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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 TRANSACTION – SALE AND LEASEBACK ARRANGEMENT**

### **SALE AND LEASEBACK ARRANGEMENT**

On 8 June 2026, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Sale and Leaseback Agreements with the Lessee, pursuant to which Chengtong Financial Leasing will purchase the Leased Asset from the Lessee and will lease the Leased Asset back to the Lessee for a Lease Term of five (5) years, subject to early termination in accordance with the terms and conditions of the Sale and Leaseback Agreements.

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

Since (i) Chengtong Financial Leasing entered into the Previous Transaction with the Previous Lessee on 26 June 2025; (ii) both the Lessee and the Previous Lessee are the subsidiaries of the Guarantor; and (iii) the Previous Transaction is still subsisting when the Sale and Leaseback Agreements are entered into, therefore the Sale and Leaseback Arrangement is aggregated with the Previous Transaction 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 Sale and Leaseback Arrangement, both on standalone basis and when aggregated with the Previous Transaction, exceeds 25% but is less than 100%, the 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 Arrangement. Thus, no Shareholder is required to abstain from voting if the Company were to convene a general meeting to approve the 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 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 Sale and Leaseback Arrangement.

A circular containing, among other things, (i) information on the Sale and Leaseback Arrangement; and (ii) other information required under the Listing Rules will be despatched to the Shareholders on or before 30 June 2026, which is within 15 business days after the publication of this announcement.

## **SALE AND LEASEBACK ARRANGEMENT**

On 8 June 2026, Chengtong Financial Leasing, an indirect wholly-owned subsidiary of the Company, entered into the Sale and Leaseback Agreements with the Lessee in respect of the Sale and Leaseback Arrangement, the major terms of which are set out below.

### **Date of the Sale and Leaseback Agreements**

8 June 2026

### **Parties**

Lessor: Chengtong Financial Leasing

Lessee: The 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 Lessee is a direct wholly-owned subsidiary of the Guarantor, which is indirectly wholly owned by CALC; (ii) CALC is a company listed on the Stock Exchange (stock code: 1848), which is indirectly owned as to approximately 32.78% by China Everbright; (iii) the Lessee, the Guarantor and CALC are principally engaged in the business of aircraft leasing services; and (iv) the Lessee, the Guarantor and their ultimate beneficial owners are Independent Third Parties.

## **Subject matter**

Subject to the fulfilment of the conditions as set out in the Sale and Leaseback Agreements (including but not limited to the provision of all necessary documents or information by the Lessee evidencing its ownership in the Leased Asset, and the obtaining of all necessary approvals by the Lessee in relation to the Sale and Leaseback Arrangement), Chengtong Financial Leasing will purchase the Leased Asset from the Lessee at a Purchase Price of RMB184 million (equivalent to approximately HK\$211.6 million), and the Leased Asset will be leased back to the Lessee for a period of five (5) years from the date on which the Purchase Price is paid by Chengtong Financial Leasing in respect of the Leased Asset (“**Lease Term**”), subject to early termination in accordance with the terms and conditions of the Sale and Leaseback Agreements.

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

## **Purchase Price**

The Purchase Price of the Leased Asset was agreed between Chengtong Financial Leasing and the Lessee with reference to the net book value of the Leased Asset of approximately RMB223.19 million (equivalent to approximately HK\$256.67 million) as of 1 April 2026. The Leased Asset are not revenue-generating assets with identifiable income stream. The Purchase Price represents approximately 82.44% of the net book value of the Leased Asset, which was determined after arm’s length negotiation between the parties with reference to age and condition of the Leased Asset.

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

## **Legal title**

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

## **Lease payment**

The total amount of lease payment is estimated to be approximately RMB207.25 million (equivalent to approximately HK\$238.34 million) which shall be payable by the Lessee to Chengtong Financial Leasing in twenty (20) quarterly instalments during the Lease Term.

The total amount of lease payment represents the sum of the lease principal amount (being the amount of Purchase Price to be paid by Chengtong Financial Leasing) and the lease interest which is estimated to be approximately RMB23.25 million (equivalent to approximately HK\$26.74 million).

The lease payment of the Sale and Leaseback Arrangement has been agreed between the parties after arm's length negotiation 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 taking into account the amount of lease interests and the prevailing market conditions.

### **Security**

In order to guarantee the performance of the Sale and Leaseback Agreements, the Lessee has agreed to pledge certain of its receivables to Chengtong Financial Leasing as security for all amounts payable under the Sale and Leaseback Agreements.

