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萬城
MILLION CITIES

萬城控股有限公司
MILLION CITIES HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2892)

**MAJOR TRANSACTION AND
EXEMPTED CONNECTED TRANSACTION
IN RELATION TO
THE PROPOSED EXECUTION OF THE SHARE MORTGAGE DEED**

Financial adviser to the Company



**DILIGENT
CAPITAL**

Diligent Capital Limited

THE FACILITY AGREEMENT

The Board announces that, subject to the effectiveness of the Share Mortgage Deed, the Borrower, the Guarantors, and the Lender will proceed to enter into the Facility Agreement, pursuant to which the Lender has committed to making the Facilities available to the Borrower, with the aggregate of the Loans at any and all times not exceeding RMB500,000,000, in its equivalent in HK\$.

THE SHARE MORTGAGE DEED

The Board proposes that MC Development, as the mortgagor, shall execute the Share Mortgage Deed in favor of the Lender, as mortgagee, to secure repayment of the Loan(s) in connection with the Facility Agreement and the performance of the obligations thereunder.

LISTING RULES IMPLICATIONS

As one or more of the applicable ratios (as defined under Rule 14.07 of the Listing Rules) for the Share Mortgage is more than 25% but less than 100%, the Share Mortgage constitutes a major transaction for the Company under Chapter 14 of the Listing Rules. Accordingly, the Share Mortgage Deed and transactions contemplated thereunder are subject to the reporting, announcement, circular, and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Pursuant to Rules 13.13 and 13.16 of the Listing Rules, a general disclosure obligation arises where the amount of advances by the Group to an entity and the financial assistance to an affiliated company (as defined under Rule 13.11(2) of the Listing Rules) of the Group, as the case may be, exceeds 8% under the assets ratio (as defined under Rule 14.07(1) of the Listing Rules). As the assets ratio (as defined under Rule 14.07(1) of the Listing Rules) for the Share Mortgage exceeds 8%, the Company is subject to the general disclosure obligation under Rules 13.13 and 13.16 of the Listing Rules.

As of the date of this announcement, the Company indirectly owns approximately 37.7% of the Borrower. Consequently, the Borrower is considered a commonly held entity of the Company in accordance with Rule 14A.27 under Chapter 14A of the Listing Rules.

According to Rule 14A.89 of the Listing Rules, financial assistance provided by a listed issuer's group to a connected person or commonly held entity is fully exempt if it is conducted (i) on normal commercial terms or better; and (ii) in proportion to the equity interest directly held by the listed issuer or its subsidiary in the connected person or the commonly held entity. Any guarantee given by the listed issuer's group must be on a several (and not a joint and several) basis.

The Board (with Mr. Wong Ting Chung, Ms. Wong Wai Ling, and Mr. Lau Ka Keung abstaining from voting) has approved the Share Mortgage Deed. The Directors concluded that, although the Share Mortgage is not in the ordinary and usual course of business of the Group, the terms of the Share Mortgage Deed are conducted on normal commercial terms or better and are in the interests of the Company and the Shareholders as a whole. Also, the Share Mortgage will be made available in proportion to the Group's directly held equity interest in Fortune Radiant and the Directors confirm that the Share Mortgage given by the Group is on a several basis (and not on a joint and several basis). As such, under Rule 14A.89 of the Listing Rules, the Share Mortgage is fully exempted under Chapter 14A of the Listing Rules, and is subject only to the reporting, announcement, circular, and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Mr. Wong Ting Chung, Ms. Wong Wai Ling (sister of Mr. Wong Ting Chung and a non-executive Director), and Mr. Lau Ka Keung (the spouse of Ms. Wong Wai Ling, a non-executive Director) are considered to have a material interest in the Share Mortgage. As a result, Mr. Wong Ting Chung, Ms. Wong Wai Ling, and Mr. Lau Ka Keung abstained from voting on the resolutions to approve the Share Mortgage Deed and the transactions contemplated thereunder at the Board meeting. Save as disclosed, none of the other Directors who attended the Board meeting have a material interest in the Share Mortgage.

