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## **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)**

### **MAJOR TRANSACTIONS: THE ASSIGNMENT, THE RE-ASSIGNMENT OPTION AND THE SALE AND LEASEBACK ARRANGEMENT**

On 8 August 2025, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Leased Assets Transfer Agreements with PowerChina Leasing, pursuant to which PowerChina Leasing has agreed to transfer and assign the Assigned Properties to Chengtong Financial Leasing at an expected Consideration of RMB380 million (equivalent to HK\$414.2 million), subject to the actual Transfer Date. With effect from the Transfer Date, Chengtong Financial Leasing will have acquired the right to receive directly from the Shaanxi Lessee all the lease payments and other sums outstanding and payable by it under the Shaanxi Sale and Leaseback Agreement.

Pursuant to the terms of the Leased Assets Transfer Agreements, Chengtong Financial Leasing and PowerChina Leasing shall have the right to exercise the Re-assignment Option upon the expiry of three (3) years from the date of payment of the Consideration.

### **IMPLICATIONS UNDER THE LISTING RULES**

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Assignment (when aggregated with the Previous PowerChina Transactions) exceeds 25% but is less than 100%, the Assignment 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.

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Shaanxi Sale and Leaseback Arrangement exceeds 25% but is less than 100%, the Shaanxi 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.

As the exercise of the Re-assignment Option by PowerChina Leasing is not at the discretion of Chengtong Financial Leasing, it will be classified as if the Re-assignment Option had been exercised by PowerChina Leasing on the grant. As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the grant of the Re-assignment Option to PowerChina Leasing exceeds 25% but is less than 75%, the grant of the Re-assignment Option to PowerChina Leasing 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 Director's 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 any material interest in the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement. Thus, no Shareholder is required to abstain from voting if the Company were to convene a general meeting to approve the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement. 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 Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement from China Chengtong Hong Kong Company Limited, 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 announcement. Accordingly, no general meeting of the Company will be convened for the purpose of approving the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement. A circular containing, among other things, (i) information on the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement, and (ii) other information required under the Listing Rules will be despatched to the Shareholders on or before 29 August 2025, which is within 15 business days after the publication of this announcement.

## THE ASSIGNMENT

PowerChina Leasing, as lessor, entered into the Shaanxi Sale and Leaseback Agreement with the Shaanxi Lessee on 15 August 2024 in respect of the Shaanxi Sale and Leaseback Arrangement.

On 8 August 2025, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Leased Assets Transfer Agreements with PowerChina Leasing.

### *Subject matter*

Pursuant to the Leased Assets Transfer Agreements, subject to the fulfilment of the conditions as set out in the Leased Assets Transfer Agreements, PowerChina Leasing has agreed to transfer and assign the Assigned Properties to Chengtong Financial Leasing. With effect from the Transfer Date, Chengtong Financial Leasing will have acquired the right to receive directly from the Shaanxi Lessee all the lease payments and other sums outstanding and payable by it under the Shaanxi Sale and Leaseback Agreement.

### *Consideration*

Subject to the actual Transfer Date, the Consideration is expected to be RMB380 million (equivalent to HK\$414.2 million) which was agreed between Chengtong Financial Leasing and PowerChina Leasing after arm's length negotiation with reference to the outstanding amount of lease principal under the Shaanxi Sale and Leaseback Arrangement as at the date of the Leased Assets Transfer Agreements. The actual Consideration will be determined with reference to the then outstanding amount of lease principal under the Shaanxi Sale and Leaseback Arrangement as at the actual Transfer Date.

Subject to the fulfilment of all the conditions set out in the respective Leased Assets Transfer Agreements, Chengtong Financial Leasing shall pay the relevant consideration to PowerChina Leasing on the Transfer Date.

The conditions as stipulated in each of the Leased Assets Transfer Agreements are identical which include but are not limited to the following:

- (i) the signing and the coming into effect of the Leased Assets Transfer Agreements; and
- (ii) the receipt of all relevant documentary proofs by Chengtong Financial Leasing showing PowerChina Leasing's legal title over the Shaanxi Leased Assets and its creditor's rights and security rights in respect of the Shaanxi Sale and Leaseback Arrangement.

