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北京首都國際機場股份有限公司
Beijing Capital International Airport Co., Ltd.
(a foreign-invested joint stock limited company incorporated in the People's Republic of China)

(Stock Code: 00694)

ANNOUNCEMENT
CONTINUING CONNECTED TRANSACTIONS
T3E HOTEL RESOURCES USAGE AGREEMENT

T3E HOTEL RESOURCES USAGE AGREEMENT

Reference is made to the announcement of the Company dated 29 April 2024 in respect of the Former T3E Hotel Resources Usage Agreement. The term of the Former T3E Hotel Resources Usage Agreement will expire on 30 April 2026. As the Parties intend to continue to carry out transactions of a similar nature from time to time, the Company and Beijing Airport Tourism Business entered into the T3E Hotel Resources Usage Agreement.

The Board announces that on 24 April 2026, the Company entered into the T3E Hotel Resources Usage Agreement with Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources located at Terminal Three of Beijing Capital Airport for the provision of the Relevant Services to passengers at Beijing Capital Airport.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Parent Company is the controlling shareholder of the Company, holding approximately 58.96% of the issued share capital of the Company. Beijing Airport Tourism Business is a wholly-owned subsidiary of the Parent Company. As such, Beijing Airport Tourism Business is an associate of the Parent Company and, therefore, a connected person of the Company. Accordingly, the T3E Hotel Resources Usage Agreement and the Transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Pursuant to Rules 14A.81 to 14A.83 of the Listing Rules, the Transactions contemplated under the T3E Hotel Resources Usage Agreement have been aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement and treated as if they were one transaction.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Transactions contemplated under the T3E Hotel Resources Usage Agreement, when aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement, is more than 0.1% but less than 5%, the T3E Hotel Resources Usage Agreement and the Transactions contemplated thereunder (including the annual caps) are subject to the reporting, annual review and announcement requirements, but exempt from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

T3E HOTEL RESOURCES USAGE AGREEMENT

Background

Reference is made to the announcement of the Company dated 29 April 2024 in respect of the Former T3E Hotel Resources Usage Agreement. The term of the Former T3E Hotel Resources Usage Agreement will expire on 30 April 2026. As the Parties intend to continue to carry out transactions of a similar nature from time to time, the Company and Beijing Airport Tourism Business entered into the T3E Hotel Resources Usage Agreement.

The Board announces that on 24 April 2026, the Company entered into the T3E Hotel Resources Usage Agreement with Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources located at Terminal Three of Beijing Capital Airport for the provision of the Relevant Services to passengers at Beijing Capital Airport.

Material terms of the T3E Hotel Resources Usage Agreement

Date

24 April 2026

Parties

(a) the Company; and

(b) Beijing Airport Tourism Business

Services

Pursuant to the T3E Hotel Resources Usage Agreement, the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources located at Terminal Three of Beijing Capital Airport for the provision of the Relevant Services to passengers at Beijing Capital Airport.

Term

The T3E Hotel Resources Usage Agreement is for a term of one year commencing from 1 May 2026 to 30 April 2027.

Consideration and payment

The amount of fees payable by Beijing Airport Tourism Business to the Company under the T3E Hotel Resources Usage Agreement is comprised of (i) resources usage fees; and (ii) energy usage fees.

(a) Resources usage fees:

The resources usage fees payable by Beijing Airport Tourism Business to the Company shall be the higher of (i) the guaranteed resources usage fees; and (ii) the turnover-based usage fee to be determined as an amount equal to 35% of the turnover before tax of Beijing Airport Tourism Business arising from the provision of the Relevant Services.

The monthly guaranteed resources usage fee in respect of the Relevant Premises and Resources shall be RMB733,162.50, which is calculated as follows:

RMB598.50 per month per square metre	*x*	*1,225 square metres (i.e., the actual area of the Relevant Premises and Resources)*

The guaranteed resources usage fees shall be paid on a quarterly basis. Within 10 working days from the execution date of the T3E Hotel Resources Usage Agreement, Beijing Airport Tourism Business shall pay the guaranteed resources usage fees for the first contractual quarter, i.e., the period from 1 May 2026 to 31 July 2026. Thereafter, within 10 days from the beginning of each contractual quarter, Beijing Airport Tourism Business shall pay to the Company the guaranteed resources usage fees for the corresponding contractual quarter.

Within 5 working days after the end of the contractual year, Beijing Airport Tourism Business shall submit its income statement for the preceding contractual year to the Company. The Company shall then calculate the turnover-based usage fee for the preceding contractual year based on the turnover before tax of Beijing Airport Tourism Business arising from the provision of the Relevant Services as indicated in the income statement, and compare the amount of such usage fee with the annual guaranteed resources usage fees for the preceding contractual year. If the turnover-based usage fee is higher, the Company shall issue a payment notice to Beijing Airport Tourism Business in respect of the excess amount. Within 5 working days from receipt of the payment notice, Beijing Airport Tourism Business shall make such payment to the Company.

