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佳華百貨控股有限公司

Jiahua Stores Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00602)

MAJOR TRANSACTION
HISTORICAL TRANSACTIONS IN RELATION TO VARIATION AND EXTENSION OF TERMS TO THE LEASE AGREEMENT

HISTORICAL TRANSACTIONS IN RELATION TO VARIATION AND EXTENSION OF TERMS TO THE LEASE AGREEMENT

The Group entered into the Lease Agreement with the Landlord (an independent third party) on 8 November 2017 in relation to the leasing of the Gongming Premises for a term of 10 years from 16 November 2017 to 15 November 2027 (both days inclusive).

In respect of the Supplemental Lease Agreement I

On 15 November 2023, the Tenant and the Landlord entered into the Supplemental Lease Agreement I in adjusting downward the rent from 16 November 2023 onwards and to extend the lease term for an additional two years up to 15 November 2029 (both days inclusive).

Pursuant to HKFRS 16, the entering into of the Supplemental Lease Agreement I by the Tenant constitutes a lease modification. The Tenant is required to remeasure the lease liability arising from the modification and make a corresponding adjustment to the right-of-use asset. The modification resulted in a reduction of both the lease liability and the right-of-use asset by approximately RMB11.6 million.

As certain applicable percentage ratios as defined under the Listing Rules in respect of the modification of right-of-use asset to be derecognized by the Group under the Supplemental Lease Agreement I exceed 25% but is less than 75%, the entering into of the Supplemental Lease Agreement I constitute a major transaction of the Company and would be subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

In respect of the Supplemental Lease Agreement II

On 15 July 2025, the Tenant and the Landlord entered into the Supplemental Lease Agreement II to further extend the lease term for an additional two years up to 15 November 2031.

Pursuant to HKFRS 16, the entering into of the Supplemental Lease Agreement II by the Tenant constitutes a lease modification. The Tenant is required to remeasure the lease liability arising from the modification and make a corresponding adjustment to the right-of-use asset. The modification resulted in an addition of both the lease liability and the right-of-use asset by approximately RMB12.6 million and such increase in right-of-use asset will be considered as acquisition of the right-of-use asset of the Group under the Listing Rules.

As certain applicable percentage ratios as defined under the Listing Rules in respect of the acquisition of right-of-use asset to be recognized by the Group under the Supplemental Lease Agreement II exceed 25% but is less than 100%, the entering into of the Supplemental Lease Agreement II constitute a major transaction of the Company and would be subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Under Rule 14.44 of the Listing Rules, shareholders' approval for the Transactions may be obtained by way of written shareholders' approval in lieu of holding a general meeting if (1) no shareholder is required to abstain from voting if the company were to convene a general meeting for the approval of the transactions; and (2) written shareholders' approval has been obtained from a shareholder or a closely allied group of shareholders who together hold more than 50% of the voting rights at that general meeting to approve the transaction.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, as at the date of this announcement and the then dates of entering into the Supplemental Lease Agreement I and the Supplemental Lease Agreement II, no Shareholder has material interest in the Supplemental Lease Agreement I and the Supplemental Lease Agreement II and the transactions contemplated thereunder, and no Shareholder would be required to abstain from voting at a general meeting of the Company for approving the same if the Company were to convene such a general meeting.

As at the date of this announcement and the then dates of entering into the Supplemental Lease Agreement I and the Supplemental Lease Agreement II, Mr. Zhuang and Mrs. Zhuang together hold 535,485,000 Shares which represent approximately 51.61% of the total issued shares of the Company and voting rights in general meetings of the Company.

As no Shareholder is required to abstain from voting on the Transactions if the Company were to convene a general meeting for the approval of the Transactions, the Transactions could be and has been approved by written shareholders' approvals from Mr. Zhuang and Mrs. Zhuang as at the date of this announcement.

Due to an inadvertent oversight, the Company failed to make timely disclosure of the entering into of the Supplemental Lease Agreement I and the Supplemental Lease Agreement II and seek for Shareholders' approval. Such failure was unintentional and was due to a misunderstanding by the management of the Company. The Lease Agreement was entered into in 2017, pursuant to the then accounting standard, such lease arrangement was classified as operating lease and did not constitute a notifiable transaction under the Listing Rules thus the management of the Company did not realize that the variation of rent would constitute a notifiable transaction to the Company. Furthermore, as the two extensions would not be effective from 2027 onwards, thus the management of the Company considered that the entering into of the Supplemental Lease Agreement I and the Supplemental Lease Agreement II would not immediately constitute a notifiable transaction under the Listing Rules and therefore were unaware that the requirements under Chapter 14 of the Listing Rules are applicable.

