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CHINA CHENG TONG DEVELOPMENT GROUP LIMITED

中國誠通發展集團有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 217)

**MAJOR TRANSACTION –
SALE AND LEASEBACK ARRANGEMENTS**

A letter from the Board is set out from pages 7 to 21 of this circular.

20 July 2026

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DEFINITION

In this circular, the following expressions have the meanings set out below unless the context requires otherwise:

“Board”	means the board of Directors
“CCHG”	means China Chengtong Holdings Group Limited, a state-owned enterprise established in the PRC with limited liability and the ultimate holding company of the Company
“CCHK”	means China Chengtong Hong Kong Company Limited, a company incorporated in Hong Kong with limited liability and the controlling shareholder of the Company as at the Latest Practicable Date
“Chengtong Financial Leasing”	means Chengtong Financial Leasing Company Limited, a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“China Huadian”	means China Huadian Corporation Ltd., a state-owned enterprise established in the PRC with limited liability
“close associate(s)”	has the meaning ascribed to it under the Listing Rules
“Company”	means China Chengtong Development Group Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“Datang”	means Zhejiang Datang Light-Textile Industry Wayecheng Co., Ltd., a state-owned enterprise established in the PRC with limited liability
“Datang Leased Assets”	means equipment such as variable-frequency water supply circulation equipment, HVAC equipment and power distribution facilities equipment, etc.
“Datang Leased Assets Valuation Report”	means the valuation report issued by the Valuer in respect of the value of the Datang Leased Assets as at 12 June 2026, which will expire on 11 June 2027
“Datang Sale and Leaseback Agreements”	means, collectively, three (3) sets of the following agreements in respect of the Datang Leased Assets dated 26 June 2026 and signed between Chengtong Financial Leasing and Datang:

DEFINITION

	(1) leaseback assets transfer agreements; and
	(2) finance lease agreements (sale and leaseback)
“Datang Sale and Leaseback Arrangement”	means the purchase of the Datang Leased Assets by Chengtong Financial Leasing from Datang and the leaseback of the Datang Leased Assets to Datang pursuant to the terms of the Datang Sale and Leaseback Agreements
“Director(s)”	means the director(s) of the Company
“Group”	means the Company and its subsidiaries as at the date of this circular
“Guarantor I”	means Zhuji City High-tech Industry Investment Group Co., Ltd., a state-owned enterprise established in the PRC with limited liability
“Guarantor II”	means Jinneng Holding Shanxi Electric Power Co., Ltd., a state-owned enterprise established in the PRC with limited liability
“Guarantors”	means, collectively, Guarantor I and Guarantor II
“HK\$”	means Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Honggeer”	means Inner Mongolia Huadian Honggeer New Energy Co., Ltd., a state-owned enterprise established in the PRC with limited liability
“Honggeer Leased Assets”	means certain photovoltaic power generation equipment
“Honggeer Leased Assets Valuation Report”	means the valuation report issued by the Valuer in respect of the value of the Honggeer Leased Assets as at 4 June 2026, which will expire on 3 June 2027
“Honggeer Sale and Leaseback Agreements”	means, collectively, three (3) sets of the following agreements in respect of the Honggeer Leased Assets dated 2 July 2026 and signed between Chengtong Financial Leasing and Honggeer: (1) leaseback assets transfer agreements; and (2) finance lease agreements (sale and leaseback)

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“Honggeer Sale and Leaseback Arrangement”	means the purchase of the Honggeer Leased Assets by Chengtong Financial Leasing from Honggeer and the leaseback of the Honggeer Leased Assets to Honggeer pursuant to the terms of the Honggeer Sale and Leaseback Agreements
“Independent Third Party(ies)”	means third party(ies) independent of the Company and its connected persons (having the meaning ascribed to it under the Listing Rules)
“Latest Practicable Date”	means 15 July 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Lease Term”	means the lease term under the Sale and Leaseback Agreements
“Leased Assets”	means the Datang Leased Assets, the Honggeer Leased Assets and/or the Wangping Leased Assets (as the case may be)
“Leased Assets Valuation Reports”	means, collectively, the Datang Leased Assets Valuation Report and the Honggeer Leased Assets Valuation Report
“Lessee(s)”	means Datang, Honggeer and/or Wangping (as the case may be)
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“LPR”	means the one (1)-year or five (5)-year loan prime rate as promulgated by the National Interbank Funding Center under the authority of the People’s Bank of China
“PRC”	means the People’s Republic of China which, for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan

DEFINITION

“Previous Huadian Transactions”

means, collectively, the following transactions previously entered into by Chengtong Financial Leasing:

- (1) the sale and leaseback arrangement entered into with Sichuan Luzhou Chuannan Power Generation Co., Ltd., the details of which are set out in the announcement of the Company dated 17 November 2023 and the circular dated 15 December 2023;
- (2) the sale and leaseback arrangement entered into with Huadian Datong New Energy Co., Ltd., the details of which are set out in the announcement of the Company dated 16 October 2025;
- (3) the sale and leaseback arrangement entered into with Bayannur Jianji Zhongyan Wind Power Generation Co., Ltd., the details of which are set out in the announcement of the Company dated 21 October 2025 and the circular dated 12 November 2025;
- (4) the sale and leaseback arrangement entered into with Xinjiang Huadian Xinte Energy Co., Ltd., the details of which are set out in the announcement of the Company dated 13 November 2025 and the circular dated 15 December 2025;
- (5) the sale and leaseback arrangement entered into with Inner Mongolia Huadian Bayin Wind Power Generation Co., Ltd., the details of which are set out in the announcement of the Company dated 17 December 2025 and the circular dated 16 January 2026;
- (6) the sale and leaseback arrangement entered into with Huadian Datong New Energy Co., Ltd., the details of which is set out in the announcement of the Company dated 13 January 2026 and the circular dated 13 February 2026;
- (7) the sale and leaseback arrangement entered into with Huadian Datong New Energy Co., Ltd., the details of which are set out in the announcement of the Company dated 13 April 2026 and the circular dated 21 May 2026; and