### **Guarantee**

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

### **Lessee's right to repurchase the Leased Asset**

Upon the Lessee having paid all the lease payments and other payables (if any) to Chengtong Financial Leasing in accordance with the terms of the Sale and Leaseback Agreements, the Lessee shall have the right to repurchase the Leased Asset under the Sale and Leaseback Agreements at a nominal consideration of RMB1.00.

### **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.

## **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 as of the date of this announcement. The Group's leasing business is mainly carried out through Chengtong Financial Leasing as its principal business.

The entering into the Sale and Leaseback Arrangement is in the ordinary and usual course of business of Chengtong Financial Leasing and it is expected that Chengtong Financial Leasing will earn an income of approximately RMB23.25 million (equivalent to approximately HK\$26.74 million), being the lease interest in respect of the Sale and Leaseback Arrangement.

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

## **IMPLICATIONS UNDER THE LISTING RULES**

Since (i) Chengtong Financial Leasing entered into the Previous Transaction with the Previous Lessee on 26 June 2025; (ii) both the Lessee and the Previous Lessee are the subsidiaries of the Guarantor; and (iii) the Previous Transaction is still subsisting when the Sale and Leaseback Agreements are entered into, therefore the Sale and Leaseback Arrangement is aggregated with the Previous Transaction 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 Sale and Leaseback Arrangement, both on standalone basis and when aggregated with the Previous Transaction, exceeds 25% but is less than 100%, the 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 Arrangement. Thus, no Shareholder is required to abstain from voting if the Company were to convene a general meeting to approve the 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 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 Sale and Leaseback Arrangement.

A circular containing, among other things, (i) information on the Sale and Leaseback Arrangement; and (ii) other information required under the Listing Rules will be despatched to the Shareholders on or before 30 June 2026, which is within 15 business days after the publication of this announcement.

## **DEFINITIONS**

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

“Board”	means the board of Directors
“CALC”	means China Aircraft Leasing Group Holdings Limited, a company whose shares are listed on the Stock Exchange (stock code: 1848)
“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 Everbright”	means China Everbright Holding Limited, a company whose shares are listed on the Stock Exchange (stock code: 165)
“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
“Director(s)”	means the director(s) of the Company
“Group”	means the Company and its subsidiaries as at the date of this announcement
“Guarantor”	means China Asset Leasing Company Limited, a state-owned enterprise established in the PRC with limited liability
“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)
“Lease Term”	means the lease term under the Sale and Leaseback Agreements
“Leased Asset”	means an Airbus A320-214 aircraft
“Lessee”	means CALC Yifeng Limited, a state-owned enterprise established in the PRC with limited liability
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“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 Lessee”	means ZJ Jian’an Aircraft Leasing (Shanghai) Co., Ltd., a state-owned enterprise established in the PRC with limited liability
“Previous Transaction”	means the sale and leaseback arrangement entered into between Chengtong Financial Leasing and the Previous Lessee, the details of which are set out in the announcement of the Company dated 26 June 2025
“Purchase Price”	means the consideration payable by Chengtong Financial Leasing for the purchase of the Leased Asset from the Lessee
“RMB”	means Renminbi, the lawful currency of the PRC
“Sale and Leaseback Agreements”	means, collectively, the following agreements in respect of the Leased Asset dated 8 June 2026 and signed between Chengtong Financial Leasing and the Lessee: <ul style="list-style-type: none"> <li>(1) aircraft purchase and sale agreement; and</li> <li>(2) aircraft finance lease agreement</li> </ul>

“Sale and Leaseback Arrangement”	means the purchase of the Leased Asset by Chengtong Financial Leasing from the Lessee and the leaseback of the Leased Asset to the Lessee pursuant to the terms of the Sale and Leaseback Agreements
“Shareholder(s)”	means the shareholder(s) of the Company
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“%”	means per cent.

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

By order of the Board  
**China Chengtong Development Group Limited**  
**Chen Jianying**  
*Executive Director*

Hong Kong, 8 June 2026

*As at the date of this announcement, the non-executive Director is Ms. Sun Jie (Chairlady); the executive Directors are Mr. Chen Jianying and Ms. Bai Chunrui; and the independent non-executive Directors are Mr. Lee Man Chun, Tony, Professor He Jia and Mr. Liu Lei.*