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China Electronics Optics Valley Union Holding Company Limited
中電光谷聯合控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 798)

CONTINUING CONNECTED TRANSACTIONS IN RELATION TO THE 2026 FACILITY AGREEMENT

Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders

Gram Capital Limited
嘉林資本有限公司

THE 2026 FACILITY AGREEMENT

Reference is made to the announcement of the Company dated 17 December 2024 in relation to the 2024 Facility Agreement. Pursuant to the 2024 Facility Agreement, CEC Finance provided a revolving facility of up to RMB1,000,000,000 to Wuhan OVU (being an indirect wholly-owned subsidiary of the Company) with an availability period of one year from 10 February 2025 to 9 February 2026 for the purpose of drawing down loans.

In light of the expiry of the availability period under the 2024 Facility Agreement, and taking into consideration the constant need for financing of Wuhan OVU, on 9 June 2026, Wuhan OVU entered into the 2026 Facility Agreement with CEC Finance, pursuant to which CEC Finance has conditionally agreed to provide a revolving facility of up to RMB1,500,000,000 to Wuhan OVU with an availability period of one year from 20 July 2026 to 19 July 2027.

LISTING RULES IMPLICATIONS

As at the date of this announcement, CEC indirectly holds 2,550,000,000 shares of the Company (representing approximately 34.42% of the issued share capital of the Company). Therefore, CEC is a substantial shareholder of the Company. CEC Finance, being a subsidiary of CEC, is therefore

a connected person of the Company under Rule 14A.07(4) of the Listing Rules. Accordingly, the transactions contemplated under the 2026 Facility Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio (as defined in the Listing Rules) calculated in accordance with the Listing Rules in respect of the New Caps is more than 5%, the Transactions are subject to reporting, announcement, annual review and the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

A circular containing, among other things, (i) details of the 2026 Facility Agreement, the Guarantee, the Charges and the transactions contemplated thereunder and the New Caps; (ii) a letter from the Independent Board Committee to the Independent Shareholders in respect of the Transactions and the New Caps; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Transactions and the New Caps; and (iv) a notice of the EGM, is expected to be despatched to the Shareholders on or before 29 June 2026.

INTRODUCTION

Reference is made to the announcement of the Company dated 17 December 2024 in relation to the 2024 Facility Agreement. Pursuant to the 2024 Facility Agreement, CEC Finance provided a revolving facility of up to RMB1,000,000,000 to Wuhan OVU (being an indirect wholly-owned subsidiary of the Company) with an availability period of one year from 10 February 2025 to 9 February 2026 for the purpose of drawing down loans.

In light of the expiry of the availability period under the 2024 Facility Agreement, and taking into consideration the constant need for financing of Wuhan OVU, on 9 June 2026, Wuhan OVU entered into the 2026 Facility Agreement with CEC Finance, pursuant to which CEC Finance has conditionally agreed to provide a revolving facility of up to RMB1,500,000,000 to Wuhan OVU with an availability period of one year from 20 July 2026 to 19 July 2027.

THE 2026 FACILITY AGREEMENT

The principal terms of the 2026 Facility Agreement are summarised below:

Date: 9 June 2026

Parties: (1) CEC Finance (as lender); and

(2) Wuhan OVU (as borrower)

Revolving Facility: Subject to the satisfaction of the condition precedent as set out below, a revolving facility of up to RMB1,500,000,000 shall be made available to Wuhan OVU by CEC Finance. The Revolving Facility is available for one or multiple drawings during the Availability Period. For the avoidance of doubt, the repaid principal amounts of the Revolving Facility (if any) shall be available for drawing during the Availability Period.

Availability Period and term of the loans: The Revolving Facility is, subject to the satisfaction of the condition precedent as set out below, available for drawings during the availability period of one (1) year from 20 July 2026 to 19 July 2027. Whilst the drawdown of each of the Single Loans shall be made within the term of the Availability Period, the maturity date of each of the Single Loans shall follow the maturity date of such Single Loan as set out in the relevant Specific Agreement.