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(8)	the sale and leaseback arrangement entered into with Inner Mongolia Huadian Bayin Wind Power Generation Co., Ltd., the details of which are set out in the announcement of the Company dated 17 April 2026 and the circular dated 21 May 2026
“Previous Transaction I”	means the sale and leaseback arrangement entered into between Chengtong Financial Leasing and Zhuji Transportation and Logistics Co., Ltd., the details of which are set out in the announcement of the Company dated 22 December 2025 and the circular dated 16 January 2026
“Previous Transaction II”	means the sale and leaseback arrangement entered into between Chengtong Financial Leasing and Datang Huayin Youxian Energy Co., Ltd., the details of which are set out in the announcement of the Company dated 22 December 2025
“Previous Transactions”	means, collectively, Previous Huadian Transactions, Previous Transaction I and Previous Transaction II
“Purchase Price”	means the consideration payable by Chengtong Financial Leasing for the purchase of the relevant Leased Assets from the relevant Lessee(s)
“RMB”	means Renminbi, the lawful currency of the PRC
“Sale and Leaseback Agreements”	means, collectively, the Datang Sale and Leaseback Agreements, the Honggeer Sale and Leaseback Agreements and the Wangping Sale and Leaseback Agreements
“Sale and Leaseback Arrangements”	means, collectively, the Datang Sale and Leaseback Arrangement, the Honggeer Sale and Leaseback Arrangement and the Wangping Sale and Leaseback Arrangement
“SASAC”	means the State-owned Assets Supervision and Administration Commission
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shareholder(s)”	means the shareholder(s) of the Company
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Valuer”	means Jiangsu Zhongmao Land and Real Estate Appraisal and Cost Consulting Co., Ltd., a qualified independent valuer in the PRC

DEFINITION

“Wangping”	means Jinkong Electric Shanxi Guodian Wangping Power Generation Co., Ltd., a state-owned enterprise established in the PRC with limited liability
“Wangping Leased Assets”	means certain thermal power generation equipment, including electric feed water pump, power distribution equipment, primary coal crusher etc.
“Wangping Sale and Leaseback Agreements”	means, collectively, three (3) sets of the following agreements in respect of the Wangping Leased Assets dated 26 June 2026 and signed between Chengtong Financial Leasing and Wangping: (1) leaseback assets transfer agreements; and (2) finance lease agreements (sale and leaseback)
“Wangping Sale and Leaseback Arrangement”	means the purchase of the Wangping Leased Assets by Chengtong Financial Leasing from Wangping and the leaseback of the Wangping Leased Assets to Wangping pursuant to the terms of the Wangping Sale and Leaseback Agreements
“%”	means per cent.

In this circular, amounts quoted in RMB have been converted into HK\$ at the rate of RMB1.00 to HK\$ 1.15. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

The English names of all PRC entities in this circular are for identification purpose only.

LETTER FROM THE BOARD



CHINA CHENGTONG DEVELOPMENT GROUP LIMITED

中國誠通發展集團有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 217)

Non-Executive Director:

Sun Jie (*Chairlady*)

Executive Directors:

Chen Jianying

Bai Chunrui

Independent Non-Executive Directors:

Lee Man Chun, Tony

He Jia

Liu Lei

Registered address and principal place

of business in Hong Kong:

22/F., Li Po Chun Chambers

189 Des Voeux Road Central

Hong Kong

20 July 2026

To the Shareholders

Dear Sir/Madam,

MAJOR TRANSACTION – SALE AND LEASEBACK ARRANGEMENTS

1. INTRODUCTION

Reference is made to the announcements of the Company dated 26 June 2026 and 2 July 2026 in respect of the Sale and Leaseback Arrangements.

The purpose of this circular is to provide you with (i) information on the Sale and Leaseback Arrangements; and (ii) other information required to be disclosed under the Listing Rules.

LETTER FROM THE BOARD

2. MAJOR TRANSACTION

(A) Sale and Leaseback Arrangements

Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into (i) the Datang Sale and Leaseback Agreements with Datang and the Wangping Sale and Leaseback Agreements with Wangping on 26 June 2026, respectively, and (ii) the Honggeer Sale and Leaseback Agreements with Honggeer on 2 July 2026, pursuant to which Chengtong Financial Leasing will purchase the relevant Leased Assets from the Lessee(s) and will lease the relevant Leased Assets back to the Lessee(s) for the respective Lease Term, subject to early termination in accordance with the terms and conditions of the relevant Sale and Leaseback Agreements. The major terms of the Sale and Leaseback Arrangements are set out below.

Subject Matter

In each of the Sale and Leaseback Arrangements, subject to the fulfilment of the conditions as set out in the relevant Sale and Leaseback Agreements, Chengtong Financial Leasing will purchase the relevant Leased Assets from the relevant Lessee(s) and such Leased Assets will be leased back to the relevant Lessee(s) for the Lease Term of two (2) or three (3) or four (4) years, commencing from the date on which the Purchase Price in respect of the relevant Leased Assets is paid by Chengtong Financial Leasing, subject to early termination in accordance with the terms and conditions of the relevant Sale and Leaseback Agreements.

The conditions as stipulated in the Sale and Leaseback Agreements include the following:

- (i) the signing and coming into effect of the relevant leaseback assets transfer agreements;
- (ii) the signing of the relevant finance lease agreements (sale and leaseback) and all related agreements, appendices, confirmations and all other legal documents;
- (iii) Chengtong Financial Leasing having received from the relevant Lessee(s) all documents and information that are required to be provided to Chengtong Financial Leasing and that comply with Chengtong Financial Leasing's requirements;
- (iv) the provision of all necessary documents and information by the relevant Lessee(s) evidencing its ownership in the relevant Leased Assets;
- (v) the full payment of security money (if applicable) by the relevant Lessee(s);
- (vi) the obtaining of all necessary approvals by the relevant Lessee(s) in relation to the relevant Sale and Leaseback Arrangements;
- (vii) if applicable, the signing and the coming into effect of the relevant security agreements and the completion of security registration of the relevant collateral;

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(viii) if applicable, the purchase of insurance in respect of the relevant Leased Assets in accordance with the terms of the relevant Sale and Leaseback Agreements by the relevant Lessee(s), as well as the signing and coming into effect of the insurance contracts; and

(ix) any other condition(s) as may be required by Chengtong Financial Leasing.