THE EGM

The EGM will be convened for the Shareholders to consider and, if thought fit, to approve, among other things, the Share Mortgage Deed and the transactions contemplated thereunder.

As at the date of this announcement, Fortune Speed holds 562,500,000 Shares, representing 75% of the entire issued share capital of the Company and is the controlling Shareholder. Fortune Speed is ultimately beneficially owned by East Asia International Trustees Limited, the trustee of the Happy Family Trust. The Happy Family Trust was established by Mr. Wong Ting Chung, an executive Director, the chairman and chief executive officer of the Company, who serves as the settlor, protector, and one of the beneficiaries of the Happy Family Trust. Therefore, Fortune Speed will abstain from voting on the resolutions to approve the Share Mortgage Deed and the transactions contemplated thereunder at the EGM.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, save as disclosed, as at the date of this announcement, no other Shareholder is required to abstain from voting on the resolutions in respect of the Share Mortgage Deed and the transactions contemplated thereunder at the EGM.

GENERAL

A circular containing, among other things, (i) a letter from the Board setting out further details about the Share Mortgage Deed and the transactions contemplated thereunder; (ii) any other information required under the Listing Rules; and (iii) a notice convening the EGM is expected to be despatched to the Shareholders on or before 25 March 2026 as additional time is required to prepare the information for inclusion in the circular.

Shareholders and potential investors of the Company should note that the effectiveness of the Share Mortgage Deed is subject to the satisfaction of the conditions outlined in the section headed "Effectiveness of the Share Mortgage Deed" in this announcement. As a result, the Share Mortgage may or may not proceed.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in securities of the Company and are recommended to consult their professional advisers if they are in doubt about their position and as to actions that they should take.

THE FACILITY AGREEMENT

The Board announces that, subject to the effectiveness of the Share Mortgage Deed, the Borrower, the Guarantors, and the Lender will proceed to enter into the Facility Agreement.

Below is a summary of the proposed principal terms of the Facility Agreement:

- Parties : (i) the Borrower;
(ii) the Guarantors; and
(iii) the Lender.
- The Facilities : Subject to the terms of the Facility Agreement, the Lender has committed to making the Facilities available to the Borrower, with the aggregate of the Loans at any and all times not exceeding RMB500,000,000, in its equivalent in HK\$.
- Purpose of the Facilities : The Borrower shall apply the Loans towards the payment and repayment, in whole or in part, of its indebtedness owing, due, or payable to the Lender under the Existing Facilities.
- Repayment : The Final Maturity Date of the Facilities is 30 December 2028.
- Upon mutual agreement between the Borrower and the Lender on the terms of extension and subject to the obtaining by the Lender of all requisite internal and credit approvals, there being no default or event of default stated under the Facility Agreement which is continuing as at the Final Maturity Date, and the satisfaction of all conditions precedent (if any) under such agreed upon terms of extension, the Final Maturity Date may be extended for a period of 18 months from that date, provided that the Lender shall have absolute discretion in deciding whether the Final Maturity Date will be so extended.
- Interest : The rate of interest on the Loan(s) for each interest period is the percentage rate per annum which is:
- (a) during the period of the first six months after the First Utilisation Date, the lower of:

- (i) the fixed rate notified to the Borrower by the Lender upon receipt of the utilisation request relating to that Loan(s); and
- (ii) the aggregate of the applicable:
 - (A) Margin; and
 - (B) HIBOR,
- (b) at any time after the first six months after the First Utilisation Date, the aggregate of the applicable Margin and HIBOR.

THE SHARE MORTGAGE DEED

The Board proposes that MC Development, as the mortgagor, shall execute the Share Mortgage Deed in favor of the Lender, as mortgagee, to secure repayment of the Loan(s) in connection with the Facility Agreement and the performance of the obligations thereunder.

Below is a summary of the proposed principal terms of the Share Mortgage Deed.

Parties : (i) MC Development; and
(ii) the Lender.

To the best of the Director's knowledge, information and belief, having made all reasonable enquiry, the Lender and its ultimate beneficial owner(s) are Independent Third Parties.