The Consideration will be satisfied by the general working capital of the Group.

## ***The Entrustment Agreements***

On 8 August 2025, PowerChina Leasing and Chengtong Financial Leasing also entered into the Entrustment Agreements, pursuant to which Chengtong Financial Leasing entrusted PowerChina Leasing, upon the completion of the Assignment and during the remaining lease term of the Shaanxi Sale and Leaseback Arrangement (subject to early termination of the Entrustment Agreements), to be responsible for matters including but not limited to managing the Shaanxi Leased Assets, collecting on behalf of Chengtong Financial Leasing, and procuring the Shaanxi Lessee in paying, all lease payments and other payables under the Shaanxi Sale and Leaseback Arrangement in a punctual manner.

According to the Entrustment Agreements, assuming the Transfer Date is 31 October 2025, Chengtong Financial Leasing shall pay to PowerChina Leasing a management fee (the “**Management Fee**”) of an aggregate of approximately RMB12.07 million (equivalent to approximately HK\$13.16 million) for the Initial Term and a further aggregate amount of approximately RMB17.70 million (equivalent to approximately HK\$19.29 million) for the rest of the remaining term of the Shaanxi Sale and Leaseback Arrangement after the Initial Term (if the Re-assignment Option is not exercised and assuming that the Entrustment Agreements and the Shaanxi Sale and Leaseback Agreement are not early terminated). The Management Fee is payable on a quarterly basis. If Chengtong Financial Leasing has not received the full amount of any instalment of the lease payments and other payables under the Shaanxi Sale and Leaseback Arrangement on time, Chengtong Financial Leasing is not obliged to pay the Management Fee for the corresponding instalment to PowerChina Leasing until Chengtong Financial Leasing has received the full amount of the relevant lease payments and other payables under the Shaanxi Sale and Leaseback Arrangement.

## **THE RE-ASSIGNMENT OPTION**

Pursuant to the terms of the Leased Assets Transfer Agreements, both Chengtong Financial Leasing and PowerChina Leasing shall have the right to exercise the Re-assignment Option by serving a 15-day notice in writing ending on the expiry of the Initial Term.

If Chengtong Financial Leasing proposes to exercise the Re-assignment Option but PowerChina Leasing objects, Chengtong Financial Leasing shall have the right to elect either of the following:

- (i) cease to pay any further Management Fee to PowerChina Leasing upon expiry of the Initial Term while PowerChina Leasing shall continue to transfer and pay to Chengtong Financial Leasing the lease payments to be collected from the Shaanxi Lessee for the corresponding instalments during the remaining lease term in accordance with the Shaanxi Sale and Leaseback Agreement; or
- (ii) re-assign the Assigned Properties to PowerChina Leasing within one year after the Initial Term at a price representing the fair value of the Shaanxi Sale and Leaseback Arrangement on the date of Re-assignment (the “**Re-assignment Price**”).

Whereas, if PowerChina Leasing proposes to exercise the Re-assignment Option but Chengtong Financial Leasing objects, PowerChina Leasing shall have the right to elect either of the following:

- (i) transfer and pay to Chengtong Financial Leasing, for the remaining lease term of the Shaanxi Sale and Leaseback Arrangement, an amount equal to the sum of (i) the lease principal to be collected from the Shaanxi Lessee for the corresponding instalments, and (ii) the lease interest which will be calculated at a reduced monthly interest rate; or
- (ii) request Chengtong Financial Leasing to re-assign the Assigned Properties to PowerChina Leasing at the Re-assignment Price.

## **THE SHAANXI SALE AND LEASEBACK AGREEMENT**

The key terms of the Shaanxi Sale and Leaseback Agreement are summarised as follows:

Date	15 August 2024
Lessee	Shaanxi Lessee
Leased assets	certain equipment and facilities in wind power plants
Expiry date of the lease term	16 August 2039
Outstanding amount of lease principal as at the date of the Leased Assets Transfer Agreements	RMB380 million (HK\$414.2 million)
Outstanding amount of lease interest as at the date of the Leased Assets Transfer Agreements	approximately RMB142.18 million (equivalent to approximately HK\$154.98 million) (assuming the Re-assignment Option is not exercised), payable by the Shaanxi Lessee on a quarterly basis during the lease term
Nominal consideration for repurchase of the Shaanxi Leased Assets	RMB100 (equivalent to HK\$109)
Type of security provided	<ul style="list-style-type: none"> <li>(i) Corporate guarantee and share pledge by the Shaanxi Security Provider; and</li> <li>(ii) pledge of assets by the Shaanxi Lessee</li> </ul>