The maturity date of each of the Single Loans shall not exceed three years of its drawdown date. In the event that the maturity date of any Single Loan exceeds 19 July 2029 (the "**Expiry Date**"), the following shall apply:

(i) if the 2026 Facility Agreement is not renewed up to the last day of the maturity date of the Single Loan (inclusive of that day) on terms that cover the Single Loan and comply with the Listing Rules, the Single Loan shall terminate on the Expiry Date; and

(ii) if the 2026 Facility Agreement is renewed up to the last day of the maturity date of the Single Loan (inclusive of that day) (or a day later than such last day) on terms that cover the Single Loan and comply with the Listing Rules, the Single Loan shall expire on the last day of its original term.

Condition precedent: The 2026 Facility Agreement shall become effective upon the Company obtaining Independent Shareholders' approval at the EGM in accordance with the Listing Rules.

Interest rate: The interest rate of each drawdown shall be specified in the corresponding Specific Agreement. Such interest rate is determined, upon the entering into of the Specific Agreement, with reference to (i) the one-year loan prime rate (LPR) published by the National Interbank Funding Center (全國銀行間同業拆借中心) at the material time, which rate is currently 3.00% as at the date of this announcement; and (ii) the prevailing interest rates for loan facilities of the same tenor and types and offered by major commercial banks in the PRC.

Scope: The nature of loans to be granted by CEC Finance to Wuhan OVU under the Revolving Facility includes working capital loans, and acceptance and discounting of commercial bills of exchange.

Security: The Revolving Facility is guaranteed by the Company and secured by the Charges, details of which are set out in the section headed "Security Documents" in this announcement.

Other terms: Wuhan OVU shall apply in writing to CEC Finance for each drawdown (each a "**Single Loan**") of the Revolving Facility (which shall not exceed the maximum amount of the Revolving Facility), and shall enter into separate agreements (the "**Specific Agreements**") which set out the specific terms including the repayment date(s) of each drawdown with CEC Finance according to the 2026 Facility Agreement.

Replacement of the 2024 Facility Agreement: Given that the loans that were drawdown under the 2024 Facility Agreement will be governed under the 2026 Facility Agreement going forward, the 2024 Facility Agreement shall be replaced by the 2026 Facility Agreement upon the 2026 Facility Agreement becomes effective (namely, upon the necessary relevant Independent Shareholders' approval having been obtained).

SECURITY DOCUMENTS

Pursuant to the 2026 Facility Agreement, in order to secure Wuhan OVU's repayment obligations of the aggregate outstanding amount(s) owed by Wuhan OVU to CEC Finance contemplated under the 2026 Facility Agreement (and the Specific Agreements), the following security documents have been entered into by the relevant parties:

1. The Guarantee

On 9 June 2026, the Company (as guarantor) and CEC Finance (as beneficiary) entered into the Guarantee, the principal terms of which are as follows:

Guarantee: Subject to the condition precedent as set out below, the Company shall, on a joint and several basis, guarantee the repayment obligations of Wuhan OVU under the 2026 Facility Agreement. The scope of the Guarantee includes, inter alia, (i) the principal amount and interest of the loan; (ii) overdue interest, penalty and damages accrued due to breach of contract; and (iii) other expenses of CEC Finance in realising the debts in default.

Term of Guarantee: The term of the Guarantee shall be, in respect of each Specific Agreement, two years commencing on the expiry date of repayment obligation under that Specific Agreement.

Condition precedent: The Guarantee shall become effective upon the Company obtaining Independent Shareholders' approval at the EGM in accordance with the Listing Rules.