If any of the conditions under the Sale and Leaseback Agreements is not satisfied on or before 30 September 2026 or 31 December 2026 or 30 June 2027, Chengtong Financial Leasing shall have the right to unilaterally terminate the Sale and Leaseback Agreements.

All the conditions under the Sale and Leaseback Agreements have been satisfied.

Purchase Price

The Purchase Price was agreed between Chengtong Financial Leasing and the relevant Lessee(s) with reference to the net book value or the appraised value of the relevant Leased Assets as assessed by way of cost method by the Valuer. A discount was applied to the net book value or the appraised value after considering factors such as the nature of the relevant Leased Assets, their resale potential and the associated costs. The agreed discount balanced the assets' value with the overall economics and risk profile of the Sale and Leaseback Arrangements. The Board believes that the discount arrangement applied to the Sale and Leaseback Agreements is fair and reasonable and in the interests of the Company and its shareholders as a whole, for it ensures that the purchase price (i.e. the principal) will not exceed the value of the relevant leased assets. The discount percentage is determined based on factors such as the nature, the remaining useful life, the difficulty of liquidating, and the resale price of the relevant leased assets, etc.

In appraising the value of the relevant Leased Assets, the Valuer had also considered (i) the market approach, which appraises the value of an appraised asset by comparing the appraised asset with comparable assets in the market based on market prices; and (ii) the income approach, which calculates the value of an appraised asset by estimating the expected future earnings of the appraised asset and converting into the present value with the appropriate discounted rate. Since (i) there is a lack of open active market for the relevant Leased Assets and a lack of information about comparable transactions of similar assets and (ii) it is hard to estimate the income of the relevant Leased Assets on a standalone basis, both the market approach and the income approach were considered inappropriate methods for assessing the fair value of the relevant Leased Assets. In accordance with the relevant procedures for the valuation of assets, the Valuer adopted the cost method taking into account the factors affecting the valuation of the relevant Leased Assets.

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The cost method, being adopted by the Valuer for the valuation of the relevant Leased Assets, is a method determining the value of an appraised asset by multiplying the replacement cost of the appraised asset by its newness rate. The value of the appraised asset is first to be obtained by estimating the replacement cost of the appraised asset, followed by deducting various estimated depreciation factors that currently exist in the appraised asset. The replacement cost is determined on the basis of the current market value of the appraised asset on the appraisal date, while the newness rate is determined through an on-site inspection and calculation and analysis based on technical and economic factors.

Based on the valuation, the total appraised replacement cost of the relevant Leased Assets was determined by aggregating the replacement cost of each of the Leased Assets. The replacement cost of each individual Leased Assets, where applicable, is composed of the necessary and reasonable costs incurred in purchasing the assets.

The newness rate of the appraised asset is determined after taking into account the economic life of the appraised asset, the remaining service life of the appraised asset and the status of the appraised asset through an on-site inspection.

Based on the above-mentioned, the total appraised value of the relevant Leased Assets is calculated by multiplying the total replacement cost of the relevant Leased Assets by the relevant newness rate of the relevant Leased Assets.

The appraised value of the relevant Leased Assets in both the Datang Sale and Leaseback Arrangement and the Honggeer Sale and Leaseback Arrangement and the key parameters used in the appraisals are summarised as follows:

	Datang Sale and Leaseback Arrangement	Honggeer Sale and Leaseback Arrangement
Assessment base date	12 June 2026	4 June 2026
Appraised value of the relevant Leased Assets	approximately RMB314.92 million (equivalent to approximately HK\$362.16 million)	approximately RMB61 million (equivalent to approximately HK\$70.15 million)
Total appraised replacement cost of the relevant Leased Assets	approximately RMB423.44 million (equivalent to approximately HK\$486.96 million)	approximately RMB132.46 million (equivalent to approximately HK\$152.33 million)
Newness rate of the relevant Leased Assets	approximately 74.37%	approximately 46.05%

LETTER FROM THE BOARD

	Datang Sale and Leaseback Arrangement	Honggeer Sale and Leaseback Arrangement
The valuation assumptions as set out in the Leased Assets Valuation Reports	(i) there are no significant errors in the content, quantity and book value of the assets declared by the property rights holder. There is no dispute over the ownership of the appraised assets, and the intrinsic quality of the appraised assets is intact; (ii) there is no material adjustment/change in (1) the relevant policies and regulations; (2) the social environment in the future; and (3) the relevant national laws, regulations and policies in the future; and (iii) it is assumed that the management of the enterprise being appraised has fulfilled its obligations responsibly for the operation of the enterprise and has effectively managed the relevant assets in a competent manner. The appraised enterprise has not violated any relevant national laws and regulations during its operation.	

The Board noted that if there is any deviation from the above assumptions, the valuation results may differ and has reviewed the Leased Assets Valuation Report and considered the valuation methods and assumptions adopted. The Board is of the view that the valuation method in respect of the relevant Leased Assets is reasonable and the assumptions adopted are general assumptions commonly adopted in assets valuation in the PRC. Therefore, the Board considers that the appraised value of the relevant Leased Assets is fair and reasonable.

Under Datang Sale and Leaseback Agreements and Wangping Sale and Leaseback Agreements, considering that Datang Leased Assets and Wangping Leased Assets are primarily variable-frequency water supply circulation equipment, HVAC equipment, power distribution facilities, and certain thermal power generation equipment, which are durable in nature with a relatively short service life, thus a relatively conservative discount percentage is applied to the appraised value or the net book value of the Datang Leased Assets and Wangping Leased Assets.

In terms of the Honggeer Leased Assets under Honggeer Sale and Leaseback Agreements, since the Honggeer Leased Assets have been in use for a considerable period of time (approximately 12 years), a relatively high discount percentage is applied to the appraised value of the Honggeer Leased Assets.

In view of the above, the Board considers that the discount percentage applied to the appraised value of the Leased Assets are fair and reasonable.