Subject Matter

In accordance with the proposed terms outlined in the Share Mortgage Deed, MC Development shall create the Share Mortgage in favor of the Lender to secure the repayment of the Loan(s) in connection with the Facility Agreement and the performance of the obligations thereunder.

The Secured Assets

In accordance with the proposed terms outlined in the Share Mortgage Deed, MC Development shall (a) mortgage and agrees to mortgage, by way of first legal mortgage, all of the shares held by MC Development in the share capital of Fortune Radiant (the "Mortgaged Shares"), representing approximately 37.7% of the total issued share capital of Fortune Radiant as of the date of this announcement, and the Related Rights; and (b) mortgages, charges and assigns and agrees to mortgage, charge and assign by way of first fixed charge and/or first ranking Security all its rights, interest, title and estate in and to all the Mortgaged Shares and the Related Rights.

Ms. Teresa Wong, who owns approximately 62.3% of the total issued share capital of Fortune Radiant as of the date of this announcement, will enter into a separate share mortgage deed in favor of the Lender (the “**TW Deed**”). The TW Deed will serve the same purposes as the Share Mortgage Deed and will replicate its terms and conditions. Additionally, the TW Deed will be inter-conditional with the Share Mortgage Deed.

The Directors considered that both the Group and Ms. Teresa Wong will establish a proportional share mortgage over the principal amount of the Loan(s). This arrangement ensures that the liabilities arising from the Loan(s) will be allocated solely to the Group, in line with its shareholding in Fortune Radiant. As a result, the Directors believe that the risks associated with the Loan(s) are distributed on a fair and reasonable basis.

Delivery of Secured Assets

In accordance with the proposed terms outlined in the Share Mortgage Deed, within seven days of any right, money, or property (including shares, stocks, debentures, bonds, or other securities or investments) becoming classified as Security Assets, MC Development is required to provide the Lender, or as directed by the Lender, with all relevant documents referenced in the Share Mortgage Deed.

Enforcement of the Secured Assets

In accordance with the proposed terms outlined in the Share Mortgage Deed, the Security shall become immediately enforceable if an event of default set out in the Facility Agreement has occurred and is continuing.

In the event that the Security becoming enforceable, the Lender may, in its absolute discretion, enforce all or any part of the Security in any manner it sees fit. Also, the Lender may, without prior notice to MC Development or prior authorization from any court or any other person, sell or otherwise dispose of all or any part of the Security Assets at the times, in such manner and on such terms as it thinks fit.

To clarify, the Share Mortgage is intended to secure the repayment of a maximum Loan amount of approximately RMB188.5 million, representing approximately 37.7% of the maximum principal outlined in the Facility Agreement, and corresponds to the Group’s maximum exposure, which is 37.7% of MC Development’s equity interest in Fortune Radiant.

Effectiveness of the Share Mortgage Deed

The Share Mortgage Deed will become effective on the next Business Day following (i) the due execution of the Share Mortgage Deed by the respective legal representatives of MC Development and the Lender; and (ii) the passing of the resolutions by the Shareholders at the EGM approving the Share Mortgage Deed, and the transactions contemplated thereunder pursuant to the requirements of the Listing Rules and all other relevant rules and regulations.

The said conditions precedent cannot be waived.

INFORMATION OF THE COMPANY, THE GROUP AND MC DEVELOPMENT

The Company is an investment holding company incorporated under the laws of the Cayman Islands with limited liability. The Group is principally engaged in property development in the PRC.

MC Development is an investment holding company incorporated in the British Virgin Islands with limited liability and is a wholly-owned subsidiary of the Company as of the date of this announcement.

INFORMATION OF THE LENDER

The Lender is a licensed bank incorporated under the laws of the Republic of Singapore with limited liability. The Lender operates through its Hong Kong Branch, which primarily provides banking and financial services.

To the best of the Director's knowledge, information and belief, having made all reasonable enquiries, the Lender and its ultimate beneficial owner(s) are Independent Third Parties.