2. The Huangshi OVU Charge

On 9 June 2026, Huangshi OVU (as chargor) and CEC Finance (as chargee) entered into the Huangshi OVU Charge, pursuant to which Huangshi OVU shall, upon the Company obtaining Independent Shareholders' approval at the EGM in accordance with the Listing Rules, grant security in favour of CEC Finance by way of a charge over (i) 202 units (all of which are located in No. 185 Jinshan Boulevard, Economic and Technological Development Zone, Huangshi City, Hubei Province, the PRC (中國湖北省黃石市經濟技術開發區金山大道185號)) and (ii) three (3) units in Central Shopping Mall, No. 76, Hangzhou West Road, Xialu District, Huangshi City, Hubei Province, the PRC*(中國湖北省黃石市下陸區杭州西路76號中心商場), with an aggregated gross floor area of approximately 62,993.91 sq.m., as security for due performance of obligations of Wuhan OVU under the 2026 Facility Agreement. Pursuant to the valuation report issued by an independent property valuer in the PRC, the appraised value of such charged assets amounted to RMB270,685,266.

The scope of the Huangshi OVU Charge shall be all liabilities owed by Wuhan OVU under the 2026 Facility Agreement, including the principal amount and accrued interest, overdue interest, penalty, damages and all expenses incurred by CEC Finance in enforcing and realising the debts in default. The term of the Huangshi OVU Charge shall commence on the effective date of the Huangshi OVU Charge and end on the expiry date of the limitation period of the last debt under the 2026 Facility Agreement.

3. The Wuhan OVU Charge

On 9 June 2026, Wuhan OVU (as chargor) and CEC Finance (as chargee) entered into the Wuhan OVU Charge, pursuant to which Wuhan OVU shall, upon the Company obtaining Independent Shareholders' approval at the EGM in accordance with the Listing Rules, grant security in favour of CEC Finance by way of a charge over 66 units (all of which are located in No. 16 Yezhihu West Road, Hongshan District, Wuhan City, Hubei Province, the PRC (中國湖北省武漢市洪山區野芷湖西路16號)) with an aggregated gross floor area of approximately 13,615.64 sq.m., as security for due performance of obligations of Wuhan OVU under the 2026 Facility Agreement. Pursuant to the valuation report issued by an independent property valuer in the PRC, the appraised value of such charged asset amounted to RMB167,179,390.

The scope of the Wuhan OVU Charge shall be all liabilities owed by Wuhan OVU under the 2026 Facility Agreement, including the principal amount and accrued interest, overdue interest, penalty, damages and all expenses incurred by CEC Finance in enforcing and realising the debts in default. The term of the Wuhan OVU Charge shall commence on the effective date of the Wuhan OVU Charge and end on the expiry date of the limitation period of the last debt under the 2026 Facility Agreement.

4. The Qingdao OVU Charge

On 9 June 2026, Qingdao OVU (as chargor) and CEC Finance (as chargee) entered into the Qingdao OVU Charge, pursuant to which Qingdao OVU shall, upon the Company obtaining Independent Shareholders' approval at the EGM in accordance with the Listing Rules, grant security in favour of CEC Finance by way of a charge over (i) 32 units (all of which are located in No. 396 Emeishan Road, Development Zone, Qingdao City, Shandong Province, the PRC (中國山東省青島市開發區峨眉山路396號)) and (ii) one (1) unit in No. 480 Jiangshan South Road, Development Zone, Qingdao City, Shandong Province, the PRC (中國山東省青島市開發區江山南路480號), with an aggregated gross floor area of approximately 35,156.81 sq.m., as security for due performance of obligations of Wuhan OVU under the 2026 Facility Agreement. Pursuant to the valuation report issued by an independent property valuer in the PRC, the appraised value of such charged asset amounted to RMB274,223,118.

The scope of the Qingdao OVU Charge shall be all liabilities owed by Wuhan OVU under the 2026 Facility Agreement, including the principal amount and accrued interest, overdue interest, penalty, damages and all expenses incurred by CEC Finance in enforcing and realising the debts in default. The term of the Qingdao OVU Charge shall commence on the effective date of the Qingdao OVU Charge and end on the expiry date of the limitation period of the last debt under the 2026 Facility Agreement.