LETTER FROM THE BOARD

The Leased Assets are not revenue generating assets with identifiable income stream.

The Purchase Price has been/will be satisfied by the general working capital of the Group.

Legal title

Chengtong Financial Leasing owns the legal title of the Leased Assets during the Lease Term.

Lease payment

The total amount of lease payment over the relevant Lease Term in respect of the relevant Sale and Leaseback Arrangements shall be paid by the relevant Lessee(s) to Chengtong Financial Leasing in accordance with the payment schedule as set out in the relevant Sale and Leaseback Agreements, and represents the sum of the relevant lease principal amount (being the amount of relevant Purchase Price to be paid by Chengtong Financial Leasing) and the relevant lease interest.

The lease interest will be calculated on the then outstanding lease principal amount with a floating interest rate to be determined at fixed premium/discount over the LPR. In determining the lease interest rate, Chengtong Financial Leasing will assess on a case-by-case basis taking into account factors including the background including shareholding structure, financial condition, credit profile (such as any track record in default payment) of the Lessee, the duration of the lease term, the principal amount of the lease, the value of the leased assets and whether any guarantee may be provided by the lessee or its holding company. For each Sale and Leaseback Arrangement, Chengtong Financial Leasing shall ensure that the return rate complies with the Company's internal guidelines for the types of projects to be developed and the minimum rates of return. These internal guidelines impose respective pricing standards across specific industries based on market research and prevailing market conditions for financial leasing. The internal guidelines are also reviewed by the Company regularly to consider if adjustment to the minimum return rate is necessary and to ensure they align with industry practices and market standards with the prerequisite that the sum of total lease payments to be received by the Group under each Sale and Leaseback Arrangements shall also not be less than the cost of financing incurred by the Group for the respective Sale and Leaseback Arrangement. The Company confirms that the return rate for each Sale and Leaseback Arrangement meets the applicable minimum return rate under the Company's internal pricing guidelines and is not lower than the Group's cost of financing for the relevant arrangement.

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For Datang Sale and Leaseback Agreements, Datang is indirectly wholly-owned by the Guarantor I, which is controlled by State-owned Assets Supervision and Administration Office of the People's Government of Zhuji City. Considering that the Group had a relatively short business relationship with Datang with a relatively longer lease term of three years, thus a slightly higher interest rate, which includes a premium to the LPR, is required.

For Wangping Sale and Leaseback Agreements, Wangping is owned as to (i) 60% by the Guarantor II; (ii) 40% by GD Power Development Co., Ltd., whose A shares are listed on the Shanghai Stock Exchange (stock code: 600795.SH), and its ultimate controller is SASAC of the State Council. Considering that the Group had a relatively short business relationship with Wangping with a relatively long lease term of four years and a relatively large purchase amounts, thus a five-year LPR is applied to lower the fluctuation risk. In this regard, although a discount is applied to the five-year LPR, the effective interest is still higher than the one-year LPR and represents a premium to the cost of financing for the relevant arrangement by the Company. What's more, as disclosed by GD Power Development Co., Ltd. in its annual report for the year ended 31 December 2025, GD Power Development Co., Ltd. recorded an operating revenue of approximately RMB170.2 billion, with a total assets of RMB520.2 billion as of 31 December 2025 and a net cash flow from operating activities of RMB53.7 billion throughout the year 2025. Overall, the Board confirms that the arrangement is consistent with the Company's ordinary pricing policy, internal controls, industry standards, and in line with the actual conditions of the Wangping Sale and Leaseback Agreements, and that the terms of the Wangping Sale and Leaseback Agreements (including the lease interest rates) are on normal commercial terms and are fair and reasonable.

For Honggeer Sale and Leaseback Agreements, it is noted that Honggeer is an indirect wholly-owned subsidiary of Huadian New Energy Group Corporation Limited ("**Huadian New Energy**"), which is a joint stock limited company established in the PRC, whose A Shares are listed on the Shanghai Stock Exchange (stock code: 600930.SH). Also, as disclosed in its annual report for the year ended 31 December 2025, Huadian New Energy recorded operating revenue of approximately RMB38.98 billion and total assets of RMB518.12 billion as of 31 December 2025 with positive net cash flow from operating activities throughout the year 2025. In addition, considering that the Group had entered into sale and leaseback transaction with Huadian New Energy for a number of years and it had a track record of repayment on time, that the subject Leased Assets worth 1 to 1.8 times of the purchase price (or the lease principal amount) and that the Lease Term is rather typical of two years, the Board considered that the credit risk is relatively low. Although the effective interest rate represents a discount to the LPR, it exceeds the minimum return rate imposed by the Company's internal guidelines and represents a premium to the cost of financing for the relevant arrangement by the Company. The Board confirms that the arrangement is consistent with the Company's ordinary pricing policy and historical practice in its ordinary course of financial leasing business and that the terms of the Honggeer Sale and Leaseback Agreements (including the lease interest rates) are on normal commercial terms and are fair and reasonable.

LETTER FROM THE BOARD

The interest rate will be subject to review on 1 January every year. In the event that the LPR changes, the lease interest rate will be adjusted to a rate at the aforesaid fixed premium/discount over the new LPR, except in the case where the Lessee(s) has an overdue lease payment and has not paid all overdue payments and liquidated damages, the interest rate to be applied will not be adjusted when the LPR is reduced. The aforesaid adjustment to LPR provides for a mechanism to Chengtong Financial Leasing to adjust the amount of lease payments payable to Chengtong Financial Leasing in case the interest rates in the PRC fluctuates in the future during the term of the relevant Sale and Leaseback Arrangement.

In view of the above, the Board considers that the interest rate which is calculated with reference to the LPR is fair and reasonable and is in the interests of the Company and the Shareholders as a whole.

Service Fee

Datang shall pay a one-off service fee to Chengtong Financial Leasing for the preliminary services provided by Chengtong Financial Leasing in respect of the Datang Sale and Leaseback Arrangement. Such services include the provision of corporate finance consulting services, including but not limited to advising Datang on strategic analysis, investment and financing channels and models, as well as macroeconomic and market research. The service fee is non-refundable.