The Company would like to express deep regrets for its inadvertent and unintentional oversight of the requirements of the Listing Rules. The Company had no intention of withholding any information relating to the Supplemental Lease Agreement I and the Supplemental Lease Agreement II.

GENERAL

A circular containing, amongst other things, further information on the terms of the Supplemental Lease Agreement I and the Supplemental Lease Agreement II is expected to be issued to Shareholders in accordance with the Listing Rules.

Pursuant to Rule 14.41(a) if the transaction is approved or is to be approved by way of written shareholders' approval from a shareholder or a closely allied group of shareholders under Rule 14.44, the circular is expected to be despatched to the Shareholders within 15 business days after publication of this announcement (i.e. the circular will be despatched no later than 25 June 2026).

THE SUPPLEMENTAL LEASE AGREEMENT I

On 15 November 2023, the Tenant and the Landlord entered into the Supplemental Lease Agreement I in adjusting downward the rent from 16 November 2023 onwards and to extend the lease term for an additional two years up to 15 November 2029 (both days inclusive).

For reference, set out below are the principal terms of the Lease Agreement entered into on 8 November 2017:

Parties:	(i) The Landlord as the landlord of the Gongming Premises; and (ii) The Tenant as the tenant of the Gongming Premises
Premises:	The Gongming Premises, being No. 1, Changchun Nan Road West, Gongming Street, Baoan District, Shenzhen, Guangdong Province, the PRC (廣東省深圳市寶安區公明鎮長春南路西1號) with a total of area of 21,843 sq.m. owned by the Landlord
Term:	16 November 2017 to 15 November 2027 (both days inclusive). The Gongming Premises should be delivered upon date of execution of the Lease Agreement
Rent:	An initial monthly rent of RMB2,184,300 per month. A 5% increment on the initial monthly rent for every 3 years as shown in the table below:

Period	**Rent per month**
16 November 2020 to 15 November 2023	RMB2,293,515
16 November 2023 to 15 November 2026	RMB2,408,191
16 November 2026 to 15 November 2027	RMB2,528,600

	Monthly rent is payable by way of bank transfer on the 5th day of before the commencement of each month and financed by internal resources of the Company
Deposit:	A rental deposit of RMB4,368,600 payable by the Tenant to the Landlord 3 days after the execution of the Lease Agreement.
Usage:	For commercial purpose. The usage of the Gongming Premises should not be altered.

Sub-let:	Where the Tenant subleases part of the Gongming Premises to a third party for operation purposes, the Landlord shall provide its assistance and the Tenant shall provide the relevant documentation to the Landlord. The term of any sublease granted by the Tenant to a third party shall not exceed the remaining term of this Lease Agreement. The Tenant undertakes that the Landlord shall bear no liability for any disputes arising from the sublease agreement between the Tenant and the third party.
Decoration:	If the Tenant intends to renovate and decorate the Gongming Premises, the Tenant should submit a written application together with the decoration proposal and blueprint to the Landlord for approval. The renovation and decoration plans are subject to approval and final inspection of relevant departments.
Renewal:	If the Tenant decides to continue to rent the Gongming Premises upon the expiration of the Term, the Tenant shall submit a written application for lease renewal to the Landlord 3 months prior to the date of expiration of the Term. Subject to the same conditions, the Tenant shall have the priority to renew the Lease Agreement. If both parties are unable to reach an agreement 60 days prior to the expiry of the Lease Agreement, this shall be deemed a waiver of the right to renewal.
Other terms:	Upon expiration of the Term or early termination of the Lease Agreement due to breach of contract by the Tenant, all fixtures added to the Gongming Premises by the Tenant shall become property of the Landlord with no charge. If the Landlord does not accept such fixtures, the Tenant must remove them within a specified period; otherwise, the Landlord shall have the right to require the Tenant to pay the corresponding removal costs.
Termination:	The Landlord has the right to terminate the Lease Agreement and take possession of the Gongming Premises in the event the Tenant caused any of the following circumstances, (i) non-payment or failure to pay as agreed in accordance to the terms of the Lease Agreement, the rent or other charges for a period of up to 15 days; (ii) unauthorized demolition and alteration of the main structure of the building; (iii) using the Gongming Premises to engage in illegal activities; (iv) revoke of the Tenant's license, permit sealed by the state authorities and inability to conduct operations; (v) unauthorized usage of the Gongming Premises as guarantee; (vi) any fundamental breach of the contract by the Tenant. Should the above circumstances occur, the Tenant shall compensate the Landlord for losses equivalent to three months' rent and other payable fees and the security deposit shall by forfeited; and