Pursuant to the Leased Assets Transfer Agreements, Chengtong Financial Leasing shall have the right to be registered as the registered owner of the Shaanxi Leased Assets as well as the lease payments and other receivables under the Shaanxi Sale and Leaseback Arrangement in the relevant registration system in the PRC. Without prejudice to the beneficial interest of Chengtong Financial Leasing in relation to the security provided by the Shaanxi Security Provider and the Shaanxi Lessee, it is agreed that PowerChina Leasing shall remain as the registered holder of the security rights and other rights pertaining to the Shaanxi Leased Assets in the relevant registration system in the PRC. If any proceeds (whether in the form of cash or other assets) is received by PowerChina Leasing as a result of its exercising of the security rights, PowerChina Leasing shall pay and transfer such proceeds to Chengtong Financial Leasing within three (3) working days upon receipt.

## **INFORMATION OF THE PARTIES**

### ***PowerChina Leasing***

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 this announcement, (i) PowerChina Leasing is wholly-owned by Power Construction Corporation of China, Ltd (POWERCHINA Ltd) (中國電力建設股份有限公司), which is in turn owned as to approximately 53.05% by Power Construction Corporation of China (中國電力建設集團有限公司) (a company wholly-owned by SASAC of the State Council); (ii) PowerChina Leasing and its ultimate beneficial owners are Independent Third Parties; and (iii) PowerChina Leasing is principally engaged in the financial leasing business.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, save as the Previous PowerChina 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) PowerChina Leasing, its directors, legal representatives and ultimate beneficial owner(s) who can exert influence on the transactions.

### ***Shaanxi Lessee***

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 this announcement, (i) the Shaanxi Lessee is a wholly-owned subsidiary of the Shaanxi Security Provider, which is in turn owned as to 60% by Mr. Liu Cunhao (劉存浩) and 40% by Mr. Li Caifei (李彩飛); (ii) the Shaanxi Lessee and its ultimate beneficial owners are Independent Third Parties; and (iii) the Shaanxi Lessee is principally engaged in the business of construction and operation of new energy projects.



To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, 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 Shaanxi Lessee, its directors, legal representatives and ultimate beneficial owner(s) who can exert influence on the transactions.

### ***Shaanxi Security Provider***

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 this announcement, (i) the Shaanxi Security Provider is owned as to 60% by Mr. Liu Cunhao (劉存浩) and 40% by Mr. Li Caifei (李彩飛); (ii) the Shaanxi Security Provider and its ultimate beneficial owners are Independent Third Parties; and (iii) the Shaanxi Security Provider is principally engaged in research and development of new energy technologies, etc.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, 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 Shaanxi Security Provider, its directors, legal representatives and ultimate beneficial owner(s) who can exert influence on the transactions.

## **REASONS FOR AND BENEFITS OF THE ASSIGNMENT**

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 the Assignment is in the ordinary and usual course of business of Chengtong Financial Leasing. If the Re-assignment Option is not exercised and assuming that the Entrustment Agreements and the Shaanxi Sale and Leaseback Agreement are not early terminated, it is expected that Chengtong Financial Leasing will earn an aggregate income of approximately RMB107.74 million (equivalent to approximately HK\$117.44 million), being the rent receivable under the Shaanxi Sale and Leaseback Arrangement minus the sum of the Consideration and the total Management Fee (assuming the Transfer Date is 31 October 2025).

In light of the above, the Directors are of the view that the terms of the Leased Assets Transfer Agreements and the Shaanxi Sale and Leaseback Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

The services to be provided by PowerChina Leasing under the Entrustment Agreements are expected to enable the Group to manage the Shaanxi Leased Assets and collect the lease payments from the Shaanxi Lessee in a more efficient manner. The Directors are of the view that the terms of the Entrustment Agreements are fair and reasonable and that the entering into of the Entrustment Agreements is in the interests of the Company and the Shareholders as a whole.

