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GBA HOLDINGS LIMITED
GBA集團有限公司
(Incorporated in Bermuda with limited liability)
(Stock Code: 00261)

CONNECTED TRANSACTION
EXTENSION OF FINANCIAL ASSISTANCE
AND
DISCLOSABLE TRANSACTIONS
EXTENSION OF FINANCIAL ASSISTANCE

CONNECTED TRANSACTION BACKGROUND

Reference is made to the announcement of the Company dated 29 December 2023 and 10 October 2024 in relation to the CT Loan Agreement (as amended and supplemented by the First and Second CT Supplemental Agreements) entered into between the CCT Land Finance Limited (the "**Lender**"), an indirect wholly-owned subsidiary of the Company, and the Borrower CT.

On 11 October 2022, the Lender and the Borrower CT entered into the CT Loan Agreement, pursuant to which the Lender agreed to grant the CT Loan to the Borrower CT in the principal amount of HK$4,500,000 for a term of one (1) year at an interest rate of 8% per annum.

On 29 December 2023, the Lender and the Borrower CT entered into the First CT Supplemental Agreement to extend the Original Maturity Date and amend and supplement certain terms of the CT Loan Agreement. Pursuant to the First Supplemental Agreement, the Borrower CT shall repay the CT Loan (together with all the accrued interest) in full on or before the Extended Maturity Date, being 10 October 2024.

On 11 October 2024, the Lender and the Borrower CT entered into the Second CT Supplemental Agreement to extend the Maturity Date and amend and supplement certain terms of the CT Loan Agreement. Pursuant to the Second CT Supplemental Agreement, the Borrower CT shall repay the CT Loan (together with all accrued interest) in full on or before the further Extended Maturity Date, being 10 October 2025.

At the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$90,739.73 (inclusive of the interest accrued during the period from the Extended Maturity Date and up to the date of the Second CT Supplemental Agreement) remained outstanding.

EXTENSION OF FINANCIAL ASSISTANCE

(i) According to the CT Loan Agreement, the Borrower CT shall repay the CT Loan (together with all the accrued interest) in full on or before the Original Maturity Date, being 10 October 2025. On 16 February 2026 (after trading hours), the Lender, an indirect wholly-owned subsidiary of the Company, and the Borrower CT entered into the Third CT Supplemental Agreement to further Extend the Maturity Date and amend and supplement certain terms of the CT Loan Agreement. Save as amended by the Third CT Supplemental Agreement, all the material terms and conditions of the CT Loan Agreement (as amended and supplemented by the First and Second CT Supplemental Agreements) shall remain in full force and effect. As at the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$90,739.73 remained outstanding.

(ii) According to the Loan Agreement 1, the Borrower 1 shall repay the Loan 1 (together with all the accrued interest) in full on or before the Original Maturity Date, being 8 October 2023. On 16 February 2026 (after trading hours), the Lender, an indirect wholly-owned subsidiary of the Company, and the Borrower 1 entered into the Loan 1 Supplemental Agreement to Extend the Maturity Date and amend and supplement certain terms of the Loan Agreement 1. Save as amended by the Loan 1 Supplemental Agreement, all the material terms and conditions of the Loan Agreement 1 (as amended and supplemented by the Loan 1 Supplemental Agreement) shall remain in full force and effect. As at the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$90,739.73 remained outstanding.

(iii) According to the Loan Agreement 2, the Borrower 2 shall repay the Loan 2 (together with all the accrued interest) in full on or before the Original Maturity Date, being 8 October 2023. On 16 February 2026 (after trading hours), the Lender, an indirect wholly-owned subsidiary of the Company, and the Borrower 2 entered into the Loan 2 Supplemental Agreement to Extend the Maturity Date and amend and supplement certain terms of the Loan Agreement 2. Save as amended by the Loan 2 Supplemental Agreement, all the material terms and conditions of the Loan Agreement 2 (as amended and supplemented by the Loan 2 Supplemental Agreement) shall remain in full force and effect. As at the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$60,493.15 remained outstanding.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Borrower CT is a company wholly-owned by Ms. Wong, an executive Director. The Borrower CT is therefore a connected person of the Company. As such, the Third CT Supplemental Agreement and the transactions contemplated thereunder constitute a connected transaction for the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the Third CT Supplemental Agreement exceeds 0.1% but all are less than 5%, the transactions contemplated under the Third CT Supplemental Agreement are subject to the reporting and announcement requirements but are exempt from the circular and shareholders' approval requirements pursuant to Rule 14A.76(2) of the Listing Rules.