HISTORICAL AMOUNTS AND PREVIOUS CAPS

Set out below are details of (i) the historical maximum daily amount of outstanding loans owed by Wuhan OVU to CEC Finance and (ii) the previous caps under the 2024 Facility Agreement:

	From 10 February 2025 to 9 February 2026	**From 10 February 2026 to 9 February 2027**
Previous caps under the 2024 Facility Agreement	RMB1,000,000,000	RMB1,000,000,000
Historical maximum daily amount of outstanding loans owed by Wuhan OVU to CEC Finance	RMB850,000,000.00	RMB690,000,000.00#

This represents the historical maximum daily amount of outstanding loans owed by Wuhan OVU to CEC Finance for the period from 10 February 2026 to the date of this announcement.

NEW CAPS AND BASIS OF DETERMINATION

The maximum daily amounts of outstanding loans owed by Wuhan OVU to CEC Finance pursuant to the 2026 Facility Agreement, being the New Caps for the Revolving Facility, from 20 July 2026 to 19 July 2029 shall be RMB1,500,000,000.

The Directors confirm that the historical maximum daily amount of outstanding loans owed by Wuhan OVU to CEC Finance during the term of the 2024 Facility Agreement up to the date of this announcement has not exceeded the previous caps set thereunder.

In determining the New Caps, the Directors have taken into account the following:

(a) the historical maximum daily amount of outstanding loans owed by Wuhan OVU to CEC Finance. In particular, the historical maximum daily outstanding loans was RMB850,000,000.00, which indicated that the previous cap of RMB1,000,000,000 had been largely utilised. In view of the high utilisation rate, and given that the loans that were drawdown under the 2024 Facility Agreement will be governed under the 2026 Facility Agreement going forward, additional facility amount has been negotiated between the parties in order to provide more flexibility to Wuhan OVU for it to utilise the credit services under the 2026 Facility Agreement and satisfy its business needs;

(b) the bank balances and cash of Wuhan OVU Group as at 30 April 2026;

(c) the constant need for financing of Wuhan OVU; and

(d) the operation scale of the Wuhan OVU Group.

In light of the above, the Group expects that Wuhan OVU Group will continue to have a strong demand for secured loans, and therefore the New Caps of RMB1,500,000,000 (representing an increase of 50% from the previous caps under the 2024 Facility Agreement) for each of the three years ended 19 July 2029 have been set under the 2026 Facility Agreement.

INTERNAL CONTROL MEASURES

The Group has adopted the following internal control measures in relation to the utilisation of the Revolving Facility by Wuhan OVU:

(1) Wuhan OVU is required to obtain internal approval from the Company before entering into any Specific Agreement in relation to the Revolving Facility. Before entering into any Specific Agreement, Wuhan OVU will make enquiries with at least three major commercial banks about their offers (including interest rates) in respect of the credit facilities of the same tenor and type;

(2) regular checks will be conducted to review and assess whether the relevant continuing connected transactions are conducted in accordance with the terms of the Specific Agreement and the 2026 Facility Agreement and that the interest charged by CEC Finance for a transaction contemplated under a Specific Agreement is fair and reasonable;

(3) meetings of the finance department of the Company, with the attendance of audit, legal, finance and other related departments, will be convened on a monthly basis, to keep abreast of the Single Loan(s) granted by CEC Finance to Wuhan OVU and to reasonably formulate recommendations on financing arrangements of the Company for the next month, which shall also be reported to the management of the Company;

(4) the finance department of the Company will prepare half-year reports and annual reports in relation to the relevant transactions contemplated under the 2026 Facility Agreement. Such reports will be submitted to the Board regularly and be provided to the independent auditor of the Company for their review;

