shareholders as a whole.

Use of proceeds

The Company expects to receive net proceeds of approximately NZ\$126.62 million (equivalent to approximately HK\$580.97 million) from the Disposal (the “**Net Proceeds**”), after deducting estimated transaction costs and professional expenses of approximately HK\$34.55 million.

The Company intends to use the Net Proceeds in the manners below:

- (i) approximately HK\$240.00 million, representing approximately 41.31% of the Net Proceeds will be used for acquiring additional Cutting Rights and conducting feasibility studies and assessments of other potential investment opportunities in different regions, with the aim of diversifying and enlarging the Group’s portfolio and revenue streams. Barring unforeseen circumstances and subject to the suitable Cutting Rights being available at a reasonable price and commercial terms, the Group expects to acquire these Cutting Rights in phases within 24 months from the Completion Date 1. The Company shall target Cutting Rights with (a) near maturity profiles from the Completion Date 1, and (b) harvest cycle(s) that are suited to smooth out the wood flow of the Group’s existing forestry assets in its portfolio. The amount required for such acquisition(s), feasibility studies and assessments are determined based on prevailing market price of the Cutting Rights over medium-sized harvestable area which are most commonly available in the market, in particular, in NZ. Such Cutting Rights would typically produce approximately 75,000 to 150,000 tonnes of logs per year and/or are best suited to smooth out the wood flow of the Group’s existing forestry assets in its portfolio, particularly during the period between 2034 and 2044, when the harvestable volume from the existing Cutting Rights is expected to decrease significantly while awaiting the next harvest cycle to mature. The Board is of the view that such allocation is reasonably achievable given the Group’s current scale of operations and resources so as to maintain a smooth and sizable wood flow in the short to medium term. The Board expects the additional Cutting Rights of approximately 75,000 to 150,000 tonnes of logs per year would contribute approximately additional US\$6 million to US\$12 million (equivalent to approximately HK\$46.8 million to HK\$93.6 million) in annual revenue to the Group. While the Group will focus on Cutting Rights primarily in NZ, it remains open to investment opportunities in other regions, particularly in the Asia Pacific region. Part of the allocated amount will be used for feasibility studies, and additional resources may be committed if attractive investments are identified at reasonable valuations. As at the date of this announcement, the Company has a concrete plan of actions as set out above, but the Company has not yet secured nor entered into a definitive agreement for an acquisition target;

- (ii) approximately HK\$264.68 million, representing approximately 45.56% of the Net Proceeds will be used to repay the obligations arising from (a) the interest-bearing revolving facilities which are due from the Group to financial institution(s) within the next 12 months, and (b) the interest-bearing term loan facilities which are due from the Group to non-financial institution(s) within the next 12 to 24 months;
- (iii) approximately HK\$48.47 million, representing approximately 8.34% of the Net Proceeds will be used as general working capital covering, among other things, (a) general administrative and operating expenses in relation to the management and operations of the Group's forestry assets, (b) the Group's NZ operations, including general working capital for daily operating expenses, (c) the Group's compliance, regulatory and administrative costs necessary to maintain the Company's status as a listed entity, and (d) meeting obligations incurred by the Group in its ordinary course of business as and when they fall due; and
- (iv) approximately HK\$27.82 million, representing approximately 4.79% of the Net Proceeds will be reserved for distribution of the Special Dividend of HK\$0.01 per Share to the Shareholders, based on the number of outstanding Shares as at the date of this announcement.

PROPOSED DECLARATION OF SPECIAL DIVIDEND

Subject to the approval of the Shareholders at the SGM and Completion, the Board intends to declare a Special Dividend of HK\$0.01 per Share to the Shareholders whose names appear on the register of members of the Company on a record date to be determined.

As at the date of this announcement, the total number of issued Shares (assuming no issue of new Shares or repurchase of Shares on or before the record date of the Special Dividend) of the Company is 2,782,486,584. The total amount of the Special Dividend, if paid out, will be approximately HK\$27.82 million. Further announcement(s) regarding book close dates, record date and payment date of the Special Dividend will be made as and when appropriate.

IMPLICATIONS UNDER THE LISTING RULES

In relation to the transaction contemplated under the SPA 1, as the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the transaction contemplated under the SPA 1 exceeds 75%, the transaction contemplated thereunder on a stand-alone basis will constitute a very substantial disposal of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

In relation to the transaction contemplated under the SPA 2, as none of the applicable percentage ratio(s) (as defined in Rule 14.07 of the Listing Rules) in respect of the transaction contemplated under the SPA 2 exceeds 5%, the transaction contemplated thereunder on a stand-alone basis does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

However, pursuant to Rule 14.22 of the Listing Rules, a series of transactions will be aggregated and treated as if they were one transaction if they were all completed within a 12-month period or are otherwise related. As the SPA 1 and the SPA 2 were entered into between the Vendors, which are the indirect wholly-owned subsidiaries of the Company, the Purchaser and the Company at the same time and are of similar nature, the Disposal contemplated under the SPA 1 and the SPA 2 shall be aggregated for the purpose of calculating the relevant percentage ratios pursuant to Rule 14.22 of the Listing Rules.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Disposal exceeds 75%, the Disposal will constitute a very substantial disposal of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder or its/his/her associate(s) has any material interest in the Disposal as contemplated under the SPAs and the proposed declaration of the Special Dividend. Therefore, none of the Shareholders and their associates is required to abstain from voting in the SGM to be convened by the Company for the approval of the SPAs and the transactions contemplated thereunder and the proposed declaration of the Special Dividend.