As an applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Loan 1 and Loan 2 granted to the Borrowers exceeds 5% but is less than 25%, the grant of the Loan 1 and Loan 2 constitutes a disclosable transaction for the Company and is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

EXTENSION OF FINANCIAL ASSISTANCE

CONNECTED TRANSACTION THIRD CT SUPPLEMENTAL AGREEMENT

The Board hereby announces that on 16 February 2026 (after trading hours), the Lender and the Borrower CT entered into the Third CT Supplemental Agreement to Extend the Maturity Date to the Third CT Extended Maturity Date (15 February 2027).

As at the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$90,739.73 (the "**Outstanding Interest**") remained outstanding.

The principal terms of the CT Loan Agreement (as amended and supplemented by the First, Second and Third CT Supplemental Agreement) are set out below:

Date of Third CT Supplemental Agreement: 16 February 2026

Parties:	(1) the Lender; and
	(2) the Borrower CT
Principal amount:	HK$4,500,000 advanced by the Lender to the Borrower CT under the CT Loan Agreement

Interest rate:	8% per annum The Borrower CT shall pay the interest (including the Outstanding Interests) on or before the Third CT Extended Maturity Date
Drawdown date:	the date on which the Loan was drawn down in full, being 12 October 2022
Maturity date:	15 February 2027
Repayment:	Subject to the terms of the Third CT Supplemental Agreement, the Borrower CT shall repay the CT Loan together with all interest accrued thereon and all other sums (if any) due to the Lender under the Third CT Supplemental Agreement in full on the Third CT Extended Maturity Date
Security:	The CT Loan is unsecured
Conditions precedent:	The effectiveness of the Third CT Supplemental Agreement is subject to the satisfaction of the following conditions: (1) the Lender having received a certified copy of the resolutions of the Board of Directors of the Borrower CT authorising the execution and delivery of the Third CT Supplemental Agreement and authorising a person or persons to sign the Third CT Supplemental Agreement on its behalf, which shall be in form and substance satisfactory to the Lender; (2) all necessary approvals, consents, authorisations and licences in relation to the transactions contemplated under the Third CT Supplemental Agreement shall have been obtained; (3) all representations and warranties made by the Borrower CT in the CT Loan Agreement, the First, Second and Third CT Supplemental Agreement or in connection therewith shall be true and correct with the same effect as if made on and as of Drawdown Date with reference to the facts and circumstances then existing; (4) no event of default shall have occurred or potential event of default shall have occurred (or would be likely to occur as a result of the Loan being made); and

(5) the Lender shall have received such other documents, evidence and financial and other information relating to any of the matters contemplated under the CT Loan Agreement, the First, Second and Third CT Supplemental Agreement as the Lender may require.

Events of default: The Third CT Supplemental Agreement contains certain customary events of default, including but not limited to default in the payment of principal amount of the CT Loan or interest when such payments become due; breaches of representations, undertakings and/or covenants or insolvency. Upon the occurrence of an event of default and at any time thereafter, the Lender may by notice in writing to the Borrower CT declare the CT Loan, all outstanding interest accrued thereon and all other monies payable under the Third CT Supplemental Agreement whereupon such amounts shall be forthwith due and payable.

Save as amended and supplemented by the Third CT Supplemental Agreement, all the material terms and conditions of the CT Loan Agreement (as amended and supplemented by the First and Second CT Supplemental Agreement) shall remain in full force and effect.

The CT Loan granted under the CT Loan Agreement was funded by internal resources of the Group.

LOAN 1 SUPPLEMENTAL AGREEMENT

The Board hereby announces that on 16 February 2026 (after trading hours), the Lender and the Borrower 1 entered into the Loan 1 Supplemental Agreement to extend the Maturity Date to the Extended Maturity Date (15 February 2027).

As at the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$90,739.73 (the "**Outstanding Interest**") remained outstanding.

The principal terms of the Loan Agreement 1 (as amended and supplemented by the Loan 1 Supplemental Agreement) are set out below:

Date of Supplemental Agreement: 16 February 2026

Parties: (1) the Lender; and

(2) the Borrower 1

Principal amount: HK$4,500,000 advanced by the Lender to the Borrower 1 under the Loan Agreement 1

