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EDA GROUP HOLDINGS LIMITED

EDA集團控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2505)

MAJOR TRANSACTION IN RELATION TO THE LEASE AGREEMENT

On 23 July 2026, the Tenant, a wholly owned subsidiary of the Company entered into the Lease Agreement with the Landlord in relation to the tenancy of the Premises located in West Midlands, the UK.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the value of the right-of-use assets in connection with the tenancy of the Premises under the Lease Agreement exceed 25% but all are less than 100%, the transaction contemplated thereunder constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

The Company has obtained a written approval from its closely allied group of Shareholders together holding more than 50% of the voting rights as at the date of this announcement, on the lease transaction under the Lease Agreement and the transaction contemplated thereunder in lieu of holding a general meeting of the Company.

The Board announces the execution of the Lease Agreement with the following particulars:

LEASE AGREEMENT

Date: 23 July 2026

Landlord: FAROE INVESTMENTS WOLVERHAMPTON S.A.R.L.

Tenant: EDA Cloud UK Ltd.

Premises:	Premises with an area of approximately 324,366 square foot located at Citadel Logistics Centre, Black Country Route, Wednesbury, West Midlands, the UK
Usage:	Warehouse storage and distribution uses, together with office uses and such other uses ancillary to the foregoing uses
Lease term:	Ten (10) years from and including the Commencement Date, or such earlier termination as provided in the Lease Agreement
Total Rent:	The total rent comprises (i) the rent (the “ Rent ”), (ii) the insurance rent (the “ Insurance Rent ”), (iii) any VAT payable on the foregoing sums and (iv) any interest due under the Lease Agreement.

- **Rent:** For the first twenty (20) months from and including the Commencement Date, the annual rent is the sum of £1,378,555.50 (equivalent to approximately £4.25 per square foot). After the end of the foregoing 20-month period, the annual rent is the sum of £2,757,111 (equivalent to approximately £8.50 per square foot). The foregoing rent is subject to review under the Lease Agreement or any interim rent payable under the Landlord and Tenant Act 1954, provided that the Rent shall be reduced by 50% for the period of 10 months from the 5th anniversary of the Commencement Date. The Rent shall be payable quarterly in advance.

The Rent will be reviewed on the 5th anniversary of the Commencement Date and such other review dates pursuant to the relevant legislation (the “**Review Dates**”). The review rent from and including the Review Date will be the higher of:

- (i) **The CPI Rent:** The rent calculated by adjusting the initial rent annually by reference to the “all items” Consumer Prices Index, subject to a minimum annual increase of 2% and a maximum of 4%; and

(ii) **The Open Market Rent:** The rent at which the Premises could reasonably be expected to be let as a whole in the open market, without a fine or premium, by a willing landlord to a willing tenant under a 10-year lease on the same terms as the Lease, applying certain assumptions (including that the Premises are in good repair and the tenant has had a fitting-out rent-free period) and disregarding the tenant's occupation, goodwill, and any improvements carried out by the Tenant during the lease term.

- **Insurance Rent:** An amount equivalent to the total cost to the Landlord of insuring the Premises against the insured risks for their full reinstatement cost, against loss of Rent for the risk period of three years from the date of the relevant damage or destruction, and against public liability, together with any related broker commissions, any commission or fee payable to insurance brokers, and any applicable insurance premium tax. The Insurance Rent shall be paid within five business days of written demand.

The rent payable under the Lease Agreement has been determined after arm's length negotiations between the Landlord and the Tenant, after taking into consideration the prevailing market price for comparable premises in the vicinity of the Premises. The rent payable will be satisfied by the Group's internal resources.

Bank Guarantee:

The Tenant will deliver a bank guarantee in a form agreeable to the Landlord, pursuant to which the bank guarantees the Tenant's payment of the Rent or any VAT thereof for a maximum aggregate liability not exceeding £1,654,266.60, for the duration of the lease.

The value (unaudited) of the right-of-use assets to be recognised by the Company under the Lease Agreement is approximately £18.2 million (equivalent to approximately RMB165.6 million) which is the present value of lease payments throughout the lease term under the Lease Agreement, discounted using the incremental borrowing rate and adjustment to fair value at initial recognition of refundable rental deposit and provision for reinstatement costs in accordance with HKFRS 16. Incremental borrowing rate of the lease liability is determined with reference to the prevailing interest rate of the Group's external borrowings.

INFORMATION ABOUT THE GROUP

The Group is principally engaged in the provision of first mile international freight services and last-mile fulfilment services, including overseas warehousing, other value added services and deliveries for the cross-border e-commerce participants based in the Chinese Mainland.

INFORMATION ABOUT THE PARTIES

The Tenant

The Tenant is a wholly owned subsidiary of the Company and a company incorporated with limited liability in Manchester, the UK. The Tenant is principally engaged in the provision of warehousing services in Northwest England.

The Landlord

To the best knowledge of the Directors having made all reasonable enquiry, the Landlord is a limited liability company incorporated and registered in Luxembourg, owned by Oxenwood Maple S.à r.l, and is principally engaged in property investment.

To the best knowledge, information and belief of the Directors and having made all reasonable enquiries, there is no other ultimate beneficial owner controlling one-third or more of the Landlord, and the Landlord and its ultimate beneficial owner are Independent Third Parties.