The lease payment and service fee (if any) applicable to the Sale and Leaseback Arrangements have been agreed between the parties after arm's length negotiation and taking into account a number of factors, such as the amount of lease principal, the lease term, the overall return rate attained by the Group having considered the amount of lease interests, the Service Fee and the prevailing market conditions.

Guarantee

Each of the Guarantors has provided a guarantee in favour of Chengtong Financial Leasing for all amounts payable by Datang and Wangping under the Datang Sale and Leaseback Agreements and the Wangping Sale and Leaseback Agreements, including but not limited to liquidated damages, outstanding and prospective lease payments, repurchase price and other payables. The guarantee is irrevocable and continuing in nature.

Guarantor I

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, (i) Guarantor I is wholly owned by Zhuji State-owned Assets Operation Co., Ltd., whose ultimate controller is the State-owned Assets Supervision and Administration Office of the People's Government of Zhuji City; (ii) Guarantor I and its ultimate beneficial owner are Independent Third Parties; and (iii) Guarantor I is principally engaged in the business of investment, sales of construction materials, metal products and metal materials, etc.

LETTER FROM THE BOARD

Guarantor II

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, (i) Guarantor II is a joint stock limited company established in the PRC, whose A shares are listed on the Shenzhen Stock Exchange (stock code: 000767.SZ), whose single largest shareholder is Jinneng Holding Group Co., Ltd., whose ultimate controller is SASAC of The People's Government of Shanxi Province; (ii) Guarantor II and its ultimate beneficial owner are Independent Third Parties; and (iii) Guarantor II is principally engaged in the business of power supply; production and sale of electricity products and heat products, etc.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, there is, and in the past twelve months, there has been, no material loan arrangement between (a) the Company, any connected person at the Company's level, and/or any connected person at the subsidiary level (to the extent that such subsidiary/ subsidiaries is/are involved in the transactions); and (b) the Guarantors, their directors and legal representatives and any ultimate beneficial owner(s) of the Lessee(s) who can exert influence on the transactions.

In terms of the guarantee, the Company assesses on a case-by-case basis for each sale and leaseback arrangement whether a guarantee from the lessee's holding company is required. Factors considered by the Company include but not limited to: (i) the lessee's background (including the nature of the enterprise, and its business and financial performance); (ii) the principal amount involved; and (iii) the past repayment history of the lessee and its related parties.

In this regard, as both Datang and Wangping are local state-owned enterprises and the purchase price of each is substantial (both RMB300 million), thus the guarantees from their respective controlling shareholders are required. On the other hand, Honggeer, being a subsidiary of a central state-owned enterprise with a relatively small amount of purchase price under its Sale and Leaseback Agreements, the Company considered that an additional guarantee is not required.

The Board also note that the Honggeer Sale and Leaseback Arrangement is not unsecured, since Honggeer has transferred the legal title of the Honggeer Leased Assets to Chengtong Financial Leasing, which effectively serves as collateral. Therefore, even without a guarantee, the Honggeer Sale and Leaseback Arrangement is not without security. Furthermore, the Company will monitor, among others, the financial conditions of Honggeer and request additional guarantees or other securities from Honggeer as and when the Company considers necessary.

Lessee's right to repurchase the Leased Assets

Upon the relevant Lessee(s) having paid all the lease payments and other payables (if any) to Chengtong Financial Leasing in accordance with the terms of the relevant Sale and Leaseback Agreements, the relevant Lessee(s) shall have the right to repurchase the relevant Leased Assets under the relevant Sale and Leaseback Agreements at nominal consideration.

LETTER FROM THE BOARD

Credit enhancement measures

Depending on the overall risks associated with a sale and leaseback arrangement, Chengtong Financial Leasing may request appropriate credit enhancement measure(s) on a case-by-case basis. Chengtong Financial Leasing will monitor, among others, the financial conditions of the lessee(s) and the security provider(s) (if any) from time to time and may request the lessee(s) to provide security such as the payment of security money and the provision of corporate guarantee to safeguard its interests as the lessor as and when Chengtong Financial Leasing considers necessary.

The Board considers that the existing credit enhancement measure is sufficient to safeguard the interests of the Company and the Shareholders.

Material terms of the Sale and Leaseback Agreements

The general terms and conditions of the Sale and Leaseback Agreements are similar. The respective key terms are summarised as follows:

	Datang Sale and Leaseback Agreements	Wangping Sale and Leaseback Agreements	Honggeer Sale and Leaseback Agreements
Date of the relevant Sale and Leaseback Agreements	26 June 2026	26 June 2026	2 July 2026
Lessee(s)	Datang	Wangping	Honggeer
Leased Assets	equipment such as variable-frequency water supply circulation equipment, HVAC equipment and power distribution facilities equipment, etc.	certain thermal power generation equipment, including electric feed water pump, power distribution equipment, primary coal crusher etc.	certain photovoltaic power generation equipment
Purchase Price	RMB300 million (equivalent to HK\$345 million)	RMB300 million (equivalent to HK\$345 million)	RMB50 million (equivalent to HK\$57.50 million)

LETTER FROM THE BOARD

	Datang Sale and Leaseback Agreements	Wangping Sale and Leaseback Agreements	Honggeer Sale and Leaseback Agreements
Discount percentage	approximately 4.74% (for the purchase price represents approximately 95.26% of the appraised value of the leased assets)	approximately 1.51% (for the purchase price represents approximately 98.49% of the net book value of the leased assets)	approximately 18.03% (for the purchase price represents approximately 81.97% of the appraised value of the leased assets)
Basis of Purchase Price	the appraised value of the Datang Leased Assets of approximately RMB314.92 million (equivalent to approximately HK\$362.16 million)	the net book value of the Wangping Leased Assets of approximately RMB304.59 million (equivalent to approximately HK\$350.28 million)	the appraised value of the Honggeer Leased Assets of approximately RMB61 million (equivalent to approximately HK\$70.15million)
Lease Term	three (3) years	four (4) years	two (2) years
Lease Payments	approximately RMB317.33 million (equivalent to approximately HK\$364.93 million), payable by Datang to Chengtong Financial Leasing in twelve (12) quarterly instalments during the Lease Term	approximately RMB322.05 million (equivalent to approximately HK\$370.36 million), payable by Wangping to Chengtong Financial Leasing in sixteen (16) quarterly instalments during the Lease Term	approximately RMB51.80 million (equivalent to approximately HK\$59.57 million), payable by Honggeer to Chengtong Financial Leasing in four (4) semi-annual instalments during the Lease Term
Service Fee	RMB7.5 million (equivalent to approximately HK\$8.63 million)	Nil	Nil
Nominal consideration for repurchase of the Leased Assets	RMB3.00 (equivalent to HK\$3.45)	RMB3.00 (equivalent to HK\$3.45)	RMB3.00 (equivalent to HK\$3.45)