INFORMATION OF THE BORROWER AND FORTUNE RADIANT

The Borrower is an investment holding company incorporated in Hong Kong with limited liability. As of the date of this announcement, the Borrower is wholly owned by Fortune Radiant.

Fortune Radiant is a company incorporated in the British Virgin Islands with limited liability. As of the date of this announcement, Fortune Radiant is the parent company of the Borrower, which in turn wholly owns Huizhou Lixin Technology Limited* (惠州立信科技有限公司) and Huizhou Chuangyexing Property Management Co., Ltd.* (惠州創業興物業管理有限公司), which are principally engaged in property investment and property leasing in the PRC.

As of the date of this announcement, MC Development owns 37.7% of the total issued share capital of Fortune Radiant, while Ms. Teresa Wong, a daughter of Mr. Wong Ting Chung (who is an executive Director, as well as the chairman and chief executive officer of the Company), holds approximately 62.3% of the total issued share capital of Fortune Radiant.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SHARE MORTGAGE DEED

The Share Mortgage Deed has been established in conjunction with the Facility Agreement and serves as a refinancing solution to replace the Existing Facilities. The initial purpose of the Existing Facilities was to provide funds for the construction and

development of investment properties owned by Huizhou Lixin Technology Limited, which is a wholly-owned subsidiary of the Borrower. As of the date of this announcement, all properties held by the Borrower are currently operational and generating rental income.

The share mortgage established to secure repayment of the Loans from both the Group and Ms. Teresa Wong is intended to assist the Borrower in extending the Loans under the Existing Facilities. This support is intended to reduce the Borrower's financial stress, provide a longer repayment period, and enhance financial management flexibility. Furthermore, it will enable the Borrower to allocate resources towards operational improvements or the expansion of property development. This strategic arrangement facilitates improved long-term planning and aligns with the expected cash-flow and revenue-generation timelines for the investments.

In addition, Ms. Teresa Wong will enter into the TW Deed, which will be inter-conditional with the Share Mortgage Deed. The Share Mortgage will serve as a proportional mortgage based on the principal amount of the Loan(s). This arrangement ensures that liabilities arising from the Loan(s) will be solely allocated to the Group, consistent with its shareholding in Fortune Radiant. Therefore, the Directors are confident that the risks associated with the Loan(s) are allocated on a fair and reasonable basis.

Furthermore, Fortune Radiant maintains a positive net asset value as at the date of this announcement, which indicates that it has sufficient assets to cover the Loan. As such, the likelihood of enforcing the Share Mortgage is considered minimal.

Taking into account the above factors, the Directors are of the view that the terms of the Share Mortgage Deed are on normal commercial terms or better, and the Share Mortgage is fair and reasonable, and is in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable ratios (as defined under Rule 14.07 of the Listing Rules) for the Share Mortgage is more than 25% but less than 100%, the Share Mortgage constitutes a major transaction for the Company under Chapter 14 of the Listing Rules. Accordingly, the Share Mortgage Deed and transactions contemplated thereunder are subject to the reporting, announcement, circular, and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Pursuant to Rules 13.13 and 13.16 of the Listing Rules, a general disclosure obligation arises where the amount of advances by the Group to an entity and the financial assistance to an affiliated company (as defined under Rule 13.11(2) of the Listing Rules) of the Group, as the case may be, exceeds 8% under the assets ratio (as defined under

Rule 14.07(1) of the Listing Rules). As the assets ratio (as defined under Rule 14.07(1) of the Listing Rules) for the Share Mortgage exceeds 8%, the Company is subject to the general disclosure obligation under Rules 13.13 and 13.16 of the Listing Rules.

As of the date of this announcement, the Company indirectly owns approximately 37.7% of the Borrower. Consequently, the Borrower is considered a commonly held entity of the Company in accordance with Rule 14A.27 under Chapter 14A of the Listing Rules.

According to Rule 14A.89 of the Listing Rules, financial assistance provided by a listed issuer's group to a connected person or commonly held entity is fully exempt if it is conducted (i) on normal commercial terms or better; and (ii) in proportion to the equity interest directly held by the listed issuer or its subsidiary in the connected person or the commonly held entity. Any guarantee given by the listed issuer's group must be on a several (and not a joint and several) basis.

