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.

EDA GROUP HOLDINGS LIMITED
EDA集團控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2505)

MAJOR TRANSACTION
IN RELATION TO THE LEASE AGREEMENT

On 6 March 2026 (U.S. time), the Tenant, a wholly owned subsidiary of the Company, EDA International Inc. and the Company (as the lease guarantors) entered into the Lease Agreement with the Landlord in relation to the tenancy of the Premises located in Palmyra, New Jersey, the U.S.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the value of the right-of-use assets in connection with the tenancy of the Premises under the Lease Agreement exceed 25% but all are less than 100%, the transaction contemplated thereunder constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

The Company has obtained a written approval from its closely allied group of Shareholders together holding more than 50% of the voting rights as at the date of this announcement, on the lease transaction under the Lease Agreement and the transaction contemplated thereunder in lieu of holding a general meeting of the Company.

The Board announces the execution of the Lease Agreement with the following particulars:

LEASE AGREEMENT

Date:	6 March 2026 (U.S. time)
Landlord:	SANSONE URBAN RENEWAL ENTITY I, LLC
Tenant:	EDA Cloud International, Inc.
Premises:	Approximately 457,159 square feet of space located at 203 Route 73 S, Palmyra, New Jersey, the United States.
Usage:	Warehouse storage and distribution uses, together with office uses and such other uses ancillary to the foregoing uses
Lease term:	One hundred and thirty (130) full months from the Commencement Date, or such earlier termination as provided in the Lease Agreement
Rent:	The rent payable shall consist of the base rent and the additional rent. For the first twelve (12) months, the base rent is calculated at US$0.96 per square foot per month, and the base rent will increase by an average annual rate of approximately 3.5% thereafter. The basic rent shall be conditionally abated during the lease months 10, 11, 12, 23, 24, 25, 26, 128, 129 and 130, which is subject to the Tenant's full and timely performance of all of its obligations under the Lease Agreement. The aggregate amount of the base rent covering the whole lease term under the Lease Agreement (exclusive of tax) is approximately US$62.8 million (equivalent to approximately RMB433.8 million)

	The additional rent represents the Tenant's proportionate share of approximately 65.08% of the relevant costs incurred by the Landlord in relation to the property on which the Premises are located payable by Tenant to Landlord including but not limited to: (i) operating expenses, being all expenses and disbursement to be incurred by the Landlord in connection with the ownership, operation and maintenance of the Premises; (ii) cost of all utilities (including fuel, gas, electricity, water, sewer, and other services) used on the Premises; (iii) taxes, assessments, and governmental charges or fees whether federal, state, county or municipal incurred by the Landlord; (iv) all insurance-related costs; (v) any fees, costs or expenses of the Landlord's property manager in relation to the Premises, if any. The proportionate share is calculated by dividing the rentable area of the Premises of 457,159 square feet by the total rentable area of 702,450 square feet of the property in which the Premises are located The base rent and the additional rent shall be payable monthly in advance The rent payable under the Lease Agreement has been determined after arm's length negotiations between the Landlord and the Tenant, after taking into consideration the prevailing market price for comparable premises in the vicinity of the Premises. The rent payable will be satisfied by the Group's internal resources
Security Deposit:	Approximately US$1.6 million (equivalent to approximately RMB11.0 million)
Lease Guaranty:	EDA International Inc. and the Company as the lease guarantors, unconditionally and absolutely guarantee to the Landlord the due and punctual performance of the Tenant's obligations under or related to the Lease Agreement

The value (unaudited) of the right-of-use assets to be recognised by the Company under the Lease Agreement is approximately US$45.5 million (equivalent to approximately RMB314.0 million) which is the present value of lease payments throughout the lease term under the Lease Agreement, discounted using the increment borrowing rate and adjustment to fair value at initial recognition of refundable rental deposit and provision for reinstatement costs in accordance with HKFRS16. Incremental borrowing rate of the lease liability is determined with reference to the prevailing interest rate of the Group's external borrowings.

INFORMATION ABOUT THE PARTIES

The Company

The Company is a company incorporated with limited liability in the Cayman Islands and is a leading global artificial intelligence logistics technology service group, empowering the fast-growing B2C export e-commerce industry in the PRC.

EDA International Inc.

EDA International Inc. is a wholly owned subsidiary of the Company and a company incorporated with limited liability in California, the U.S. EDA International Inc. is principally engaged in the provision of warehousing services in North America.

The Tenant

The Tenant is a wholly owned subsidiary of the Company and a company incorporated with limited liability in New Jersey, the U.S. The Tenant is principally engaged in the provision of warehousing services in North America.

The Landlord

To the best knowledge of the Directors, the Landlord is a limited liability company established under the laws of New Jersey and is principally engaged in property investment.

To the best knowledge, information and belief of the Directors and having made all reasonable enquiries, the Landlord and its ultimate beneficial owner are Independent Third Parties.

REASONS AND BENEFITS FOR THE ENTERING INTO THE LEASE AGREEMENT

The Board is of the view that the entering into the Lease Agreement is an opportunity for the Group to enhance its global logistics network and footprint which is in line with the overall strategy development direction of the Group to become a leading global artificial intelligence logistics technology service group. The Premises under the Lease Agreement will be used as a self-operated warehouse by the Company in the U.S.