LETTER FROM THE BOARD

	Datang Sale and Leaseback Agreements	Wangping Sale and Leaseback Agreements	Honggeer Sale and Leaseback Agreements
Estimated income	approximately RMB24.83 million (equivalent to approximately HK\$28.55 million)	approximately RMB22.05 million (equivalent to approximately HK\$25.36 million)	approximately RMB1.80 million (equivalent to approximately HK\$2.07 million)

Having considered the above factors in the specific circumstances of the Sale and Leaseback Arrangements, the Board considers that the terms of the Sale and Leaseback Agreements are fair and reasonable which are on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

(B) Information of the Lessees

Datang

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, and based on the information publicly available as of the date of the Latest Practicable Date, (i) Datang is indirectly wholly-owned by the Guarantor I; (ii) Datang and its ultimate beneficial owner are Independent Third Parties; and (iii) Datang is principally engaged in the business of management and leasing of procurement centre, logistics centre and shopping centre for socks and textile raw materials.

Wangping

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, and based on the information publicly available as of the Latest Practicable Date, (i) Wangping is owned as to (a) 60% by the Guarantor II; (b) 40% by GD Power Development Co., Ltd., whose A shares are listed on the Shanghai Stock Exchange (stock code: 600795.SH), and its ultimate controller is SASAC of the State Council; (ii) Wangping and its ultimate beneficial owner are Independent Third Parties; and (iii) Wangping is principally engaged in the business of power sales; power technology consultation, services and comprehensive utilization, etc.

LETTER FROM THE BOARD

Honggeer

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, and based on the information publicly available as of the Latest Practicable Date, (i) Honggeer is an indirect wholly-owned subsidiary of Huadian New Energy, which is a joint stock limited company established in the PRC, whose A Shares are listed on the Shanghai Stock Exchange (stock code: 600930.SH), whose first and second largest shareholders are Fujian Huadian Furui Energy Development Co. Ltd. (which held 45.22% therein) and Huadian Power International Corporation Limited (which held 26.78% therein, and whose A shares and H shares are listed on the Shanghai Stock Exchange (stock code: 600027.SH) and the Stock Exchange (stock code: 1071.HK), respectively). Fujian Huadian Furui Energy Development Co. Ltd. and Huadian Power International Corporation Limited are subsidiaries of China Huadian, which is wholly owned by SASAC; (ii) Honggeer and its ultimate beneficial owners are Independent Third Parties; and (iii) Honggeer is principally engaged in the business of the development, investment, construction and operation management of wind power generation and photovoltaic power generation projects, etc.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, save as the Previous Transactions, there is, and in the past twelve months, there has been, no material loan arrangement between (a) the Company, any connected person at the Company's level, and/or any connected person at the subsidiary level (to the extent that such subsidiary/subsidiaries is/are involved in the transactions); and (b) the Lessee(s), its directors and legal representatives and any ultimate beneficial owner(s) of the Lessee(s) who can exert influence on the transactions.

(C) Reasons for and Benefits of the Sale and Leaseback Arrangement

The Group is principally engaged in leasing, property development and investment, marine recreation services and hotel business. The Group's leasing business is mainly carried out through Chengtong Financial Leasing as its principal business.

The entering into of the Sale and Leaseback Arrangements is in the ordinary and usual course of business of Chengtong Financial Leasing and it is expected that Chengtong Financial Leasing will earn an aggregate income of approximately RMB48.68 million (equivalent to approximately HK\$55.98 million), being the sum of the lease interests and the Service Fee under the Sale and Leaseback Arrangements.

In light of the above, the Directors are of the view that the terms of the Sale and Leaseback Arrangements are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

LETTER FROM THE BOARD

(D) Implications under the Listing Rules

Datang Sale and Leaseback Arrangement

Since (i) Chengtong Financial Leasing entered into the Previous Transaction I with Zhuji Transportation and Logistics Co., Ltd. on 22 December 2025; (ii) both Datang and the Zhuji Transportation and Logistics Co., Ltd. are the subsidiaries of Zhuji State-owned Assets Operation Co., Ltd.; and (iii) the Previous Transaction I is still subsisting when the Datang Sale and Leaseback Agreements are entered into, therefore the Datang Sale and Leaseback Arrangement is aggregated with the Previous Transaction I for the purpose of calculating the relevant percentage ratios (as defined in the Listing Rules).

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Datang Sale and Leaseback Arrangement, both on standalone basis and when aggregated with the Previous Transaction I, exceeds 25% but is less than 100%, the Datang Sale and Leaseback Arrangement constitutes a major transaction of the Company and is subject to the notification, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Wangping Sale and Leaseback Arrangement

Since (i) Chengtong Financial Leasing entered into the Previous Transaction II with Datang Huayin Youxian Energy Co., Ltd. on 22 December 2025; (ii) Wangping and Datang Huayin Youxian Energy Co., Ltd. are either a subsidiary or otherwise associated with Jinneng Holding Group Co., Ltd.; and (iii) the Previous Transaction II is still subsisting when the Wangping Sale and Leaseback Agreements are entered into, therefore the Wangping Sale and Leaseback Arrangement is aggregated with the Previous Transaction II for the purpose of calculating the relevant percentage ratios (as defined in the Listing Rules).

