

**DATE: 19 December 2025**

**CHINA CASTSON 81 FINANCE COMPANY LIMITED**  
**(as Company)**

**and**

**GOODCHAMP HOLDINGS LIMITED**  
**(as Underwriter)**

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**UNDERWRITING AGREEMENT**

**relating to a Rights Issue of up to**  
**381,000,000 Rights Shares**  
**(in the proportion of five (5) Rights Share**  
**for every two (2) Shares held on the Record Date)**  
**at HK\$0.102 per Rights Share payable in full on acceptance**

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**THIS AGREEMENT is dated 19 December 2025**

**BETWEEN:**

- (1) **CHINA CASTSON 81 FINANCE COMPANY LIMITED**, an exempted company continued into Bermuda with limited liability under the laws of the Bermuda whose registered office is situated at Victoria Place, 5<sup>th</sup> Floor, 31 Victoria Street, Hamilton HM 10, Bermuda and whose principal place of business in Hong Kong is at Flat 18, 9/F. Block B, Focal Industrial Centre, 21 Man Lok Street, Hunghom, Kowloon, Hong Kong ("**Company**"); and
- (2) **GOODCHAMP HOLDINGS LIMITED**, a company incorporated in British Virgin Islands and having its registered office at P. O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands and its principal place of business in Hong Kong at Flat 32, 8/F., Block B, Focal Ind. Centre, 21 Man Lok Street, Hunghom, Kowloon. ("**Underwriter**").

**WHEREAS:**

- (A) The Company is an exempted company continued into Bermuda whose Shares are listed on the Stock Exchange (stock code: 810). As at the date hereof, the authorised share capital of the Company is HK\$200,000,000 divided into 20,000,000,000 Shares, of which 203,643,187 Shares are in issue. The par value of each Share is HK\$0.01.
- (B) As at the date hereof, the Company does not have any outstanding obligation to issue shares in the Company or any outstanding share options, derivatives or securities which are convertible or exchangeable into shares in the Company and no person has the right to call for the allotment or issue of any shares or other securities of the Company.
- (C) The Company proposes to undergo the Rights Issue and to offer to the Qualifying Shareholders, by way of rights issue, up to 509,107,967 Rights Shares (assuming no further issue of new Shares or repurchase of Shares on or before the Record Date), on the basis of five (5) Rights Share for every two (2) Shares held on the Record Date on a non-fully underwritten basis.
- (D) As at the date hereof, the Underwriter is beneficially interested in 35,305,770 Shares, representing approximately 17.34% of the issued share capital of the Company. As at the date hereof, the Underwriter gives an irrevocable undertaking in favour of the Company to, among others, subscribe for the Rights Shares to which they are entitled to under the Rights Issue.
- (E) Pursuant to Rule 7.21(2) of the Listing Rules, the Company will make arrangements described in Rule 7.21(1)(b) of the Listing Rules to dispose of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) by offering the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) to the independent placees. Any Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) which are not placed under the compensatory arrangements will be underwritten by the Underwriter.
- (F) The Company has agreed to appoint the Underwriter, and the Underwriter has agreed to underwrite 381,000,000 Rights Shares, on the terms and subject to the conditions hereinafter appearing.
- (G) Upon completion of the Rights Issue, the Underwriter and the parties acting in concert with it will be interested in 504,570,195 Shares, representing approximately 74.98% of the issued share capital of the Company as enlarged by the issued of the Rights Shares,

assuming that there is no change in issued share capital of the Company other than the allotment and issue of the Rights Shares and assuming no Qualifying Shareholders taking up any of his/her/its entitlement under the Rights Issue except for the Irrevocable Undertaking and the Underwriter taking up the Underwritten Shares.

- (H) Accordingly, the Underwriter would be required to make a general offer under Rule 26 of the Takeovers Code for all the Shares and other securities not already owned or agreed to be acquired by it and parties acting with it, unless the Whitewash Waiver is granted.
- (I) An application will be made by Underwriter to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code.
- (J) Application will be made by the Company to the Stock Exchange for the listing of and permission to deal in the Rights Shares (in their nil-paid and fully-paid forms).

