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China Vered Financial Holding Corporation Limited

中薇金融控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 245)

DISCLOSEABLE TRANSACTION
ENTERING INTO OF LOAN PARTICIPATION AGREEMENT

On 11 May 2026, the Participant (an indirect wholly owned subsidiary of the Company) entered into the Participation Agreement with the Grantor, pursuant to which the Participant paid the Grantor an amount of HK$112,139,379 as settlement amount to participate in the participation commitment to enable the Grantor to fund part of the loan facility to the Borrower.

As certain applicable percentage ratio (as defined under the Listing Rules) in respect of the Participation Agreement and the transactions contemplated thereunder exceed 5% but are less than 25%, the Participation Agreement and the transactions contemplated thereunder constitute discloseable transaction for the Company and are subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

On 11 May 2026, the Participant (an indirect wholly owned subsidiary of the Company) entered into the Participation Agreement with the Grantor, pursuant to which the Participant paid the Grantor an amount of HK$112,139,379 (the "**Consideration**") as settlement amount to participate in the participation commitment to enable the Grantor to fund part of the loan facility to the Borrower.

PARTICIPATION AGREEMENT

Set out below are the principal terms of the Participation Agreement.

Date of the Participation Agreement	:	11 May 2026
Parties	:	The Grantor as grantor granting the participation right The Participant as participant acquiring the participation right

Consideration	:	HK$112,139,379, being the purchase price for the participation right with a principal value of HK$117,902,240 plus all accrued interest on that principal and representing approximately 16% of the Loan with accrued interest which is payable by the Borrower
Payment terms	:	Subject to the payment to the Participant under the Participation Agreement, the Grantor shall be entitled to receive, recover and retain all principal, interest, fees and other amounts payable under or in connection with the Facility Agreement The Grantor shall confirm the Participant in relation to the sums received by the Grantor under the Facility Agreement and shall as soon as practicable and in any event within five business days of such confirmation of receipt pay the Participant the relevant participation portion of such sums, which shall include, among others, the principal and interest
Relevant Interest Rate	:	10.80 per cent. per annum, or such other rate (expressed as a percentage per annum) as agreed between the Grantor and the Participant from time to time
Undertaking by the Grantor	:	Subject to compliance by the Participant with its payment obligations under the Participation Agreement, the Grantor shall not: — other than in accordance with the terms of the Participation Agreement, sell, transfer or otherwise dispose of; or — create any mortgage, charge, pledge, lien or other security interest in respect of, the participation commitment other than in favour of the Participant.
Status of Participation	:	Subject to the elevation clause set out in the Participation Agreement, the relationship between the Grantor and the Participant is that of debtor and creditor. The Grantor does not, by virtue of the Participation Agreement, transfer or assign any rights or obligations under the Facility Agreement and the relevant finance documents (the "**Finance Documents**") and the Participant will not, other than in accordance with the terms of the Participation Agreement, have any proprietary interest in the benefit of the Facility Agreement or in any monies received by the Grantor under or in relation to the Finance Documents.

Elevation	:	Subject to the terms and provisions of the Finance Documents and applicable law and regulation, upon the occurrence of certain elevation triggering events including failure of payment by the Grantor on the due date to the Participant and/or agreement to an extension of the final repayment date of the principal of the Loan without the prior consent of the Participant, the Participant may request that the Grantor to execute any documents and/or instruments as the Participant may reasonably request in order to cause the Participant to become a Grantor under the Facility Agreement with respect to the Facility and a party to the relevant Finance Documents in respect of all (but not part only) of its participation under the Participation Agreement.

The funding for the Consideration is by internal resources of the Group.

Principal terms of the Facility Agreement

Subject to the elevation clause set out in the Participation Agreement, the relationship between the Grantor and the Participant is that of debtor and creditor, under which the Participant is the legal creditor of the Grantor for the relevant amounts owing under the Participation Arrangement. For the sole purpose of enabling the shareholders of the Company and potential investors to assess the creditworthiness, risk profile and exposure associated with the Participation Agreement and the transactions contemplated thereunder, the principal terms of the Facility Agreement are summarised below.

The Facility Agreement was dated 10 April 2026 and was entered into between the Grantor as lender and the Borrower as borrower, pursuant to which the Loan would be made available to the Borrower a Hong Kong dollars term loan facility in an aggregate amount equal to HK$735,000,000.

The Loan under the Facility Agreement is in the principal amount of HK$735,000,000 at the interest rate of 10.80 per cent. per annum, with interest payable by the Borrower on a monthly basis, and the principal shall be repayable by the Borrower to the Grantor (as lender) (including any person(s) which has become a lender in accordance with the terms of the Facility Agreement) on the termination date of the Facility Agreement, which shall be the date falling 12 months from the utilisation date of the Facility and may be extended for further 12 months if so agreed by the parties thereto.