(5) the staff of the finance department will closely monitor each of the Single Loan(s) obtained by Wuhan OVU from CEC Finance and ensure that the interest paid for each Single Loan will not exceed the interest rate as specified in the corresponding Specific Agreement;

(6) to ensure proper and complete separation of duties, no common staff, senior management or director of the Group and CEC Finance (and its subsidiaries) will be involved in the internal control procedures. The Company will conduct an annual review of the above internal control measures and report the review results to the Board;

(7) the independent non-executive Directors and the independent auditor of the Company will conduct an annual review on the terms of the relevant transactions; and

(8) the Board will oversee the Company's internal control measures in relation to the 2026 Facility Agreement on an ongoing basis.

In light of the above, the Directors consider that the internal control mechanism is effective to ensure that the transactions contemplated under the 2026 Facility Agreement have been and will be conducted on normal commercial terms and not prejudicial to the interests of the Company and the Shareholders as a whole.

The Board considers that the internal control procedures adopted by Wuhan OVU in respect of the transactions contemplated under the 2026 Facility Agreement are appropriate and that they will give sufficient assurance to the Shareholders that the transactions under the 2026 Facility Agreement will be appropriately monitored by the Company.

REASONS FOR AND BENEFITS OF ENTERING INTO THE TRANSACTIONS

Wuhan OVU is principally engaged in (i) development, sales and leasing services of industrial park properties; and (ii) industrial park operation services (including design and construction services, property management services and digital park services, etc.) in the PRC. Wuhan OVU requires efficient and reliable credit facilities for its daily business operations for the purposes of obtaining services with regards to acceptance and payment of commercial bills of exchange, issuance of letters of guarantee, discounting of commercial bills of exchange, and other international trade finance services.

The Group has all along been obtaining loans from CEC Finance for the purpose of financing its operational needs. Having considered the previous satisfactory relationship with CEC Finance and the efficient and reliable credit facilities provided by CEC Finance under the 2024 Facility Agreement, and that CEC Finance is familiar with the financing needs, policies and operations of the Group and therefore can provide customised and high quality loan services to the Group, the Board is of the view that the entering into of the 2026 Facility Agreement would enable Wuhan OVU to continue to obtain a large credit line at an interest rate that is not higher than those offered by major commercial banks in the PRC of the same tenor and type, enhance the bargaining power of Wuhan OVU in obtaining external loans (if required) in the future, and hence lower its overall finance costs. Taking into consideration the constant need for financing of Wuhan OVU and to maintain its sufficient liquidity, the Board is of the view that the financing arrangement under the 2026 Facility Agreement is in line with the Group's plan to optimise its financing channels and fulfil its own funding needs.

In addition, as disclosed in this announcement, the aggregate appraised value of the assets over which security is created under the Charges is RMB712,087,774. Such assets were determined with reference to the ratio of their aggregate value to the maximum daily amount of outstanding loan (RMB1,500,000,000) under the 2026 Facility Agreement. The Board considers such security ratio to be in line with the general market standard in obtaining the relevant facility.

In light of the above, the Directors (excluding the independent non-executive Directors whose views will be given after taking into consideration the advice from the Independent Financial Adviser) consider that the Transactions have been negotiated on arm's length basis, are on normal commercial terms or better and in the ordinary and usual course of business of the Group, and the terms of the 2026 Facility Agreement, the Guarantee, the Charges, the transactions contemplated thereunder and the New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON CEC FINANCE AND ITS ULTIMATE BENEFICIAL OWNERS

CEC Finance is a company incorporated in the PRC with limited liability on 21 April 1988 and is principally engaged in the provision of various financial services such as deposit services, loan services and settlement services. CEC Finance is a non-wholly owned subsidiary of CEC and is, as at the date of this announcement, insofar as the Board is aware, held:

(1) as to approximately 85.84% by CEC;