Interest rate:	8% per annum The Borrower 1 shall pay the interest (including the Outstanding Interests) on or before the Extended Maturity Date
Drawdown date:	the date on which the Loan was drawn down in full, being 12 October 2022
Maturity date:	15 February 2027
Repayment:	Subject to the terms of the Loan 1 Supplemental Agreement, the Borrower 1 shall repay the Loan 1 together with all interest accrued thereon and all other sums (if any) due to the Lender under the Loan 1 Supplemental Agreement in full on the Extended Maturity Date
Security:	The Loan 1 is unsecured
Conditions precedent:	The effectiveness of the Loan 1 Supplemental Agreement is subject to the satisfaction of the following conditions: (1) the Lender having received a certified copy of the resolutions of the Board of Directors of the Borrower 1 authorising the execution and delivery of the Loan 1 Supplemental Agreement and authorising a person or persons to sign the Loan 1 Supplemental Agreement on its behalf, which shall be in form and substance satisfactory to the Lender; (2) all necessary approvals, consents, authorisations and licences in relation to the transactions contemplated under the Loan 1 Supplemental Agreement shall have been obtained; (3) all representations and warranties made by the Borrower 1 in the Loan Agreement 1, the Loan 1 Supplemental Agreement or in connection therewith shall be true and correct with the same effect as if made on and as of Drawdown Date with reference to the facts and circumstances then existing; (4) no event of default shall have occurred or potential event of default shall have occurred (or would be likely to occur as a result of the Loan being made); and

(5) the Lender shall have received such other documents, evidence and financial and other information relating to any of the matters contemplated under the Loan Agreement 1, the Loan 1 Supplemental Agreement as the Lender may require.

Events of default: The Loan 1 Supplemental Agreement contains certain customary events of default, including but not limited to default in the payment of principal amount of the Loan 1 or interest when such payments become due; breaches of representations, undertakings and/or covenants or insolvency. Upon the occurrence of an event of default and at any time thereafter, the Lender may by notice in writing to the Borrower 1 declare the Loan 1, all outstanding interest accrued thereon and all other monies payable under the Loan 1 Supplemental Agreement whereupon such amounts shall be forthwith due and payable.

Save as amended and supplemented by the Loan 1 Supplemental Agreement, all the material terms and conditions of the Loan Agreement 1 (as amended and supplemented by the Loan 1 Supplemental Agreement) shall remain in full force and effect.

The Loan 1 granted under the Loan Agreement 1 was funded by internal resources of the Group.

LOAN 2 SUPPLEMENTAL AGREEMENT

The Board hereby announces that on 16 February 2026 (after trading hours), the Lender and the Borrower 2 entered into the Loan 2 Supplemental Agreement to extend the Maturity Date to the Extended Maturity Date (15 February 2027).

As at the date of this announcement, the principal amount of HK$4,500,000 and accrued interest of HK$60,493.15 (the "**Outstanding Interest**") remained outstanding.

The principal terms of the Loan Agreement 2 (as amended and supplemented by the Loan 2 Supplemental Agreement) are set out below:

Date of Supplemental Agreement: 16 February 2026

Parties: (1) the Lender; and

(2) the Borrower 2

Principal amount: HK$4,500,000 advanced by the Lender to the Borrower 2 under the Loan Agreement 2

Interest rate:	8% per annum The Borrower 2 shall pay the interest (including the Outstanding Interests) on or before the Extended Maturity Date
Drawdown date:	the date on which the Loan was drawn down in full, being 12 October 2022
Maturity date:	15 February 2027
Repayment:	Subject to the terms of the Loan 2 Supplemental Agreement, the Borrower 2 shall repay the Loan 2 together with all interest accrued thereon and all other sums (if any) due to the Lender under the Loan 2 Supplemental Agreement in full on the Extended Maturity Date
Security:	The Loan 2 is unsecured
Conditions precedent:	The effectiveness of the Supplemental Agreement is subject to the satisfaction of the following conditions: (1) the Lender having received a certified copy of the resolutions of the Board of Directors of the Borrower 2 authorising the execution and delivery of the Loan 2 Supplemental Agreement and authorising a person or persons to sign the Loan 2 Supplemental Agreement on its behalf, which shall be in form and substance satisfactory to the Lender; (2) all necessary approvals, consents, authorisations and licences in relation to the transactions contemplated under the Loan 2 Supplemental Agreement shall have been obtained; (3) all representations and warranties made by the Borrower 2 in the Loan Agreement 2, the Loan 2 Supplemental Agreement or in connection therewith shall be true and correct with the same effect as if made on and as of Drawdown Date with reference to the facts and circumstances then existing; (4) no event of default shall have occurred or potential event of default shall have occurred (or would be likely to occur as a result of the Loan being made); and

(5) the Lender shall have received such other documents, evidence and financial and other information relating to any of the matters contemplated under the Loan Agreement 2, the Loan 2 Supplemental Agreement as the Lender may require.