## **IMPLICATIONS UNDER THE LISTING RULES**

Chengtong Financial Leasing entered into the Previous PowerChina Transactions with the Previous PowerChina Co-Lessees and all these Previous PowerChina Transactions are still subsisting when the Leased Assets Transfer Agreements were entered into. Since all Previous PowerChina Co-Lessees and PowerChina Leasing are companies directly or indirectly owned more than 50% by Power Construction Corporation of China (中國電力建設集團有限公司), the Assignment is aggregated with the Previous PowerChina Transactions 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 Assignment (when aggregated with the Previous PowerChina Transactions) exceeds 25% but is less than 100%, the Assignment 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.

As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the Shaanxi Sale and Leaseback Arrangement exceeds 25% but is less than 100%, the Shaanxi 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.

As the exercise of the Re-assignment Option by PowerChina Leasing is not at the discretion of Chengtong Financial Leasing, it will be classified as if the Re-assignment Option had been exercised by PowerChina Leasing on the grant. As the highest applicable percentage ratio (as defined in the Listing Rules) in respect of the grant of the Re-assignment Option to PowerChina Leasing exceeds 25% but is less than 75%, the grant of the Re-assignment Option to PowerChina Leasing 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 Director's 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 any material interest in the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement. Thus, no Shareholder is required to abstain from voting if the Company were to convene a general meeting to approve the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement. 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 Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement from China Chengtong Hong Kong Company Limited, 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 announcement. Accordingly, no general meeting of the Company will be convened for the purpose of approving the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement. A circular containing, among other things, (i) information on the Assignment, the Re-assignment Option and the Shaanxi Sale and Leaseback Arrangement, and (ii) other information required under the Listing Rules will be despatched to the Shareholders on or before 29 August 2025, which is within 15 business days after the publication of this announcement.

## DEFINITIONS

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

“Assigned Properties”	means the rights of PowerChina Leasing as a lessor under the Shaanxi Sale and Leaseback Agreement, including but not limited to the ownership of the Shaanxi Leased Assets, the rights to receive lease payments, default interests, liquidated damages, or any other payments or expenses from the Shaanxi Lessee and the Shaanxi Security Provider under the Shaanxi Sale and Leaseback Agreement
“Assignment”	means the assignment of the Assigned Properties by PowerChina Leasing to Chengtong Financial Leasing pursuant to the terms of the Leased Assets Transfer Agreements
“Board”	means the board of Directors
“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

“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
“Consideration”	means the aggregate consideration payable by Chengtong Financial Leasing to PowerChina Leasing for the Assignment
“Director(s)”	means the director(s) of the Company
“Entrustment Agreements”	means three (3) sets of entrustment agreement and the related supplemental agreements all dated 8 August 2025 entered into between Chengtong Financial Leasing and PowerChina Leasing for certain management services to be provided by PowerChina Leasing in respect of the Shaanxi Sale and Leaseback Arrangement after completion of the Assignment
“Group”	means the Company and its subsidiaries as at the date of this announcement
“HK\$”	means Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“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)
“Initial Term”	means the first three (3) years from the date of payment of the Consideration
“Leased Assets Transfer Agreements”	means three (3) sets of leased assets transfer agreement and the related supplemental agreements dated 8 August 2025 entered into between PowerChina Leasing and Chengtong Financial Leasing, pursuant to which PowerChina Leasing has agreed to transfer and assign to Chengtong Financial Leasing the Assigned Properties
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“PowerChina Leasing”	means PowerChina Leasing Co., Ltd. (中國電建集團租賃有限公司), a state-owned enterprise established in the PRC with limited liability
“PowerChina Real Estate”	means PowerChina Real Estate Group Ltd. (中國電建地產集團有限公司), a state-owned enterprise established in the PRC with limited liability
“PRC”	means the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Previous PowerChina Co-Lessees”	means, collectively, Previous PowerChina Co-Lessees I, Previous PowerChina Co-Lessees II and Previous PowerChina Co-Lessees III
“Previous PowerChina Co-Lessees I”	means, collectively, PowerChina Real Estate and Xi’an Fanyue Real Estate Co., Ltd. (西安泛悅置業有限公司), a state-owned enterprise established in the PRC with limited liability, acting as co-lessees of the Previous PowerChina Transaction I
“Previous PowerChina Co-Lessees II”	means, collectively, PowerChina Real Estate and Zhengzhou Yueheng Real Estate Co., Ltd. (鄭州悅恒置業有限公司), a state-owned enterprise established in the PRC with limited liability, acting as co-lessees of the Previous PowerChina Transaction II
“Previous PowerChina Co-Lessees III”	means, collectively, PowerChina Real Estate and China Power Construction Silk Road (Shaanxi) Construction Investment Development Co., Ltd. (中電建絲路(陝西)建設投資發展有限公司), a state-owned enterprise established in the PRC with limited liability, acting as co-lessees of the Previous PowerChina Transaction III
“Previous PowerChina Transaction I”	means the sale and leaseback arrangement entered into between Chengtong Financial Leasing and the Previous PowerChina Co-Lessees I on 9 December 2024 in respect of certain power supply and distribution equipment, charging pile, diesel generator equipment, etc. for a term of two (2) years, the details of which are set out in the announcement of the Company dated 9 December 2024 and the circular of the Company dated 24 December 2024