(2) as to approximately 4.05% by 武漢中原電子集團有限公司 (Wuhan Zhongyuan Electronics Group Co., Ltd.*), which is indirectly wholly-owned by 中國長城科技集團股份有限公司 (China Greatwall Technology Group Co., Ltd.*), a company listed in the Shenzhen Stock Exchange (Stock Code: 000066), which is in turn controlled by CEC;

(3) as to approximately 3.53% by 中國電子進出口有限公司 (China Electronics Import and Export Company Limited*), which is indirectly wholly-owned by CEC;

(4) as to approximately 2.99% by 中國振華電子集團有限公司 (China Zhenhua Electronics Group Co., Ltd.*) ("**Zhenhua Electronics**"), which is in turn owned as to approximately 54.28% by CEC, as to approximately 31.30% by 貴州省黔晟國有資產經營有限責任公司 (Guizhou Qiansheng State-owned Assets Management Co., Ltd.*), as to approximately 10.60% by 中國中信金融資產管理股份有限公司 (China CITIC Financial Asset Management Co., Ltd.*) (formerly known as 中國華融資產管理股份有限公司 (China Huarong Asset Management Co., Ltd.*)), a company listed in the Stock Exchange (Stock Code: 2799), as to approximately 3.57% by 中國長城資產管理股份有限公司 (China Great Wall Asset Management Co., Ltd.*) and as to approximately 0.25% by 中國東方資產管理股份有限公司 (China Orient Asset Management Co., Ltd.*);

(5) as to approximately 1.60% by 中國振華(集團)科技股份有限公司 (China Zhenhua (Group) Science & Technology Co., Ltd.*), a company listed in the Shenzhen Stock Exchange (Stock Code: 000733), which is in turn controlled by Zhenhua Electronics;

(6) as to approximately 1.51% by 中電智能卡有限責任公司 (China Electronics Smart Card Co., Ltd.*), which is in turn ultimately owned by CEC as to approximately 60.47%, 公安部第一研究所 (First Research Institute of the Ministry of Public Security of the People's Republic of China*) as to approximately 37.20%, and Chongqing State-owned Assets Supervision and Administration Commission as to approximately 2.33%; and

(7) as to approximately 0.48% by 中國中電國際信息服務有限公司 (China Electronics International Information Service Company Limited*), which is indirectly wholly-owned by CEC.

CEC is a substantial shareholder of the Company and is a state-owned company whose ultimate beneficial owner is the State Council of the PRC. It is committed to establishing itself as a national leader of the network safety and informatisation industry, and regards network safety as its core business and core capacity. Its main business covers network security, new display, integrated circuits, high-tech electronics, information services and other electronic information industry fields featuring national strategy, foundation and guidance.

INFORMATION ON WUHAN OVU, HUANGSHI OVU, QINGDAO OVU AND THE GROUP

Wuhan OVU is principally engaged in (i) development, sales and leasing services of industrial park properties; and (ii) industrial park operation services (including design and construction services, property management services and digital park services etc.) in the PRC and is an indirect wholly owned subsidiary of the Company.

Huangshi OVU is principally engaged in development and infrastructure construction of industrial parks, real estate development and sales of commercial housing in the PRC and is an indirect wholly owned subsidiary of the Company.

Qingdao OVU is principally engaged in property development and different forms of construction work in the PRC and is an indirect wholly-owned subsidiary of the Company.

The Group is an industrial park integrated operation service provider in the PRC. Leveraging on the industrial resources of CEC and based on integrated life cycle operation services of the Group, the Group constructed an industrial medium that is "State enterprise-led and innovated by joint efforts by small, medium and big enterprises" to establish an industrial resource sharing platform that carries features such as industry clustering, intelligent service and investment networks.