Events of default: The Loan 2 Supplemental Agreement contains certain customary events of default, including but not limited to default in the payment of principal amount of the Loan 2 or interest when such payments become due; breaches of representations, undertakings and/or covenants or insolvency. Upon the occurrence of an event of default and at any time thereafter, the Lender may by notice in writing to the Borrower 2 declare the Loan 2, all outstanding interest accrued thereon and all other monies payable under the Loan 2 Supplemental Agreement whereupon such amounts shall be forthwith due and payable.

Save as amended and supplemented by the Loan 2 Supplemental Agreement, all the material terms and conditions of the Loan Agreement 2 (as amended and supplemented by the Loan 2 Supplemental Agreement) shall remain in full force and effect.

The Loan 2 granted under the Loan Agreement 2 was funded by internal resources of the Group.

REASONS FOR AND BENEFITS OF THE THIRD CT SUPPLEMENTAL AGREEMENT WITH CONNECTED PERSON FINANCIAL ASSISTANCE

The Lender, an indirect wholly-owned subsidiary of the Company, is a registered money lender holding a valid money lenders licence under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and is principally engaged in the business of money lending services. Therefore, the Third CT Supplemental Agreement is made in the ordinary and usual course of business of the Group.

The terms of the Third CT Supplemental Agreement, including the interest rate, were negotiated on an arm's length basis between the Lender and the Borrower CT with regard to the prevailing interest rates and practices. Having considered factors including the extended term of the Loan CT and the interest rate offered by certain commercial banks in respect of short-term loans, the interest rate under the Third CT Supplemental Agreement remains attractive to generate a steady stream of interest income to the Group, which will increase its revenue and improve the financial performance of the Group. The Directors believe that the Third CT Supplemental Agreement would be beneficial to the Group as a whole.

In view of the above and taking into account (i) the results of due diligence on the connected transaction financial background and repayment ability and repayment history of the Borrower CT, (ii) the interest income expected to be generated from the CT Loan and (iii) the fact that the Third Supplemental Agreement did not involve any additional cash outflow of the Group beyond the CT Loan provided to the Borrower CT under the CT Loan Agreement, the Directors (including the independent non-executive Directors) consider that the terms of the Third Supplemental Agreement are fair and reasonable, are entered into on normal commercial terms and in the ordinary and usual course of business of the Group, and are in the interests of the Company and its Shareholders as a whole.

The Borrower CT is a company wholly-owned by Ms. Wong, an executive Director. Ms. Wong has a material interest in the transactions contemplated under the Third Supplemental Agreement and is required to abstain from voting on the resolutions of the Board to approve the Third Supplemental Agreement and the transactions contemplated thereunder.

Save for Ms. Wong, none of the Directors have any material interest in the transactions and therefore none of them is required to abstain from voting on the resolutions of the Board for considering and approving the Third Supplemental Agreement and the transactions contemplated thereunder.

REASONS FOR AND BENEFITS OF THE LOAN 1 FINANCIAL ASSISTANCE

The terms of the Loan 1 Supplemental Agreement, including the interest rate, were negotiated on an arm's length basis between the parties with regard to the prevailing interest rates and practices. Having considered factors including the extended term of the Loan 1 and the interest rate offered by certain commercial banks in respect of short-term loans, the interest rate under the Loan 1 Supplemental Agreement remains attractive to generate a steady stream of interest income to the Group, which will increase its revenue and improve the financial performance of the Group. The Directors believe that the Loan 1 Supplemental Agreement is beneficial to the Group as a whole.

REASONS FOR AND BENEFITS OF THE LOAN 2 FINANCIAL ASSISTANCE

The terms of the Loan 2 Supplemental Agreement, including the interest rate, were negotiated on an arm's length basis between the parties with regard to the prevailing interest rates and practices. Having considered factors including the extended term of the Loan 2 and the interest rate offered by certain commercial banks in respect of short-term loans, the interest rate under the Loan 2 Supplemental Agreement remains attractive to generate a steady stream of interest income to the Group, which will increase its revenue and improve the financial performance of the Group. The Directors believe that the Loan 2 Supplemental Agreement is beneficial to the Group as a whole.

INFORMATION OF THE BORROWER

The Borrower CT is a company incorporated in Hong Kong with limited liability. The Borrower CT is an investment and advertising company.

As at the date of this announcement, Ms. Wong is the sole ultimate beneficial owner of the Borrower CT. Ms. Wong was appointed an executive Director of the Company on 31 August 2023.