“Previous PowerChina Transaction II”	means the sale and leaseback arrangement entered into between Chengtong Financial Leasing and the Previous PowerChina Co-Lessees II on 9 December 2024 in respect of certain power supply and distribution equipment, intelligent security system equipment, etc. for a term of two (2) years, the details of which are set out in the announcement of the Company dated 9 December 2024 and the circular of the Company dated 24 December 2024
“Previous PowerChina Transaction III”	means the sale and leaseback arrangement entered into between Chengtong Financial Leasing and the Previous PowerChina Co-Lessees III on 9 December 2024 in respect of certain water supply equipment, power supply and distribution equipment, intelligent security system equipment, etc. for a term of two (2) years, the details of which are set out in the announcement of the Company dated 9 December 2024 and the circular of the Company dated 24 December 2024
“Previous PowerChina Transactions”	means, collectively, the Previous PowerChina Transaction I, Previous PowerChina Transaction II and Previous PowerChina Transaction III
“Re-assignment”	means the re-assignment of the Assigned Properties pursuant to the terms of the Leased Assets Transfer Agreements
“Re-assignment Option”	means the option to be exercised either by Chengtong Financial Leasing or PowerChina Leasing in respect of the Re-assignment
“RMB”	means Renminbi, the lawful currency of the PRC
“SASAC”	means The State-owned Assets Supervision and Administration Commission
“Shaanxi Leased Assets”	means the leased assets under the Shaanxi Sale and Leaseback Arrangement
“Shaanxi Lessee”	means Shaanxi Jiatai Heng New Energy Co., Ltd. (陝西嘉泰恆新能源有限公司), a company established in the PRC with limited liability

“Shaanxi Sale and Leaseback Agreement”	means the sale and leaseback agreement dated 15 August 2024 entered into between PowerChina Leasing (as lessor) and Shaanxi Lessee (as lessee) in respect of the sale and leaseback of the Shaanxi Leased Assets
“Shaanxi Sale and Leaseback Arrangement”	means the sale and leaseback arrangement under the Shaanxi Sale and Leaseback Agreement
“Shaanxi Security Provider”	means Shaanxi Jiaanmu Project Management Co., Ltd. (陝西嘉安木項目管理有限公司), a company established in the PRC with limited liability
“Shareholder(s)”	means the shareholder(s) of the Company
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Transfer Date”	means 31 October 2025 (or such other date as may be agreed between PowerChina Leasing and Chengtong Financial Leasing)
“%”	means per cent.

*In this announcement, amounts quoted in RMB have been converted into HK\$ at the rate of RMB1.00 to HK\$1.09. 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 announcement are for identification purpose only.*

On behalf of the Board  
**China Chengtong Development Group Limited**  
**Li Qian**  
*Chairman*

Hong Kong, 8 August 2025

*As at the date of this announcement, the executive Directors are Mr. Li Qian and Ms. Sun Jie; and the independent non-executive Directors are Mr. Lee Man Chun, Tony, Professor He Jia and Mr. Liu Lei.*