LISTING RULES IMPLICATIONS

As at the date of this announcement, CEC indirectly holds 2,550,000,000 shares of the Company (representing approximately 34.42% of the issued share capital of the Company). Therefore, CEC is a substantial shareholder of the Company. CEC Finance, being a subsidiary of CEC, is therefore a connected person of the Company under the Rule 14A.07(4) of the Listing Rules. Accordingly, the transactions contemplated under the 2026 Facility Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio (as defined in the Listing Rules) calculated in accordance with the Listing Rules in respect of the New Caps is more than 5%, the Transactions are subject to reporting, announcement, annual review and the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Ms. Liu Bo and Mr. Zang Saijun, being non-executive Directors, had abstained from voting on the relevant Board resolutions to approve the 2026 Facility Agreement by reason of their respective positions in and/or relationship with the CEC Group. Save as disclosed and to the best knowledge of the Company having made all reasonable enquiries, no other Directors had any material interest in the 2026 Facility Agreement.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee comprising all independent non-executive Directors (namely, Mr. Qiu Hongsheng, Mr. Peng Weidong and Mr. Hu Lijun) has been established to advise the Independent Shareholders on whether or not the Transactions and the New Caps are conducted in the ordinary and usual course of business and on normal commercial terms or better, fair and reasonable and in the interests of the Company and the Shareholders of the Company as a whole.

Gram Capital has been appointed to advise the Independent Board Committee and the Independent Shareholders on the fairness and reasonableness of the Transactions and the New Caps.

DESPATCH OF CIRCULAR

A circular containing, among other things, (i) details of the 2026 Facility Agreement, the Guarantee, the Charges, and the transactions contemplated thereunder and the New Caps; (ii) a letter from the Independent Board Committee to the Independent Shareholders in respect of the Transactions and the New Caps; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Transactions and the New Caps; and (iv) a notice of the EGM, is expected to be despatched to the Shareholders on or before 29 June 2026 which is more than 15 business days after publication of this announcement as additional time is required by the Company to prepare the relevant information in the circular.

DEFINITIONS

In this announcement, unless otherwise defined, terms used herein shall have the following meanings:

"2024 Facility Agreement"	the comprehensive credit facility agreement dated 17 December 2024 entered into between Wuhan OVU and CEC Finance, details of which were disclosed in the announcement of the Company dated 17 December 2024
"2026 Facility Agreement"	the comprehensive credit facility agreement dated 9 June 2026 entered into between Wuhan OVU and CEC Finance in relation to the provision of the Revolving Facility by CEC Finance to Wuhan OVU, details of which are set out under the section headed "The 2026 Facility Agreement" in this announcement

"Availability Period"	from 20 July 2026 to 19 July 2027, being the period during which the Revolving Facility is made available to Wuhan OVU
"Board"	the board of Directors
"CEC"	中國電子信息產業集團有限公司 (China Electronics Corporation Limited*), a state-owned company established under the laws of the PRC and a substantial shareholder of the Company
"CEC Finance"	中國電子財務有限責任公司 (China Electronics Financial Co., Ltd.*), a company established under the laws of the PRC and a non-wholly owned subsidiary of CEC
"CEC Group"	CEC and its subsidiaries
"Charges"	collectively, the Huangshi OVU Charge, the Wuhan OVU Charge and the Qingdao OVU Charge
"Company"	China Electronics Optics Valley Union Holding Company Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Directors"	the directors of the Company
"EGM"	the extraordinary general meeting of the Company to be convened for the Independent Shareholders to consider and, if thought fit, to approve the Transactions and the New Caps
"Expiry Date"	has the meaning ascribed to it under the section headed "The 2026 Facility Agreement – Availability Period and term of the loans" in this announcement
"Group"	the Company and its subsidiaries
"Guarantee"	a guarantee provided by the Company in favour of CEC Finance, pursuant to which the Company agreed to guarantee the obligation of Wuhan OVU under the 2026 Facility Agreement up to a maximum principal amount of RMB1,500,000,000, details of which are set out under the section headed "Security Documents – 1. The Guarantee" in this announcement