In the event the Tenant wishes to early terminate the Lease Agreement, the Tenant shall provide the Landlord with 90 days' prior written notice and shall not interfere with the Landlord's continuous and uninterrupted operation of the leased premises and the Lease Agreement shall be terminated as of the date of the Landlord's written consent to the termination, and the Landlord shall have the right to forfeit the security deposit. If the Tenant unilaterally terminates this Agreement without the Landlord's consent, the Landlord shall have the right to forfeit the security deposit, and the Tenant shall also compensate the Landlord for losses equivalent to six months' rent;

The Tenant has the right to terminate the Lease Agreement with 30 days prior written notice in the event the Landlord caused any of the following circumstances, (i) the Tenant is unable to normally use the Gongming Premises due to bankruptcy; (ii) the Tenant is unable to use the Gongming Premises due to the dissolution; (iii) the Tenant is unable to use the Gongming Premises due to the revocation of the Landlord's business license; (iv) the Tenant is unable to use the Gongming Premises due to reasons attributable to the Landlord or issues related to the ownership of the the Gongming Premises. Both parties should complete the relevant clearance procedures in a timely manner; the security deposit shall be refunded without interest, after deduction of any outstanding charges; and

In the event the Landlord unilaterally terminates the Agreement early, the Landlord shall provide the Tenant with 90 days' prior written notice and the Agreement shall be terminated as of the date of the Tenant's written consent to the termination and the Landlord shall refund the Tenant's security, net of any fees owed by the Tenant without interest. If the Landlord terminates the Agreement unilaterally without the Tenant's consent, the Landlord shall refund double the security deposit and shall compensate the Tenant for losses equivalent to six months' rent.

Key Terms of the Supplemental Lease Agreement I

Parties: (i) The Landlord as the landlord of the Gongming Premises; and

(ii) The Tenant as the tenant of the Gongming Premises

Date: 15 November 2023

Rent: The monthly rent shall be as follow:

Period	Rent per month
16 November 2023 to 15 November 2027	RMB764,505
16 November 2027 to 15 November 2029	RMB802,730.25

Extended Term: 16 November 2017 to 15 November 2029 (both days inclusive)

Save for the above variation of terms, the other terms of the Lease Agreement remain unchanged.

THE SUPPLEMENTAL LEASE AGREEMENT II

On 15 July 2025, the Tenant and the Landlord entered into the Supplemental Lease Agreement II to further extend the lease term for an additional two years up to 15 November 2031.

Key Terms of the Supplemental Lease Agreement II

Parties: (i) The Landlord as the landlord of the Gongming Premises; and

(ii) The Tenant as the tenant of the Gongming Premises

Rent: The monthly rent shall be as follow:

Period	Rent per month
16 November 2029 to 15 November 2031	RMB842,921.37

Renewal: Upon the expiration of the term (i.e. on 15 November 2031) for a period of ten years from the date of the Supplemental Lease Agreement II (i.e. from 15 July 2025 to 15 July 2035), the Tenant shall have the priority to renew the Lease.

Extended Term: 16 November 2017 to 15 November 2031

Save for the above variation of terms, the other terms of the Lease Agreement remains unchanged.

INFORMATION ON THE PARTIES

Information of the Tenant

Shenzhen Baijiahua, the Tenant is a wholly-owned subsidiary of the Company and is principally engaged in operation and management of retail stores and other related businesses in the PRC.