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Wangping Sale and Leaseback Arrangement, both on standalone basis and when aggregated with the Previous Transaction II, exceeds 25% but is less than 100%, the Wangping Sale and Leaseback Arrangement constitutes a major transaction of the Company and is subject to the notification, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Honggeer Sale and Leaseback Arrangement

Since (i) the Honggeer Sale and Leaseback Agreements and the Previous Huadian Transactions are and were all entered into with the companies who are subsidiaries of or associated with China Huadian; and (ii) the Previous Huadian Transactions are still subsisting when the Honggeer Sale and Leaseback Agreements are entered into, therefore the Honggeer Sale and Leaseback Arrangement is aggregated with the Previous Huadian Transactions for the purpose of calculating the relevant percentage ratios (as defined in the Listing Rules).

LETTER FROM THE BOARD

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Honggeer Sale and Leaseback Arrangement, when aggregated with the Previous Huadian Transactions, exceeds 25% but is less than 100%, the Honggeer Sale and Leaseback Arrangement constitutes a major transaction of the Company and is subject to the notification, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder or any of his/her/its close associate(s) (as defined in the Listing Rules) has a material interest in the Sale and Leaseback Arrangements. Thus, no Shareholder is required to abstain from voting if the Company were to convene a general meeting to approve the Sale and Leaseback Arrangements. In light of the foregoing, written Shareholders' approval may be accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. The Company has obtained written Shareholder's approval in respect of the Sale and Leaseback Arrangements from CCHK, which is a controlling shareholder (as defined in the Listing Rules) of the Company holding 3,169,656,217 issued shares of the Company, representing approximately 53.14% of the issued share capital of the Company as at the date of this circular. Accordingly, no general meeting of the Company will be convened for the purpose of approving the Sale and Leaseback Arrangements.

3. RECOMMENDATION

The Directors are of the view that the terms of the Sale and Leaseback Agreements are normal commercial terms and are fair and reasonable. The Directors also consider that the entering into of the Sale and Leaseback Arrangements is in the ordinary and usual course of business of the Group and is in the interests of the Company and the Shareholders as a whole. Accordingly, if a general meeting were to be convened for the approval of the Sale and Leaseback Arrangements, the Board would recommend the Shareholders to vote in favour of the resolution to approve the same at such general meeting.

4. ADDITIONAL INFORMATION

Your attention is drawn to the information set out in the appendices to this circular.

Yours faithfully,
On behalf of the Board
China Chengtong Development Group Limited
Chen Jianying
Executive Director

1. FINANCIAL INFORMATION OF THE GROUP

Details of the financial information of the Group for the three financial years ended 31 December 2023, 31 December 2024 and 31 December 2025 have been set out in the following documents respectively:

- (a) the annual report of the Company for the year ended 31 December 2023 from pages 91 to 241 (<https://www1.hkexnews.hk/listedco/listconews/sehk/2024/0424/2024042400654.pdf>);
- (b) the annual report of the Company for the year ended 31 December 2024 from pages 65 to 163 (<https://www1.hkexnews.hk/listedco/listconews/sehk/2025/0429/2025042900805.pdf>); and
- (c) the annual report of the Company for the year ended 31 December 2025 from pages 66 to 172 (<https://www1.hkexnews.hk/listedco/listconews/sehk/2026/0424/2026042403944.pdf>).

2. INDEBTEDNESS OF THE GROUP

As at the close of business on 31 May 2026, being the latest practicable date for the purpose of this statement of indebtedness of the Group prior to the printing of this circular, the Group had (i) secured and unguaranteed bank borrowings of approximately HK\$7,081.89 million which are secured by charges over loan receivables and trade receivable under operating lease business of the Group; (ii) unsecured and unguaranteed bank borrowings of approximately HK\$156.65 million; (iii) unsecured and unguaranteed corporate bonds of approximately HK\$1,162.46 million; (iv) secured and guaranteed asset-backed securities of approximately HK\$1,559.72 million which are secured by charges over loan receivables of the Group and guaranteed by the ultimate holding company; and (v) unsecured and unguaranteed loans from related parties of approximately HK\$286.23 million.

As at the close of business on 31 May 2026, the Group had contingent liabilities in relation to guarantees of approximately HK\$65.13 million given to banks in respect of mortgage loans granted to purchasers of certain property units.

Save as aforesaid or as otherwise disclosed herein, and apart from intra-group liabilities and normal trade and other payables in the ordinary course of business, the Group did not have any other debt securities issued and outstanding or authorised or otherwise created but unissued, term loans, other borrowings or indebtedness in the nature of borrowing, mortgages or charges, contingent liabilities or guarantees as at 31 May 2026.

3. WORKING CAPITAL SUFFICIENCY OF THE GROUP

The Directors are of the opinion that, after taking into account the effects of the Sale and Leaseback Arrangements, the internally generated funds, existing facilities available to the Group and financial resources presently available to the Group, the Group will have sufficient working capital to satisfy its requirements for at least twelve (12) months from the date of this circular.

As at the date of this circular, the Company has obtained the relevant confirmation as required under Rule 14.66(12) of the Listing Rules.

4. FINANCIAL AND TRADING PROSPECTS OF THE GROUP

The Group is principally engaged in leasing, property development and investment, marine recreation services and hotel business as of the Latest Practicable Date.

Regarding leasing operations, firstly, the Group will continue to adhere to a prudent, risk-first investment strategy, continuously optimizing its full-process risk management system covering pre-lease, during-lease, and post-lease phases. While ensuring asset security, the Group will enhance operational efficiency to achieve steady business performance. Secondly, in business expansion, the Group will closely align with national strategic priorities, focusing on core sectors such as major energy, major transportation, new equipment, and new infrastructure. Assets will be scientifically allocated based on industry development and actual demand to enhance asset quality and operational performance. Thirdly, in capital management, the Group will continue to expand diversified financing channels, deepen cooperation with major financial institutions, leverage issuance windows for bonds and asset securitization programs, further optimize financing structures, and effectively reduce funding costs to provide robust support for steady business growth. Simultaneously, the Group will accelerate digital transformation, drive information system upgrades and enhance data application capabilities. The Group will strengthen technological empowerment for business expansion, customer management, and risk monitoring, continuously elevating the level of informatization and refined management.