In the event of any overdue payment of resources usage fees, Beijing Airport Tourism Business shall pay to the Company liquidated damages equivalent to 0.05% of the outstanding resources usage fees payable for each overdue day.

(b) Energy usage fees:

Beijing Airport Tourism Business shall separately pay energy usage fees for the energy consumed at the Relevant Premises, including but not limited to electricity, water, refrigeration, and heating, and pay an equivalent amount of such energy usage fees via the Company to the relevant energy suppliers, in line with the arrangements between the Company and its tenants (including independent third parties) at the designated spots.

Such energy usage charges (including water, electricity, air conditioning, etc.) shall be paid by Beijing Airport Tourism Business on a monthly basis within 5 working days upon receipt of the payment notice from the Company.

Other material terms

In the absence of prior approval of the Company, Beijing Airport Tourism Business shall not sublet or otherwise transfer the operating rights of the Relevant Premises and Resources to other third parties, nor shall it mortgage or create any third party interests in respect of the right to use the Relevant Premises and Resources. Beijing Airport Tourism Business shall not entrust any third parties with the operation of the Relevant Premises and Resources.

Beijing Airport Tourism Business shall, within 10 working days from the effective date of the T3E Hotel Resources Usage Agreement, pay performance bond of RMB1,466,325 to the Company as security for the timely payment of fees, the maintenance of condition of the equipment and facilities of the Relevant Premises and Resources, and the compensation for any breach of its obligations under the T3E Hotel Resources Usage Agreement. Subject to the deduction of any outstanding amount payable by Beijing Airport Tourism Business, the remaining amount of the performance bond shall be returned by the Company within 30 days from the date on which the T3E Hotel Resources Usage Agreement expires, is discharged by performance, or is terminated for reasons other than breach of Beijing Airport Tourism Business, or as required by laws and regulations.

In respect of commercial planning, the Company has the right to carry out the overall planning and approval of passenger service functions, processes and mode of business operations within the terminals of Beijing Capital Airport. Beijing Airport Tourism Business shall execute the Company's plans accordingly. Any alterations to the service functions, processes and mode of business operations relating to the provision of passenger lounge services in the terminals of Beijing Capital Airport shall comply with the Company's overall commercial planning.

Historical transaction amounts

The historical transaction amounts of the resources usage fees paid by Beijing Airport Tourism Business to the Company under the Former T3E Hotel Resources Usage Agreement are as follows:

	For the eight months ended 31 December 2024 *(RMB'000)*	**For the year ended 31 December 2025** *(RMB'000)*	**For the four months ending 30 April 2026** *(RMB'000)*
Resources usage fees paid by Beijing Airport Tourism Business to the Company	5,320	6,944	1,995 *(Note)*
Annual caps	7,000	10,500	3,500

Note: Since the audited figure of the resources usage fees paid by Beijing Airport Tourism Business to the Company under the Former T3E Hotel Resources Usage Agreement for the four months ending 30 April 2026 is not yet available, this figure refers to the unaudited historical transaction amount in respect of the resources usage fees paid by Beijing Airport Tourism Business to the Company for the three months ended 31 March 2026 only. The Company expects that the relevant resources usage fees payable by Beijing Airport Tourism Business to the Company for the four months ending 30 April 2026 will not exceed its annual cap.

Annual caps

The Company expects that the annual caps of the total resources usage fees payable by Beijing Airport Tourism Business to the Company during the term of the T3E Hotel Resources Usage Agreement are as follows:

	For the eight months ending 31 December 2026 *(RMB'000)*	**For the four months ending 30 April 2027** *(RMB'000)*
Annual caps	7,400	3,700

The above annual caps are determined with reference to the following factors:

(i) in respect of the amount of guaranteed resources usage fee, calculations are based on the new unit price of guaranteed resources usage fee and the gross floor area of the Relevant Premises and Resources occupied and used by Beijing Airport Tourism Business;

(ii) in respect of the estimated amount of turnover-based usage fee from turnover before tax of Beijing Airport Tourism Business arising from the provision of the Relevant Services, calculations are based on the estimated turnover per passenger and the international passenger throughput at Beijing Capital Airport for the relevant period of time; and

(iii) a 25% buffer taking into account the potential increase in pace of recovery of international passenger throughput at Beijing Capital Airport, and an optimistic estimate of international passenger throughput and turnover per passenger, which could in turn result in the increase in turnover before tax of Beijing Airport Tourism Business.