Information of the Landlord

The Landlord, Shenzhen Zhongpengzhan Industrial Co., Ltd.* (深圳市中鵬展實業有限公司), is a company incorporated in the PRC and is held as to 50% by Mr. Wu Ru Feng (吳如鋒) and 50% by Mr. Zhuang Chaoming (莊潮明), with principal business, including but not limited to, the establishment of industrial enterprises; and carrying out domestic commerce and materials supply.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Landlord and its ultimate beneficial owners are third parties independent of the Company and connected persons of the Company.

INFORMATION ON THE GONGMING PREMISES

The Gongming Premises represent certain retail spaces for the operation of Gongming Supermarket as well as the Gongming Shopping mall which is located at No. 1, Changchun Nan Road West, Gongming Street, Baoan District, Shenzhen, Guangdong Province, the PRC (廣東省深圳市寶安區公明鎮長春南路西1號), the PRC, leased by the Tenant.

FINANCIAL INFORMATION OF THE GONGMING PREMISES

Set out below is the unaudited financial information of the Gongming Premises for the two years ended 31 December 2021 and 2022 (i.e. the two financial years immediately preceding the entering into the Supplemental Lease Agreement I in 2023):

	For the year ended 31 December 2021	**For the year ended 31 December 2022**
	RMB' million	*RMB' million*
Revenue	91.8	66.3
Net (loss) before tax	(9.8)	(12.4)
Net (loss) after tax	(9.8)	(12.4)

Set out below is the unaudited financial information of the Gongming Premises for the two years ended 31 December 2023 and 2024 (i.e. the two financial years immediately preceding the entering into the Supplemental Lease Agreement II in 2025):

	For the year ended 31 December 2023	**For the year ended 31 December 2024**
	RMB' million	*RMB' million*
Revenue	51.3	50.3
Net profit (loss) before tax	0.7	(15.7)
Net profit (loss) after tax	0.7	(15.7)

Financial Effect of entering into the Supplemental Agreement I and Supplemental Agreement II

In respect of the Supplemental Lease Agreement I

Pursuant to HKFRS 16, the entering into of the Supplemental Lease Agreement I by the Tenant constitutes a lease modification. The Tenant is required to remeasure the lease liability arising from the modification and make a corresponding adjustment to the right of-use asset. The modification resulted in a reduction of both the lease liability and the right-of-use asset by approximately RMB 11.6 million.

In respect of the Supplemental Lease Agreement II

Pursuant to HKFRS 16, the entering into of the Supplemental Lease Agreement II by the Tenant constitutes a lease modification. The Tenant is required to remeasure the lease liability arising from the modification and make a corresponding adjustment to the right of-use asset. The modification resulted in an addition of both the lease liability and the right-of-use asset by approximately RMB12.6 million.

REASONS AND BENEFITS FOR THE ENTERING INTO THE TRANSACTIONS

The Group is principally engaged in operation and management of retail stores and other related businesses in the PRC.

The Group has been operating a number of shopping malls and supermarkets across Shenzhen, the PRC. Lease term (including tenure and rental amount) of each rental premises of the Group will be subjected to review from time to time, depending on the then market conditions.

As the then management of the Group anticipated to continue renting the Gongming Premises for operation of the shopping mall and supermarket, the Group decided to extend the term of the Lease Agreement in 2023 and 2025. Furthermore, taking into consideration the then market condition (amidst the aftermath of the outbreak of COVID-19), the Group renegotiated the rent payable to the Landlord together with the extension of terms in 2023 and also further extended the terms of the Lease Agreement in 2025. To effect such variation and extension of terms, the Group entered into the Supplemental Lease Agreement I and Supplemental Lease Agreement II in 2023 and 2025 respective.

The terms of the Supplemental Lease Agreement I and Supplemental Lease Agreement II, including the rental charge, were determined after arm's length negotiations between the parties and with reference to the standard terms of the lease agreements adopted for leasing of properties and the rental payment made by the Group under the Lease Agreement. The entering into of the Supplemental Lease Agreement I and Supplemental Lease Agreement II were necessary for the operation of the Group and in the ordinary and usual course of business of the Group. Therefore, the Board considers that the terms of the Supplemental Lease Agreement I and Supplemental Lease Agreement II were on normal commercial terms and are fair and reasonable and the entering into of the Supplemental Lease Agreement I and Supplemental Lease Agreement II were in ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

The Supplemental Lease Agreement I

Pursuant to HKFRS 16, the entering into of the Supplemental Lease Agreement I by the Tenant constitutes a lease modification. The Tenant is required to remeasure the lease liability arising from the modification and make a corresponding adjustment to the right-of-use asset. The modification resulted in a reduction of both the lease liability and the right-of-use asset by approximately RMB 11.6 million.