The Board (with Mr. Wong Ting Chung, Ms. Wong Wai Ling, and Mr. Lau Ka Keung abstaining from voting) has approved the Share Mortgage Deed. The Directors concluded that, although the Share Mortgage is not in the ordinary and usual course of business of the Group, the terms of the Share Mortgage Deed are conducted on normal commercial terms or better and are in the interests of the Company and the Shareholders as a whole. Also, the Share Mortgage will be made available in proportion to the Group's directly held equity interest in Fortune Radiant and the Directors confirm that the Share Mortgage given by the Group is on a several basis (and not on a joint and several basis). As such, under Rule 14A.89 of the Listing Rules, the Share Mortgage is fully exempted under Chapter 14A of the Listing Rules, and is subject only to the reporting, announcement, circular, and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Mr. Wong Ting Chung, Ms. Wong Wai Ling (sister of Mr. Wong Ting Chung and a non-executive Director), and Mr. Lau Ka Keung (the spouse of Ms. Wong Wai Ling, a non-executive Director) are considered to have a material interest in the Share Mortgage. As a result, Mr. Wong Ting Chung, Ms. Wong Wai Ling, and Mr. Lau Ka Keung abstained from voting on the resolutions to approve the Share Mortgage Deed and the transactions contemplated thereunder at the Board meeting. Save as disclosed, none of the other Directors who attended the Board meeting have a material interest in the Share Mortgage.

THE EGM

The EGM will be convened for the Shareholders to consider and, if thought fit, to approve, among other things, the Share Mortgage Deed and the transactions contemplated thereunder.

As at the date of this announcement, Fortune Speed holds 562,500,000 Shares, representing 75% of the entire issued share capital of the Company and is the controlling Shareholder. Fortune Speed is ultimately beneficially owned by East Asia

International Trustees Limited, the trustee of the Happy Family Trust. The Happy Family Trust was established by Mr. Wong Ting Chung, an executive Director, the chairman and chief executive officer of the Company, who serves as the settlor, protector, and one of the beneficiaries of the Happy Family Trust. Therefore, Fortune Speed will abstain from voting on the resolutions to approve the Share Mortgage Deed and the transactions contemplated thereunder at the EGM.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, save as disclosed, as at the date of this announcement, no other Shareholder is required to abstain from voting on the resolutions in respect of the Share Mortgage Deed and the transactions contemplated thereunder at the EGM.

GENERAL

A circular containing, among other things, (i) a letter from the Board setting out further details about the Share Mortgage Deed and the transactions contemplated thereunder; (ii) any other information required under the Listing Rules; and (iii) a notice convening the EGM is expected to be despatched to the Shareholders on or before 25 March 2026 as additional time is required to prepare the information for inclusion in the circular.

Shareholders and potential investors of the Company should note that the effectiveness of the Share Mortgage Deed is subject to the satisfaction of the conditions outlined in the section headed "Effectiveness of the Share Mortgage Deed" in this announcement. As a result, the Share Mortgage may or may not proceed.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in securities of the Company and are recommended to consult their professional advisers if they are in doubt about their position and as to actions that they should take.

DEFINITIONS

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

"associate(s)"	has the meaning ascribed thereto under to the Listing Rules
"Board"	the board of Directors
"Borrower"	Union Mark Limited, a company incorporated in Hong Kong with limited liability and is a wholly-owned subsidiary of Fortune Radiant as of the date of this announcement