The terms and conditions of the Tenancy Agreement were arrived at after arm's length negotiation with reference to (i) the existing tenancies of other warehouse lease agreements that the Group has entered into; and (ii) the attributes of the Premises such as geographical location, size and lease term. The Directors consider that the terms and conditions of the Tenancy Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

In accordance with HKFRS 16 "Leases", the Group will recognise right-of-use assets in the consolidated financial statements of the Group in connection with the tenancy of the Premises. Accordingly, the lease transactions under the Lease Agreement will be regarded as an acquisition of assets by the Group for the purpose of the Listing Rules.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the value of the right-of-use assets in connection with the tenancy of the Premises under the Lease Agreement exceed 25% but all are less than 100%, the transaction contemplated thereunder constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules. The actual value of the right-of-use assets to be recognised by the Group will be subject to review and final audit by the auditors of the Company.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, no Shareholder has a material interest in the Lease Agreement and the transaction contemplated thereunder, and no Shareholder is required to abstain from voting on the resolution(s) for approving the Lease Agreement and the transaction contemplated thereunder if the Company was required to convene a general meeting for the approval of the Lease Agreement and the transaction contemplated thereunder.

As at the date of this announcement, EDA Shine International Limited ("**EDA Shine**") and Samanea China Holdings Limited ("**Samanea**") held 152,295,000 and 105,501,000 shares of the Company, representing approximately 34.2% and 23.7% of the issued share capital of the Company respectively and approximately 57.9% in total.

The Directors consider that EDA Shine and Samanea to be a closely allied group of Shareholders for the purposes of Rules 14.44 and 14.45 of the Listing Rules based on the following considerations:

(1) EDA Shine is a company ultimately controlled by Mr. Liu Yong, the founder of the Company, its executive Director and controlling shareholder (as defined in the Listing Rules). Samanea being indirect subsidiaries of China Lesso Group Holdings Limited ("**China Lesso**") (stock code: 2128), have been close business associates of Mr. Liu Yong since February 2020, as demonstrated by its initial investment in the Group in the same month as well as subsequent investments;

(2) a number of the Company's Directors hold key management positions in China Lesso and Samanea; and

(3) EDA Shine and Samanea were together shareholders of the Group since February 2020, and have since voted unanimously on all shareholders' resolutions other than routine resolutions.

The Company has obtained a written approval from EDA Shine and Samanea, being the closely allied group of Shareholders who together hold 257,796,000 shares of the Company, representing approximately 57.9% of the issued share capital of the Company as at the date of this announcement, for the Lease Agreement and the transaction contemplated thereunder in lieu of holding a general meeting of the Company under Rule 14.44 of the Listing Rules. Accordingly, no general meeting of the Company shall be convened to approve the Lease Agreement and the transaction contemplated thereunder.

GENERAL

A circular (for information purposes only) containing, among other things, further information of the Lease Agreement and the transaction contemplated thereunder, will be despatched to the Shareholders on or before 27 March 2026.

TERMS USED IN THIS ANNOUNCEMENT

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

"Board" or "Director(s)"	the board of directors of the Company
"Commencement Date"	1 April 2026, being the date of commencement of the term of the Lease Agreement
"Company"	EDA Group Holdings Limited, an exempted company incorporated in the Cayman Islands on 17 September 2020 with limited liability
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"EDA International Inc."	EDA International Inc., a company incorporated with limited liability in California, the U.S., a wholly owned subsidiary of the Company

"Group"	the Company and its subsidiaries from time to time
"HKFRS"	Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants
"Independent Third Party(ies)"	person who is not a connected person of the Company and is a third party independent of and not connected with the Company or its connected persons
"Landlord"	SANSONE URBAN RENEWAL ENTITY I, LLC, a limited liability company in New Jersey, the U.S.
"Lease Agreement"	the lease agreement dated 6 March 2026 (U.S. time) entered into among the Tenant, EDA International Inc., the Company and the Landlord in respect of the lease of the Premises
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC"	the People's Republic of China (for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan)
"Premises"	Approximately 457,159 square feet of space with address of 203 Route 73 S, Palmyra, New Jersey, the U.S.
"RMB"	Renminbi, the lawful currency of the PRC
"Shareholder(s)"	holder(s) of the shares of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"Tenant"	EDA Cloud International, Inc., a company incorporated with limited liability in New Jersey, the U.S.

"U.S."	The United States of America
"US$"	U.S. dollar(s), the lawful currency of the U.S.
"%"	per cent.

Note: for illustrative purpose of this announcement only, conversion of US$ into RMB is made at the rate of US$1.00 = RMB6.9025

By order of the Board
EDA Group Holdings Limited
Mr. Liu Yong
Executive Director and Chairman of the Board

Hong Kong, 8 March 2026

As at the date of this announcement, the Board comprises (i) Mr. Liu Yong, Ms. Li Qin and Mr. Cheung Man Yu as executive Directors; (ii) Mr. Zuo Manlun and Mr. Luo Jianfeng as non-executive Directors; and (iii) Mr. Chan Kwok Cheung Kevin, Mr. Ng Cheuk Him and Mr. Wong Ping Yee Natalis as independent non-executive Directors.

* *For identification purpose only.*