"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Huangshi OVU"	Huangshi Optics Valley Union Development Co., Ltd.*(黃石光谷聯合發展有限公司), a limited liability company incorporated in the PRC on 24 January 2005 and a wholly-owned subsidiary of Wuhan OVU, and an indirect subsidiary of the Company
"Huangshi OVU Charge"	the charge granted by Huangshi OVU in favour of CEC Finance pursuant to the charge agreement dated 9 June 2026 entered into between Huangshi OVU and CEC Finance, details of which are set out under the section headed "Security Documents – 2. The Huangshi OVU Charge" in this announcement
"Independent Board Committee"	the independent committee of the Board comprising all independent non-executive Directors, namely Mr. Qiu Hongsheng, Mr. Peng Weidong and Mr. Hu Lijun, which is established to advise the Independent Shareholders in respect of the Transactions and the New Caps
"Independent Financial Adviser" or "Gram Capital"	Gram Capital Limited, a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), being the independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the Transactions and the New Caps
"Independent Shareholder(s)"	Shareholders who are not required to abstain from voting at the relevant general meeting of the Company to be held to consider, and if thought fit, approve the Transactions and the New Caps
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"New Caps"	the proposed new caps for the maximum daily amount of outstanding loans owed by Wuhan OVU to CEC Finance pursuant to the 2026 Facility Agreement as set out in the section headed "New Caps and basis of determination" in this announcement
"PRC"	the People's Republic of China

"Qingdao OVU"	Qingdao Optics Valley Union Development Co., Ltd.* (青島光谷聯合發展有限公司), a limited liability company incorporated in the PRC on 1 September 2011 and a wholly-owned subsidiary of Wuhan OVU, and an indirect subsidiary of the Company
"Qingdao OVU Charge"	the charge granted by Qingdao OVU in favour of CEC Finance pursuant to the charge agreement dated 9 June 2026 entered into between Qingdao OVU and CEC Finance, details of which are set out under the section headed "Security Documents – 4. The Qingdao OVU Charge" in this announcement
"Revolving Facility"	a revolving loan facility of up to RMB1,500,000,000 to be made available by CEC Finance to Wuhan OVU pursuant to the 2026 Facility Agreement
"RMB"	Renminbi, the lawful currency of the PRC
"Shares"	ordinary shares of HK$0.10 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the share(s) of the Company
"Single Loan(s)"	has the meaning ascribed to it under the section headed "The 2026 Facility Agreement – Other terms" in this announcement
"Specific Agreement(s)"	has the meaning ascribed to it under the section headed "The 2026 Facility Agreement – Other terms" in this announcement
"sq.m."	square metres
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Transactions"	the entering into of the 2026 Facility Agreement, the Guarantee, the Charges and the transactions contemplated thereunder
"Wuhan OVU"	武漢光谷聯合集團有限公司 (Wuhan Optics Valley Union Group Company Limited*), a limited liability company incorporated in the PRC on 24 July 2000 and an indirect wholly-owned subsidiary of the Company

"Wuhan OVU Charge"	the charge granted by Wuhan OVU in favour of CEC Finance pursuant to the charge agreement dated 9 June 2026 entered into between Wuhan OVU and CEC Finance, details of which are set out under the section headed "Security Documents – 3. The Wuhan OVU Charge" in this announcement
"Wuhan OVU Group"	Wuhan OVU and its subsidiaries
"%"	per cent.

By Order of the Board
China Electronics Optics Valley Union Holding Company Limited
Liu Bo
Chairman

Wuhan, Hubei, the People's Republic of China
9 June 2026

As at the date of this announcement, the directors of the Company are Ms. Liu Bo (Chairman), Mr. Zhang Jie, Mr. Hu Bin, Ms. Zeng Yumei and Mr. Zang Saijun as non-executive Directors; Mr. Qiu Hongsheng, Mr. Peng Weidong and Mr. Hu Lijun as independent non-executive Directors; Mr. Huang Liping as executive Director (President).

* *For identification purposes only*