Pricing policy

The Company has conducted market research and comparison with other airports in the PRC which have adopted various types of pricing models for passenger pay-in lounge services. For those airports that have adopted a similar pricing model as that under the T3E Hotel Resources Usage Agreement, the proportion of drawdown in respect of the turnover of the relevant business operators charged by other airports is similar to the percentage figure of 35% charged by the Company to Beijing Airport Tourism Business. Furthermore, the unit price of guaranteed resources usage fee under the T3E Hotel Resources Usage Agreement is more favourable to the Company as compared to the unit price of rental charged by the Company to independent third parties for same type of business.

The Company has implemented a management system to monitor the pricing standards for the Transactions and to ensure that such terms are on normal commercial terms. Such system is described as below:

1. Prior to entering into the T3E Hotel Resources Usage Agreement, the relevant departments of the Company are responsible for gathering information on the historical transaction amounts of resources usage fees paid by Beijing Airport Tourism Business under the Former T3E Hotel Resources Usage Agreement, and conducting cross-checks against the rentals paid by other independent third parties within the area of Beijing Capital Airport. Thereafter, the relevant departments are responsible for the monitoring, evaluation and assessment of the Transactions.

2. The independent non-executive Directors have reviewed and will continue to review the Transactions to ensure that such Transactions are entered into on normal commercial terms, fair and reasonable, and carried out pursuant to its contractual terms.

3. The auditors of the Company will conduct annual review of the Transactions in relation to the pricing policy and annual caps contemplated thereunder in accordance with the Listing Rules.

The Company has implemented the following internal control measures to ensure that the annual caps for the Transactions will not be exceeded:

1. The finance department of the Company provides the secretariat to the Board with information in relation to the actual transaction amounts on a monthly basis.

2. The secretariat to the Board is responsible for monitoring the Transactions to ensure that the total amount of the Transactions does not exceed the annual caps.

3. If such amount of the Transactions is estimated to exceed the relevant annual caps, the person-in-charge of the relevant department of the Company will be notified so that the scale of the Transactions in the future may be re-estimated and arrangements may be made to issue announcements and/or to obtain the relevant approvals from the Board and the Independent Shareholders in accordance with the requirements of the Listing Rules.

Reasons for and benefits of entering into the T3E Hotel Resources Usage Agreement

Beijing Airport Tourism Business has maintained a long-term cooperative relationship with the Company in the past. The Company considers that Beijing Airport Tourism Business was able to perform its duties, pay rent on time, and discharge its responsibilities during the term of the previous agreements. At the same time, Beijing Airport Tourism Business is familiar with the operations and management of passenger lounge business at Beijing Capital Airport, and possesses ample customer resources and strong specialised management capabilities. It would be beneficial for the provision of professional and quality services to passengers and the continuous promotion of development of the pay-in lounge business at Beijing Capital Airport if Beijing Airport Tourism Business is permitted to continue to occupy and use the Relevant Premises and Resources under the T3E Hotel Resources Usage Agreement.

In light of the above, the Directors (including the independent non-executive Directors) are of the view that the T3E Hotel Resources Usage Agreement is entered into on normal commercial terms that are fair and reasonable and in the ordinary and usual course of business of the Company, and the Transactions are in the interest of the Company and its Shareholders as a whole.

GENERAL

The Company is principally engaged in the operations of Beijing Capital Airport.

The Parent Company is principally engaged in the provision of ground handling services for domestic and international aviation enterprises and the provision of operation and management services, counter and premises rental services, car parking management, housing rental, property management, advertising agency services and other businesses to its subsidiaries. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, as at the date of this announcement, the ultimate beneficial owner of the Parent Company is the Civil Aviation Administration of China, which is a State bureau administered by the Ministry of Transport of the PRC.

Beijing Airport Tourism Business is principally engaged in the development of tourism resources, hospitality management, tourist information services and import and export of merchandise and technology. Beijing Airport Tourism Business is a wholly-owned subsidiary of the Parent Company

BOARD'S APPROVAL

The T3E Hotel Resources Usage Agreement and the Transactions contemplated thereunder, including the annual caps, were approved by the Board.

As at the date of this announcement, Mr. Song Kun (executive Director and the chairman of the Board), Mr. Li Yongbing (executive Director), Mr. Du Qiang (non-executive Director), Mr. Xue Rongguo (non-executive Director) and Mr. Shen Lancheng (non-executive Director) concurrently serve as director or senior management of the Parent Company. Therefore, the above-mentioned Directors may be deemed to have a material interest in the Transactions, and have abstained from voting on the Board resolutions to approve the T3E Hotel Resources Usage Agreement, the Transactions contemplated thereunder, and the annual caps.