As certain applicable percentage ratios as defined under the Listing Rules in respect of the modification of right-of-use asset to be derecognized by the Group under the Supplemental Lease Agreement I exceed 25% but is less than 75%, the entering into of the Supplemental Lease Agreement I constitute a major transaction of the Company and would be subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

The Supplemental Lease Agreement II

Pursuant to HKFRS 16, the entering into of the Supplemental Lease Agreement II by the Tenant constitutes a lease modification. The Tenant is required to remeasure the lease liability arising from the modification and make a corresponding adjustment to the right-of-use asset. The modification resulted in an addition of both the lease liability and the right-of-use asset by approximately RMB12.6 million and such increase in right-of-use asset will be considered as acquisition of the right-of-use asset of the Group under the Listing Rules.

As certain applicable percentage ratios as defined under the Listing Rules in respect of the acquisition of right-of-use asset to be recognized by the Group under the Supplemental Lease Agreement II exceed 25% but is less than 100% the entering into of the Supplemental Lease Agreement II constitute a major transaction of the Company and would be subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Under Rule 14.44 of the Listing Rules, shareholders' approval for the Transactions may be obtained by way of written shareholders' approval in lieu of holding a general meeting if (1) no shareholder is required to abstain from voting if the company were to convene a general meeting for the approval of the transactions; and (2) written shareholders' approval has been obtained from a shareholder or a closely allied group of shareholders who together hold more than 50% of the voting rights at that general meeting to approve the transaction.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, as at the date of this announcement and the then dates of entering into the Supplemental Lease Agreement I and the Supplemental Lease Agreement II, no Shareholder has material interest in the Supplemental Lease Agreement I and the Supplemental Lease Agreement II and the transactions contemplated thereunder, and no Shareholder would be required to abstain from voting at a general meeting of the Company for approving the same if the Company were to convene such a general meeting.

As at the date of this announcement and the then dates of entering into the Supplemental Lease Agreement I and the Supplemental Lease Agreement II, Mr. Zhuang and Mrs. Zhuang together hold 535,485,000 Shares which represent approximately 51.61% of the total issued shares of the Company and voting rights in general meetings of the Company.

As no Shareholder is required to abstain from voting on the Transactions if the Company were to convene a general meeting for the approval of the Transactions, the Transactions could be and has been approved by written shareholders' approvals from Mr. Zhuang and Mrs. Zhuang as at the date of this announcement. As confirmed by Mr. Zhuang and Mrs. Zhuang, should written approvals were requested by the Company at the time when the Supplemental Lease Agreement I and Supplemental Lease Agreement II were entered into, they would approve the Transactions respectively.

Due to an inadvertent oversight, the Company failed to make timely disclosure of the entering into of the Supplemental Lease Agreement I and the Supplemental Lease Agreement II and seek for Shareholders' approval. Such failure was unintentional and was due to a misunderstanding by the management of the Company. The Lease Agreement was entered into in 2017, pursuant to the then accounting standard, such lease arrangement was classified as operating lease and did not constitute a notifiable transaction under the Listing Rules thus the management of the Company did not realize that the variation of lease term would constitute a notifiable transaction to the Company. Furthermore, as the two extensions would not be effective until 2027 thus the management of Company considered that the entering into of the Supplemental Lease Agreement I and the Supplemental Lease Agreement II would not immediately constitute a notifiable transaction under the Listing Rules and therefore were unaware that the requirements under Chapter 14 of the Listing Rules are applicable.

The Company would like to express deep regrets for its inadvertent and unintentional oversight of the requirements of the Listing Rules. The Company had no intention of withholding any information relating to the Supplemental Lease Agreement I and the Supplemental Lease Agreement II.