GENERAL

A SGM will be convened for the purpose of considering and, if thought fit, approving, among other things, (i) the SPAs and the transactions contemplated thereunder, and (ii) the proposed declaration of the Special Dividend. A circular containing, among other things, (i) further details of the SPAs and the transactions contemplated thereunder, (ii) the proposed declaration of the Special Dividend, (iii) financial information on the Sale Assets, (iv) pro forma financial information relating to the Disposal, (v) a valuation report of the Sale Assets as prepared by the Valuers, and (vi) a notice of the SGM and other information as required under the Listing Rules, will be despatched to the Shareholders on or before 2 October 2025.

Completion of the SPAs is conditional upon the fulfilment and/or waiver (if applicable) of the Conditions set out in the SPAs. Accordingly, the Disposal may or may not proceed to Completion and the Special Dividend may or may not be declared. Shareholders and potential investors are therefore advised to exercise caution when dealing in the Shares.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares was halted with effect from 9:00 a.m. on Monday, 1 September 2025, pending the release of this announcement. Application has been made to the Stock Exchange for the resumption of trading in the Shares with effect from 9:00 a.m. on 11 September 2025.

DEFINITIONS

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

“associate(s)”	has the meaning given to it under the Listing Rules
“Balance SPA 1 Consideration”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Balance SPA 2 Consideration”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Board”	the board of Directors
“Business Day(s)”	a day (other than a Saturday, a Sunday and a public holiday) on which licensed banks in Hong Kong and/or NZ are open to general public for business
“Company”	Greenheart Group Limited, a company incorporated in Bermuda with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange
“Completion”	completion of the sale and purchase of the Sale Assets 1, the Sale Assets 2 and the Sale Assets 3 under the SPA 1 and the SPA 2, respectively
“Completion Date 1”	the date of Completion, being the date falling on the 20th Working Day from the date the SPA 1 becomes unconditional, or such other date agreed by the parties
“Completion Date 2”	the date of Completion, being the date falling on the 20th Working Day from the date the SPA 2 becomes unconditional, or such other date as the Māori Land Court directs when making the Māori Court Confirmation
“Conditions”	collectively, the SPA 1 Conditions and the SPA 2 Conditions

“Consideration”	the total consideration for the Sale Assets of NZ\$134.15 million (equivalent to approximately HK\$615.52 million) comprising NZ\$133.47 million (equivalent to approximately HK\$612.40 million) for the Sale Assets 1 and the Sale Assets 2; and NZ\$0.68 million (equivalent to approximately HK\$3.12 million) for the Sale Assets 3
“Cutting Rights”	has the meaning given to it in the section headed “Reasons for and benefits of the Disposal and use of proceeds” in this announcement
“Deposit 1”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Deposit 2”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Director(s)”	the director(s) of the Company
“Disposal”	the proposed disposal of the Sale Assets by the Vendors to the Purchaser pursuant to the terms and conditions of the SPAs
“Financial Adviser”	Red Sun Capital Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of Laws of Hong Kong), being the financial adviser to the Company in relation to the Disposal
“Forest Management Agreement”	the agreement pursuant to which the Forest Manager will provide the Forest Management Services to the Principal, details of which are set out in the section headed “Forest Management Agreement” in this announcement
“Forest Management Services”	has the meaning given to it in the section headed “Forest Management Agreement” in this announcement
“Forest Manager”	Northland Forest Managers (1995) Limited, an indirect wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	a third party(ies) independent of, and not connected with, the Company and its connected persons which has the meaning given to it under the Listing Rules
“Land Information New Zealand”	the NZ government agency for property and location information, crown property and managing overseas investment
“Listco Consent Condition”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	5:00 p.m. on 28 November 2025, or, if the OIO Consent Date is extended by a written notice from the Purchaser for an extension of time for fulfilment of the OIO Consent Condition by 40 Working Days, where the Purchaser (i) has not procured the satisfaction of the OIO Consent Condition by the OIO Consent Date, (ii) acting reasonably, believes that there is a reasonable likelihood of the OIO consent being granted within the extended period, and the OIO has not indicated that it proposes to reject the Purchaser’s application, (iii) has provided the Vendors with information about the current status of the OIO consent application, the major outstanding issues, and expected timing, and (iv) used all reasonable endeavours to procure the satisfaction of the OIO Consent Condition, the Long Stop Date shall be extended by 80 Working Days or as the parties may otherwise agree
“Māori Court Confirmation”	all required confirmations from the Māori Land Court
“Māori Land”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Māori Land Court”	the Māori Land Court of NZ under TTWMA