The Borrower 1 is a company incorporated in Hong Kong with limited liability.

The Borrower 2 is a company incorporated in Hong Kong with limited liability.

INFORMATION OF THE COMPANY, THE GROUP AND THE LENDER

The Company is an investment holding company and the Group is principally engaged in property development and investment in mainland China and finance business and automobile business in Hong Kong.

The Lender is an indirect wholly-owned subsidiary of the Company. It is a registered money lender holding a valid money lenders licence under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and is principally engaged in the business of money lending services.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Borrower CT is a company wholly-owned by Ms. Wong, an executive Director. The Borrower CT is therefore a connected person of the Company. As such, the Third CT Supplemental Agreement and the transactions contemplated thereunder constitute a connected transaction for the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the Third CT Supplemental Agreement exceeds 0.1% but all are less than 5%, the transactions contemplated under the Third CT Supplemental Agreement are subject to the reporting and announcement requirements but are exempt from the circular and shareholders' approval requirements pursuant to Rule 14A.76(2) of the Listing Rules.

As an applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Loan 1 and Loan 2 granted to the Borrowers exceeds 5% but is less than 25%, the grant of the Loan 1 and Loan 2 constitutes a disclosable transaction for the Company and is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

The following words and phrases used in this announcement shall have the following meanings, unless the context otherwise requires:

"Board"	the board of Directors
"Borrower 1"	Cheer Wise Investments Limited, a company incorporated in Hong Kong with limited liability
"Borrower 2"	First Glory International Limited, a company incorporated in Hong Kong with limited liability
"Borrower CT"	OwOh Concept Limited, a company incorporated in Hong Kong with limited liability
"Company"	GBA Holdings Limited, a company incorporated in Bermuda with limited liability, the Shares are listed on the Main Board of the Stock Exchange
"connected person(s)"	has the same meaning as ascribed thereto under the Listing Rules
"CT Loan"	The loan in the principal amount of HK$4,500,000 granted by the Lender to the Borrower CT under the CT Loan Agreement
"CT Loan Agreement"	The CT loan agreement dated 11 October 2022 entered into between the Lender and the Borrower CT in respect of the provision of the CT Loan by the Lender to the Borrower CT
"Director(s)"	Director(s) of the Company
"First CT Supplemental Agreement"	the supplemental agreement dated 29 December 2023 and entered into between the Lender as lender and the Borrower CT as borrower in relation to, among others, the extension of the repayment date of the CT Loan
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	The Hong Kong Special Administrative Region of the PRC

"Lender"	CCT Land Finance Limited, a company incorporated in Hong Kong with limited liability, and an indirect wholly-owned subsidiary of the Company
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Loan 1"	the Loan 1 is the principal amount of HK$4,500,000 granted by the Lender to the Borrower 1 under the Loan Agreement 1
"Loan 2"	the Loan 2 is the principal amount of HK$4,500,000 granted by the Lender to the Borrower 2 under the Loan Agreement 2
"Loan Agreement 1"	the loan agreement 1 dated 8 October 2022 entered into between the Lender and the Borrower 1 in respect of the provision of the Loan 1 by the Lender to the Borrower 1
"Loan Agreement 2"	the loan agreement 2 dated 8 October 2022 entered into between the Lender and the Borrower 2 in respect of the provision of the Loan 2 by the Lender to the Borrower 2
"Ms. Wong"	Ms. Wong Misa, the sole ultimate beneficial owner of the Borrower CT and the executive Director appointed on 31 August 2023
"Second CT Supplemental Agreement"	the supplemental agreement dated 10 October 2024 and entered into between the Lender as lender and the Borrower CT as borrower in relation to, among others, the extension of the repayment date of the CT Loan
"Share(s)"	Ordinary share(s) of HK$0.04 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the issued Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"substantial shareholder"	has the same meaning as ascribed thereto under the Listing Rules
"Third CT Extended Maturity Date"	the third CT extended maturity date of the CT Loan under the Third CT Supplemental Agreement, being 15 February 2027

"Third CT Supplemental Agreement"	the supplemental agreement dated 16 February 2026 entered into between the Lender and the Borrower CT
"%"	per cent

By order of the Board
GBA Holdings Limited
Ong Chor Wei
Chairman

Hong Kong, 16 February 2026

As at the date of this announcement, the executive Directors are Mr. Ong Chor Wei, Ms. Wong Misa and Ms. Lam Ka Lee; and the independent non-executive Directors are Ms. Chan Sheung Yu, Ms. Wu Wai Shan and Mr. Leung Gar-Gene Vincent.