Regarding property development and investment operations, the Group will continue to advance sales and inventory clearance for existing projects, accelerate capital recovery, enhance asset turnover efficiency, and optimize resource allocation in a timely manner to support the sustained development of its core leasing business.

Regarding marine recreation services and hotel operations, the Group will continue to optimize the operational management of existing businesses, enrich its product portfolio, expand diversified business models, and further enhance operational efficiency.

5. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 December 2025, being the date to which the latest published audited consolidated financial statements of the Group were made up.

6. FINANCIAL EFFECTS OF THE TRANSACTIONS

As at 31 December 2025, the consolidated total assets of the Group amounted to approximately HK\$12,385 million and the consolidated total liabilities of the Group amounted to approximately HK\$9,439 million.

The Directors consider that there is no significant immediate change to the Group's net asset value upon implementation of the Sale and Leaseback Arrangements. In respect of the implementation of the Sale and Leaseback Arrangements, such arrangements will be accounted for as a secured loan and recognised as loan receivables of the Group which will offset the decrease in the amount of bank balances and cash as a result of the payment of the Purchase Price by Chengtong Financial Leasing.

As regards earnings, the Group would be entitled to recognise interest income and the service fee from the Sale and Leaseback Arrangements as additional income to the Group.

Save as disclosed above, the Sale and Leaseback Arrangements are not expected to have any material impact on the assets and liabilities and the earnings of the Group. The final financial impact on the Group will be subject to the audit to be performed by the auditors of the Company.

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. DISCLOSURE OF INTERESTS

(i) Interests of Directors and chief executive of the Company

As at the Latest Practicable Date, the interests and short position of the Directors and chief executive of the Company in the shares, underlying shares and debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO) which were required (i) to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (iii) to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules were as follows:

Long position

Name of Director	Interest in the Company or its associated corporation	Nature of interest	Number of shares held	Class of shares	Approximate percentage of the issued share capital as at the Latest Practicable Date
Ms. Sun Jie	The Company	Beneficial owner	570,960	Ordinary shares	0.01%
Ms. Bai Chunrui	The Company	Beneficial owner	292,000	Ordinary shares	0.00%

Note: The percentage has been rounded up to 2 decimal places.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors and chief executive of the Company had any interests or short positions in the shares, underlying shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required (i) to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (iii) to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules.

(ii) Interests of substantial Shareholders

As at the Latest Practicable Date, so far as was known to the Directors, the following persons, other than the Directors and chief executive of the Company, had interests or short positions in the shares or underlying shares of the Company which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO as follows:

Long position

Name of Shareholder	Nature of interest	Number of shares held	Class of shares	Approximate percentage of the issued share capital of the Company as at the Latest Practicable Date (Note 2)
CCHK	Beneficial owner (Note 1)	3,169,656,217	Ordinary shares	53.14%
CCHG	Interest in controlled corporation (Note 1)	3,169,656,217	Ordinary shares	53.14%

Notes:

1. The entire issued share capital of CCHK is beneficially owned by CCHG. Under the SFO, CCHG is deemed to be interested in all the shares held by CCHK.
2. Rounded up to 2 decimal places.

Save as disclosed above, as at the Latest Practicable Date, so far as was known to the Directors, there was no other person, other than the Directors and chief executive of the Company, who had any interests or short positions in the shares or underlying shares of the Company which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO.

As at the Latest Practicable Date, (i) Ms. Sun Jie, a non-executive Director and the Chairlady of the Board, was the chief accountant and a member of the executive committee of CCHK; and (ii) Ms. Bai Chunrui, an executive Director, was a General Counsel, the general manager of the Legal and Compliance Department of CCHK and a director of several subsidiaries of CCHK. Save as disclosed herein, no Director was a director or an employee of a company which had an interest or short position in the Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO as at the Latest Practicable Date.

3. MATERIAL CONTRACT

The Directors confirm there is no contract (not being contract entered into in the ordinary course of business) entered into by the members of the Group within two (2) years immediately preceding the Latest Practicable Date and is, or may be, material.

4. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had any existing or proposed service contract with any member of the Group which is not expiring or determinable by the Group within one year without payment of compensation other than statutory compensation.

5. LITIGATION

As at the Latest Practicable Date, to the best of the knowledge, information and belief of the Directors, neither the Company nor any member of the Group was engaged in any litigation or claims of material importance and there was no litigation or claims of material importance known to the Directors to be pending or threatened against any member of the Group.

6. COMPETING INTERESTS

As at the Latest Practicable Date, none of the Directors nor any of their respective close associate(s) had any interests in a business, which competed or was likely to compete, directly or indirectly, with the business of the Group which would be required to be disclosed under Rule 8.10 of the Listing Rules.

7. INTERESTS IN THE GROUP'S ASSETS OR CONTRACTS OR ARRANGEMENTS

As at the Latest Practicable Date, so far as was known to the Directors, none of the Directors had any interest, direct or indirect, in any assets which have been, since 31 December 2025, being the date to which the latest published audited consolidated financial statements of the Group were made up, acquired or disposed of by or leased to, or were proposed to be acquired or disposed of by or leased to any member of the Group.

None of the Directors was materially interested in any contract or arrangement subsisting as at the Latest Practicable Date which was significant in relation to the business of the Group.

8. GENERAL

- (a) The registered office and the principal place of business of the Company is at 22nd Floor, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong.
- (b) The share registrar and transfer office of the Company in Hong Kong is Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.
- (c) The joint company secretaries of the Company are Ms. Liu Chang and Mr. Cheng King Yip. Mr. Cheng King Yip is a member of the Hong Kong Institute of Certified Public Accountants.

9. DOCUMENTS ON DISPLAY

Copies of the Sale and Leaseback Arrangements are on display and are published on the website of the Stock Exchange at <https://www.hkexnews.hk> and the website of the Company at <https://www.hk217.com> for a period of 14 days from the date of this circular.