REASONS AND BENEFITS FOR THE ENTERING INTO THE LEASE AGREEMENT

The Board is of the view that the entering into the Lease Agreement is an opportunity for the Group to enhance its global logistics network and footprint which is in line with the overall strategy development direction of the Group to become a leading global artificial intelligence logistics technology service group. The Premises under the Lease Agreement will be used as a self-operated warehouse by the Company in the UK.

The terms and conditions of the Lease Agreement were arrived at after arm's length negotiation with reference to (i) the existing tenancies of other warehouse lease agreements that the Group has entered into; and (ii) the attributes of the Premises such as geographical location, size and lease term. The Directors consider that the terms and conditions of the Lease Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

In accordance with HKFRS 16 “Leases”, the Group will recognise right-of-use assets in the consolidated financial statements of the Group in connection with the tenancy of the Premises. Accordingly, the lease transactions under the Lease Agreement will be regarded as an acquisition of assets by the Group for the purpose of the Listing Rules.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the value of the right-of-use assets in connection with the tenancy of the Premises under the Lease Agreement exceed 25% but all are less than 100%, the transaction contemplated thereunder constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and shareholders’ approval requirements under Chapter 14 of the Listing Rules. The actual value of the right-of-use assets to be recognised by the Group will be subject to review and final audit by the auditors of the Company.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, no Shareholder has a material interest in the Lease Agreement and the transaction contemplated thereunder, and no Shareholder is required to abstain from voting on the resolution(s) for approving the Lease Agreement and the transaction contemplated thereunder if the Company was required to convene a general meeting for the approval of the Lease Agreement and the transaction contemplated thereunder.

The Company has obtained a written approval from EDA Shine International Limited (“**EDA Shine**”) and Samanea China Holdings Limited (“**Samanea**”), being the closely allied group of Shareholders who together hold 257,796,000 shares of the Company, representing approximately 55.6% of the issued share capital of the Company as at the date of this announcement, for the Lease Agreement and the transaction contemplated thereunder in lieu of holding a general meeting of the Company under Rule 14.44 of the Listing Rules. Accordingly, no general meeting of the Company shall be convened to approve the Lease Agreement and the transaction contemplated thereunder.

As at the date of this announcement, EDA Shine and Samanea held 152,295,000 and 105,501,000 shares of the Company, representing approximately 32.8% and 22.8% of the issued share capital of the Company respectively and approximately 55.6% in total. The Directors consider that EDA Shine and Samanea to be a closely allied group of Shareholders for the purposes of Rules 14.44 and 14.45 of the Listing Rules based on the following considerations:

- (1) EDA Shine is a company ultimately controlled by Mr. Liu Yong, the founder of the Company, its executive Director and controlling shareholder (as defined in the Listing Rules). Samanea, being an indirect subsidiary of China Lesso Group Holdings Limited (“**China Lesso**”) (stock code: 2128), have been close business associates of Mr. Liu Yong since February 2020, as demonstrated by its initial investment in the Group in the same month as well as subsequent investments;

- (2) a number of the Company's Directors hold key management positions in China Lesso and Samanea; and
- (3) EDA Shine and Samanea were together shareholders of the Group since February 2020, and have since voted unanimously on all shareholders' resolutions other than routine resolutions.

GENERAL

A circular (for information purposes only) containing, among other things, further information of the Lease Agreement and the transaction contemplated thereunder, will be despatched to the Shareholders on or before 13 August 2026.

TERMS USED IN THIS ANNOUNCEMENT

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

“Board” or “Director(s)”	the board of directors of the Company
“Commencement Date”	23 July 2026, being the date of commencement of the term of the Lease Agreement
“Company”	EDA Group Holdings Limited, an exempted company incorporated in the Cayman Islands on 17 September 2020 with limited liability
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Group”	the Company and its subsidiaries from time to time
“HKFRS”	Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants
“Independent Third Party(ies)”	person who is not a connected person of the Company and is a third party independent of and not connected with the Company or its connected persons
“Landlord”	FAROE INVESTMENTS WOLVERHAMPTON S.A.R.L., a limited liability company in Luxembourg
“Lease Agreement”	the lease agreement dated 23 July 2026 entered into among the Tenant and the Landlord in respect of the lease of the Premises
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“PRC”	the People’s Republic of China (for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan)
“Premises”	Approximately 324,366 square feet of space located at Citadel Logistics Centre, Black Country Route, Wednesbury, West Midlands, the UK
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	holder(s) of the shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“Tenant”	EDA Cloud UK Ltd., a company incorporated with limited liability in Manchester, the UK
“UK”	The United Kingdom
“VAT”	value added tax and/or any similar tax from time to time replacing it or performing a similar fiscal function
“£”	Pounds, the lawful currency of the UK
“%”	per cent.

Note: for illustrative purpose of this announcement only, conversion of £ into RMB is made at the rate of £1.00 = RMB9.0744

By order of the Board
EDA Group Holdings Limited
Mr. Liu Yong
Executive Director and Chairman of the Board

Hong Kong, 23 July 2026

As at the date of this announcement, the Board comprises (i) Mr. Liu Yong, Ms. Li Qin and Mr. Cheung Man Yu as executive Directors; (ii) Mr. Zuo Manlun and Mr. Luo Jianfeng as non-executive Directors; and (iii) Mr. Ng Cheuk Him, Mr. Wong Ping Yee Natalis, Mr. Huang Risheng and Mr. Zhan Linkun as independent non-executive Directors.

* *For identification purpose only.*