“Meridian Forestry Rights”	has the meaning given to it in the section headed “Reasons for and benefits of the Disposal and use of proceeds” in this announcement
“Net Proceeds”	has the meaning given to it in the section headed “Use of proceeds” in this announcement
“NZ”	New Zealand
“NZ\$”	NZ dollar(s), the lawful currency of NZ
“OIO”	Overseas Investment Office of NZ
“OIO Consent Condition”	has the meaning given to it in the section headed “SPA 1 Conditions precedent to Completion” and as the case may be, the section headed “SPA 2 Conditions precedent to Completion” in this announcement
“OIO Consent Date”	5:00 p.m. on the date that is 55 Working Days (as defined under the Overseas Investment Act 2005 of NZ) following the date the Vendors provide the relevant vendor information form (to the satisfaction of the Purchaser) within 10 Working Days of the date of the relevant SPAs (subject to any extension in accordance with the terms of the SPAs)
“Ongoing Costs”	has the meaning given to it in the section headed “Reasons for and benefits of the Disposal and use of proceeds” in this announcement
“Principal”	has the meaning given to it in the section headed “Forest Management Agreement” in this announcement
“Property”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Purchaser”	Ingka Investments Forest Assets NZ Limited, an Independent Third Party
“Sale Assets”	collectively, the Sale Assets 1, the Sale Assets 2 and the Sale Assets 3
“Sale Assets 1”	has the meaning given to it in the section headed “The SPAs” in this announcement

“Sale Assets 2”	has the meaning given to it in the section headed “The SPAs” in this announcement
“Sale Assets 3”	has the meaning given to it in the section headed “The SPAs” in this announcement
“SGM”	a special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving, among other things, the SPAs and the transaction contemplated thereunder, and the payment of the Special Dividend
“Share(s)”	ordinary share(s) with par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of ordinary Share(s) of the Company
“Shareholders’ Approval”	has the meaning given to it in the section headed “The SPAs” in this announcement
“SPA 1”	the agreement for sale and purchase of real estate dated 29 August 2025 entered into among the Vendor 1, the Vendor 2, the Purchaser and the Company in relation to the Disposal involving the Sale Assets 1 and the Sale Assets 2
“SPA 1 Conditions”	the conditions precedent set out in the section headed “The SPA 1 Conditions precedent to Completion” in this announcement
“SPA 2”	the agreement for sale and purchase of real estate dated 29 August 2025 entered into among the Vendor 3, the Purchaser and the Company in relation to the Disposal of the Sale Assets 3
“SPA 2 Conditions”	the conditions precedent set out in the section headed “The SPA 2 Conditions precedent to Completion” in this announcement
“SPA Consideration 1”	has the meaning given to it in the section headed “The SPAs” in this announcement
“SPA Consideration 2”	has the meaning given to it in the section headed “The SPAs” in this announcement
“SPAs”	collectively, SPA 1 and SPA 2

“Special Dividend”	the special cash dividend of HK\$0.01 per Share to be declared and paid by the Company to the Shareholders subject to the passing of an ordinary resolution by the Shareholders at the SGM and Completion
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Trees”	has the meaning given to it in the section headed “The SPAs” in this announcement
“TTWMA”	Te Ture Whenua Māori Act 1993 of NZ
“US\$”	United States dollar(s), the lawful currency of the United States of America
“Valuation Report”	the valuation report on the Sale Assets dated 11 August 2025 which was prepared by the Indufor Asia Pacific Limited in accordance with the International Valuation Standards issued by the International Valuation Standards Council
“Valuers”	Indufor Asia Pacific Limited, an independent valuer responsible for appraising the value of the tree crops; and CBRE Limited, an independent valuer responsible for appraising the value of the forest land
“Vendor 1”	Greenheart Mangakahia Forest Land Limited, an indirect wholly-owned subsidiary of the Company
“Vendor 2”	Greenheart Papakorakora Forest NZ Limited, an indirect wholly-owned subsidiary of the Company
“Vendor 3”	Greenheart Mangakahia Forest Māori Land Limited, an indirect wholly-owned subsidiary of the Company
“Vendors”	collectively, the Vendor 1, the Vendor 2 and the Vendor 3
“Waipoua Forestry Rights”	has the meaning given to it in the section headed “Reasons for and benefits of the Disposal and use of proceeds” in this announcement
“Working Day(s)”	has the meaning given to it under the Overseas Investment Act 2005 of NZ
“%”	per cent

Unless otherwise specified in this announcement, the exchange rate of NZ\$1.00 = HK\$4.5883 has been adopted for translating NZ\$ into HK\$ in this announcement. The translation does not constitute any representation that any amount has been, could have been or may be exchanged at that rate or at any other rate.

By Order of the Board
Greenheart Group Limited
Ding Wai Chuen
Executive Director and Chief Executive Officer

Hong Kong, 10 September 2025

As at the date hereof, the Board comprises one executive Director, namely Mr. Ding Wai Chuen, four non-executive Directors, namely Messrs. Cheng Chi-Him, Conrad, Kenneth Lau, Lie Ken Jie Remy Anthony Ket Heng and Ms. Suen Chung Yan, Julia and three independent non-executive Directors, namely Messrs. Wong Man Chung, Francis, Cheung Pak To, Patrick and To Chun Wai.