The Loan under the Facility Agreement is secured by corporate guarantees, personal guarantee as well as property mortgages of a high end residential property ("**Property A**") located in Mid-Levels, Hong Kong and a Grade A commercial property ("**Property B**") located in Central, Hong Kong. Based on the independent valuations obtained by the Group, the valuation of Property A as at 5 May 2026 amounted to approximately HK$735 million and the valuation of Property B as at 6 May 2026 amounted to approximately HK$340 million, representing a relatively low loan-to-value ratio of approximately 68.4%.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the relevant corporate guarantors, personal guarantor and (if applicable) their ultimate beneficial owner(s) are Independent Third Parties.

INFORMATION ON THE GRANTOR AND THE BORROWER

The Grantor is a company incorporated in the Cayman Islands with limited liability and is a special purpose vehicle owned by Gaw Capital Credit Fund I, a private credit fund managed by Gaw Capital Asset Management (SG) Pte. Ltd. Gaw Capital Asset Management (SG) Pte. Ltd. is a company incorporated in Singapore with limited liability and is principally engaged in asset management. To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Grantor and its ultimate beneficial owner(s) are Independent Third Parties.

The Borrower is a company incorporated in Hong Kong with limited liability and principally engaged in property investment. The ultimate beneficial owner of the Borrower is an individual Chinese entrepreneur with diversified business interests in the PRC, including real estate, logistics, financial investments and pharmaceutical biotechnology, and who is also an active property investor in Hong Kong. To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Borrower and its ultimate beneficial owner are Independent Third Parties.

REASONS AND BENEFITS FOR ENTERING INTO OF THE PARTICIPATION AGREEMENT

The Company is a company incorporated in Hong Kong with limited liability. The Group's investment holding business mainly represents direct investments in investment funds, listed and unlisted debts and equities, alternative investments (such as real estate investments through investment funds) and private equities, and provision of loan financing services.

The terms and conditions of the Participation Agreement (including the interest rate thereunder) were arrived by the parties to the Participation after arm's length negotiations, with reference to prevailing commercial practice. By entering into the Participation Agreement, it is contemplated that the Participation will broaden the income base of the Group and allow the Group to have interest income from its investment in the participation commitment.

The Directors consider that the terms of the Participation Agreement (including the Consideration) be fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As certain applicable percentage ratio (as defined under the Listing Rules) in respect of the Participation Agreement and the transactions contemplated thereunder exceed 5% but are less than 25%, the Participation Agreement and the transactions contemplated thereunder constitute discloseable transaction for the Company and are subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	board of the Directors
"Borrower"	a company incorporated in Hong Kong with limited liability and the borrower to the Facility Agreement
"Company"	China Vered Financial Holding Corporation Limited, a company incorporated in Hong Kong with limited liability and the issued Shares are listed on Main Board of the Stock Exchange
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	director(s) of the Company from time to time
"Facility Agreement"	the loan facility agreement dated 10 April 2026 and entered into between the Grantor and the Borrower in relation to the grant of the Facility by the Grantor to the Borrower
"Facility" or "Loan"	the secured loan facility in the principal sum of HK$735,000,000 made by the Grantor (as lender) to the Borrower pursuant to the terms and conditions of the Facility Agreement
"Grantor"	Star Vibe Limited, a company incorporated in the Cayman Islands with limited liability and the lender to the Facility Agreement
"Group"	the Company together with its subsidiaries
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	any person(s) or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, are not core connected persons of the Company and are third parties independent of the Company and its core connected persons in accordance with the Listing Rules
"Listing Rules"	The Rules Governing the Listing of Securities on the Stock Exchange
"Participant"	China Vered Capital (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company

"Participation Agreement"	the participation agreement dated 11 May 2026 and entered into between the Grantor and the Participant
"PRC"	People's Republic of China
"Share(s)"	ordinary share(s) in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"%"	per cent.

By order of the Board
China Vered Financial Holdings Corporation Limited
Ng Kian Guan
Chairman

Hong Kong, 11 May 2026

As at the date of this announcement, the Board comprises (1) Mr. Li Feng and Mr. Xie Fang as executive directors of the Company; (2) Mr. Ng Kian Guan and Ms. Sun Haoshu as non-executive directors of the Company; and (3) Mr. Cheng Tai Sheung, Mr. Ko Ming Tung, Edward, Mr. Sun Junchen, and Mr. Wong Ka Wai as independent non-executive directors of the Company.