LISTING RULES IMPLICATIONS

As at the date of this announcement, the Parent Company is the controlling shareholder of the Company, holding approximately 58.96% of the issued share capital of the Company. Beijing Airport Tourism Business is a wholly-owned subsidiary of the Parent Company. As such, Beijing Airport Tourism Business is an associate of the Parent Company and, therefore, a connected person of the Company. Accordingly, the T3E Hotel Resources Usage Agreement and the Transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Pursuant to Rules 14A.81 to 14A.83 of the Listing Rules, the Transactions have been aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement and treated as if they were one transaction.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Transactions, when aggregated with the transactions contemplated under the Tourism Business Resources Usage Agreement, is more than 0.1% but less than 5%, the T3E Hotel Resources Usage Agreement and the Transactions contemplated thereunder (including the annual caps) are subject to the reporting, annual review and announcement requirements, but exempt from the Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires or unless otherwise defined, the following expressions have the following meanings:

"associate(s)"	has the meaning ascribed to it under the Listing Rules
"Beijing Airport Tourism Business"	Beijing Capital Airport Tourism Business Co., Ltd.* (北京首都機場旅業有限公司), a limited liability company established in the PRC, which is a wholly-owned subsidiary of the Parent Company

"Beijing Capital Airport"	Beijing Capital International Airport of the PRC
"Board"	the board of Directors
"Company"	Beijing Capital International Airport Company Limited (北京首都國際機場股份有限公司), a foreign-invested joint stock limited company incorporated in the PRC with limited liability, and the H Shares of which are listed on the Stock Exchange
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"controlling shareholder"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"Former T3E Hotel Resources Usage Agreement"	the resources usage agreement dated 29 April 2024 entered into between the Company and Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources for the provision of the Relevant Services to passengers at Beijing Capital Airport for a term of two years from 1 May 2024 to 30 April 2026, details of which are disclosed in the announcement of the Company dated 29 April 2024
"H Share(s)"	overseas listed foreign share(s) of nominal value of RMB1.00 each in the registered share capital of the Company
"Independent Shareholder(s)"	the Shareholder(s) other than the Parent Company, its associates and any other Shareholder who has a material interest in the Transactions
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Parent Company"	Capital Airports Holdings Co., Ltd.* (首都機場集團有限公司) (formerly known as Capital Airports Holding Company* (首都機場集團公司)), an enterprise established in the PRC and the controlling shareholder of the Company
"Parties"	the Company and Beijing Airport Tourism Business
"PRC"	the People's Republic of China

"Relevant Premises and Resources"	the designated premises with a total floor area of 1,225 square metres, together with the facilities and equipment, in the international waiting area of Terminal Three, which the Company agreed to permit Beijing Airport Tourism Business to occupy and use for the provision of the Relevant Services pursuant to the T3E Hotel Resources Usage Agreement
"Relevant Services"	the pay-in lounge services to be provided to passengers in the international waiting area of Terminal Three of Beijing Capital Airport by Beijing Airport Tourism Business under the T3E Hotel Resources Usage Agreement, including but not limited to pay-in lounge services, accommodation and amenities, conference services, flight information enquiry services, and provision of food and beverage services to passengers in the lounge(s) at Terminal Three
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	share(s) of RMB1.00 each in the registered share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"T3E Hotel Resources Usage Agreement"	the resources usage agreement dated 24 April 2026 entered into between the Company and Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use the Relevant Premises and Resources for the provision of the Relevant Services to passengers at Beijing Capital Airport for a term of one year from 1 May 2026 to 30 April 2027
"Terminal Three"	the passenger terminal numbered three which forms part of Beijing Capital Airport

"Tourism Business Resources Usage Agreement"	the resources usage agreement dated 4 January 2025 entered into between the Company and Beijing Airport Tourism Business, pursuant to which the Company agreed to permit Beijing Airport Tourism Business to occupy and use designated premises and resources at the terminals of Beijing Capital Airport for the provision of tourism-related services to passengers at Beijing Capital Airport, for a term of three years from 4 January 2025 to 3 January 2028, details of which are disclosed in the announcement of the Company dated 4 January 2025
"Transactions"	all existing and future transactions between the Parties in respect of the permission to occupy and use the Relevant Premises and Resources for the provision of the Relevant Services as contemplated under the T3E Hotel Resources Usage Agreement
"%"	per cent

By order of the Board
Li Bo
Secretary to the Board

Beijing, the PRC
24 April 2026

As at the date of this announcement, the Directors of the Company are:

Executive Directors:	*Mr. Song Kun and Mr. Li Yongbing*
Non-executive Directors:	*Mr. Du Qiang, Mr. Xue Rongguo and Mr. Shen Lancheng*
Employee Director:	*Mr. Liu Jiliang*
Independent Non-executive Directors:	*Mr. Zhang Jiali, Mr. Stanley Hui Hon-chung, Mr. Wang Huacheng and Ms. Duan Donghui*

An announcement containing details of the matter is available for viewing on the website of Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk under "Latest Listed Company Information" and the website of the Company at www.bcia.com.cn.

* *For identification purpose only.*