REMEDIAL MEASURES

To adhere to prudent corporate governance practice, the Directors have confirmed, approved and ratified the Transactions and the publication of this announcement. To avoid any similar delay in the future, the Company has implemented the following measures:

(i) the Company will review and enhance the regulatory compliance procedures and its internal controls so as to ensure that all existing and further transactions of the Company fully comply with the Listing Rules;

(ii) the Company will maintain close cooperation with its professional advisers in relation to regulatory compliance; and

(iii) the Company shall, as and when appropriate and necessary, consult external legal advisers and/or other professional advisers before entering into possible notifiable transactions.

Going forward, the Company will make appropriate disclosures and obtain Shareholders' approvals, if necessary, in a timely manner so as to comply with the requirements of the Listing Rules as appropriate.

GENERAL

A circular containing, amongst other things, information on the terms of the Supplemental Lease Agreement I and the Supplemental Lease Agreement II is expected to be issued to Shareholders in accordance with the Listing Rules.

Pursuant to Rule 14.41(a) if the transaction is approved or is to be approved by way of written shareholders' approval from a shareholder or a closely allied group of shareholders under Rule 14.44, the circular is expected to be despatched to the Shareholders within 15 business days after publication of this announcement (i.e. the circular will be despatched no later than 25 June 2026).

DEFINITIONS

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

"Board"	the board of Directors
"Company"	Jiahua Stores Holdings Limited (佳華百貨控股有限公司) (stock code: 00602), an exempted company incorporated in Cayman Islands on 4 September 2006 and the issued shares of which are listed on the main board of the Stock Exchange
"Director(s)"	director(s) of the Company
"Group"	the Company and its subsidiaries
"Gongming Premises"	Certain retail spaces located at No.1 Changchun Nan Road West, Gongming Street, Baoan District, Shenzhen, Guangdong Province, the PRC, leased by the Tenant
"HKFRS 16"	the Hong Kong Financial Reporting Standard 16 – Leases issued by the Hong Kong Institute of Certified Public Accountants
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Landlord"	Shenzhen Zhongpengzhan Industrial Co., Ltd.* (深圳市中鵬展實業有限公司), a company incorporated in the PRC and is held as to 50% by Mr. Wu Ru Feng (吳如鋒) and 50% by Mr. Zhuang Chaoming (莊潮明)
"Lease Agreement"	the Lease Agreement entered into between the Landlord and the Tenant dated 8 November 2017 in respect of the leasing of Gongming Premises
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange

"Mr. Zhuang"	Mr. Zhuang Lu Kun, an executive Director, spouse of Mrs. Zhuang which as at the date of this announcement held 467,985,000 Shares, and together with Mrs. Zhuang held 535,485,000 Shares, representing approximately 51.61% of the total issued shares of the Company
"Mrs. Zhuang"	Mrs. Zhuang Su Lan, spouse of Mr. Zhuang, which as at the date of this announcement held 67,500,000 Shares, and together with Mr. Zhuang held 535,485,000 Shares, representing approximately 51.61% of the total issued shares of the Company
"PRC"	the People's Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	Shares of the Company
"Shareholder(s)"	holder(s) of Share(s)
"Shenzhen Baijiahua" or "Tenant"	Shenzhen Baijiahua Department Stores Company Limited (深圳市百佳華百貨有限公司), a company incorporated in the PRC, a wholly-owned subsidiary of the Company, being the tenant under the Lease Agreement
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Supplemental Lease Agreement I"	the supplemental agreement entered into between the Landlord and the Tenant dated 15 November 2023 in respect of the downward adjustment of rent and extension of terms regarding the leasing of Gongming Premises pursuant to the Lease Agreement
"Supplemental Lease Agreement II"	the supplemental agreement entered into between the Landlord and the Tenant dated 15 July 2025 in respect of the extension of terms regarding the leasing of Gongming Premises pursuant to the Lease Agreement

"Transactions"	the entering into the Supplement Lease Agreement I and the Supplemental Lease Agreement II

By Order of the Board
Jiahua Stores Holdings Limited
Zhuang Lu Kun
Chairman

Shenzhen, the PRC, 4 June 2026

As at the date of this announcement, the Board comprises 3 executive Directors, namely, Mr. Zhuang Lu Kun, Mr. Zhuang Pei Zhong and Mr. Zhuang Xiao Xiong, and 4 independent non-executive Directors, namely Mr. Chin Kam Cheung, Mr. Sun Ju Yi, Mr. Ai Ji and Madam Ying Chi Kwan.