“Business Day(s)”	a day (excluding Saturday, Sunday and any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon or on which “extreme conditions” caused by super typhoons is in force between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon) on which commercial banks are open for business in Hong Kong
“Company”	Million Cities Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2892)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened to consider and, if thought fit, approve the Share Mortgage Deed and the transaction contemplated thereunder
“Existing Facilities”	the facilities under a facility agreement dated 28 June 2021 and entered into between, among others, the Borrower and the Lender relating to the secured flipper term loan facilities of up to RMB550,000,000 (in its equivalent in HK\$) as amended and supplemented from time to time
“Facilities”	the flipper term loan facilities made available under the Facility Agreement
“Facility Agreement”	the facility agreement that will be entered into by the Borrower, the Guarantors, and the Lender in relation to the provision of secured flipper term loan facilities of up to RMB500,000,000 (or its equivalent in HK\$)
“Final Maturity Date”	30 December 2028, being the final maturity date of the Facilities
“First Utilisation Date”	the first date of utilisation of the Facilities, being the first date on which the Loan(s) under the Facility Agreement are to be made

“Fortune Radiant”	Fortune Radiant City Limited, a company incorporated in the British Virgin Islands with limited liability, is owned approximately 37.7% by MC Development and approximately 62.4% by Ms. Teresa Wong as of the date of this announcement
“Group”	the Company and its subsidiaries
“Guarantors”	collectively, Main Power Limited* (麗權有限公司), a company incorporated in Hong Kong with limited liability, and Fortune Radiant
“HIBOR”	Hong Kong interbank offered rate administered by the Treasury Markets Association for HK\$
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third party(ies) who, to the best of the Directors’ knowledge, information and belief, having made all reasonable enquiry, are independent of and not acting in concert or connected with the Company and any of its connected persons or any of their respective associates
“Lender”	United Overseas Bank Limited, a licensed bank incorporated under the laws of the Republic of Singapore
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loans”	loan(s) made or to be made under the Facility Agreement or the principal amount outstanding for the time being of that loan(s)
“Margin”	2.0% per annum
“MC Development”	Million Cities Development Limited, a company incorporated in the British Virgin Islands with limited liability and is a wholly-owned subsidiary of the Company as of the date of this announcement
“Mortgaged Shares”	all of the shares held by MC Development in the share capital of Fortune Radiant, representing approximately 37.7% of the total issued share capital of Fortune Radiant as of the date of this announcement

“Ms. Teresa Wong”	Ms. Wong Teresa, a daughter of Mr. Wong Ting Chung (who is an executive Director, as well as the chairman and chief executive officer of the Company)
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC, and Taiwan
“Related Rights”	any dividend, interest or other distribution paid or payable in relation to any Mortgaged Shares and any right, money or property accruing or offered at any time in relation to any Mortgaged Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise
“RMB”	Renminbi, the lawful currency of the PRC
“Secured Assets”	all assets of MC Development, which are the subject of any security created by the Share Mortgage Deed
“Security”	a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
“Share(s)”	ordinary share(s) in the issued share capital of the Company
“Share Mortgage”	the share mortgage over approximately 37.7% of the equity interest in Fortune Radiant held by MC Development, to be provided by MC Development in favour of the Lender pursuant to the terms of the Share Mortgage Deed to secure the repayment of the Loans and the performance of the obligations thereunder
“Share Mortgage Deed”	the share mortgage deed that will be entered into between MC Development as mortgagor and the Lender as mortgagee in relation to the Share Mortgage
“Shareholder(s)”	the holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the meaning as ascribed to it under the Listing Rules

“TW Deed” the share mortgage deed that will be entered into between Ms. Teresa Wong as mortgagor and the Lender as mortgagee in relation to the share mortgage over approximately 62.3% of the equity interest in Fortune Radiant held by Ms. Teresa Wong, provided by Ms. Teresa Wong in favour of the Lender to secure the repayment of the Loans and the performance of the obligations thereunder

“%” per cent.

By order of the Board
Million Cities Holdings Limited
Wong Ting Chung
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 4 February 2026

As at the date of this announcement, the executive Directors are Mr. Wong Ting Chung (the chairman and the chief executive officer of the Company) and Mr. Li Wa Tat Benedict; the non-executive Directors are Mr. Lau Ka Keung and Ms. Wong Wai Ling; and the independent non-executive Directors are Mr. Ip Shu Kwan, Stephen, Mr. Li Yinquan, and Ms. Man Wing Yee, Ginny.

* *for identification purposes only*