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions**

- 1.1 In this Agreement including the Recitals hereto, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Announcement”</b>	the announcement to be made by the Company concerning the Rights Issue and this Agreement substantially in the form of the draft annexed hereto marked “A” (subject to such amendments as the Company and the Underwriter may agree);
<b>“associate”</b>	has the meaning ascribed to it under the Listing Rules;
<b>“Audited Accounts”</b>	the audited consolidated accounts of the Group for the financial year ended on the Audited Accounts Date;
<b>“Audited Accounts Date”</b>	31 December 2024;
<b>“Board”</b>	the board of Directors;
<b>“business day”</b>	a day (excluding a Saturday and Sunday and public holiday) on which licensed banks in Hong Kong are open for general business ;
<b>“CCASS”</b>	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;
<b>“Companies Ordinance”</b>	the Companies Ordinance, Chapter 622 of the laws of Hong Kong, as amended from time to time;
<b>“Companies (Winding Up and</b>	the Companies (Winding Up and

<b>Miscellaneous Provisions) Ordinance"</b>	Miscellaneous Provisions) Ordinance, Chapter 32 of the laws of Hong Kong, effective from 3 March 2014, as amended from time to time;
<b>"Conditions Precedent"</b>	the conditions set out in Clause 2.1;
<b>"Constitution"</b>	in relation to a corporation, the memorandum and articles of association, charter, bye-laws, memorandum or other document constituting or defining the constitution of that corporation or governing the activities or conduct of that corporation and its members;
<b>"Director(s)"</b>	director(s) of the Company for the time being;
<b>"Executive"</b>	the Executive Director of the Corporate Finance Division of the SFC or any of his delegate(s);
<b>"ES Unsold Rights Share(s)"</b>	the Rights Share(s) which would otherwise has/have been provisionally allotted to the Excluded Shareholders (if any) in nil-paid form that has/have not been sold by the Company;
<b>"Excluded Shareholder(s)"</b>	the Overseas Shareholder(s) whom the Directors, after marking enquiries, consider it necessary, or expedient not to offer the Rights Shares to such Shareholder(s) on account either of legal restrictions under the laws of relevant place or the requirements of the relevant regulatory body or stock exchange in that place;
<b>"Independent Shareholder(s)"</b>	any Shareholder(s) who are not required to abstain from voting at the SGM under the Listing Rules;
<b>"Irrevocable Undertaking"</b>	the irrevocable undertaking given by the Underwriter, pursuant to which the Underwriter irrevocably undertakes to the Company that is assured entitlements to Rights Shares;
<b>"Listing Rule"</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong as amended from time to time;
<b>"Group"</b>	the Company and its subsidiaries;
<b>"Hong Kong"</b>	the Hong Kong Special Administrative Region of the People's Republic of China;
<b>"Latest Time for Acceptance"</b>	4:00 p.m. on Wednesday, 4 March 2026 or

such later time as may be agreed between the Company and the Underwriter, being the latest time for acceptance of the offer of Rights Shares and if there is a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above or “extreme conditions” caused by super typhoons as announced by the Government of the Hong Kong Special Administrative Region (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on such day, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same day instead; and (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on such day, the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the following business day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.;

**“Latest Time for Termination”**

4:00 p.m. on Tuesday, 17 March 2026, being the first business day after the Latest Time for Acceptance, or such later time as may be agreed between the Company and the Underwriter in writing;

**“Overseas Shareholder(s)”**

Shareholder(s) with registered address(es) (as shown in the register of members of the Company on the Record Date) which is/are outside Hong Kong;

**“Prospectus”**

the prospectus to be issued by the Company in connection with the Rights Issue in the agreed form expected to be dated the Prospectus Posting Date, including any supplemental prospectus supplemental thereto;

**“Prospectus Documents”**

the Prospectus and the Provisional Allotment Letter;

**“Prospectus Posting Date”**

Friday, 13 February 2026 or such other date as may be agreed in writing between the Company and the Underwriter, being the date of despatch of the Prospectus Documents;

**“Provisional Allotment Letter”**

the provisional allotment letter to be used in connection with the Rights Issue in the agreed form;

**“Qualifying Shareholders”**

Shareholders whose names appear on the register of members of the Company on the Record Date, other than the Excluded

	Shareholders;
<b>“Record Date”</b>	Thursday, 12 February 2026 or such other date as may be agreed between the Company and the Underwriter in writing, being the date for determining entitlements of Shareholders to participate in the Rights Issue;
<b>“Registrars”</b>	Tricor Investor Services Limited, the branch share registrar and transfer office of the Company in Hong Kong, whose office is at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;
<b>“Rights Issue”</b>	the proposed issue of the Rights Shares on the basis of five (5) Rights Share for every two (2) Shares held on the Record Date at the Subscription Price pursuant to the Prospectus Documents and as contemplated under this Agreement;
<b>“Rights Shares”</b>	up to 509,107,967 Rights Shares proposed to be allotted and issued by the Company under the Rights Issue;
<b>“Settlement Date”</b>	the fourth business day after the Latest Time for Acceptance or such later time as may be agreed between the Company and the Underwriter;
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong;
<b>“SFO”</b>	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
<b>“SGM”</b>	the special general meeting of the Company to be convened and held at which resolution will be proposed to consider, and, if thought fit, to approve, among other things, the Rights Issue, this Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver;
<b>“Shareholder(s)”</b>	holder(s) of Share(s);
<b>“Share(s)”</b>	ordinary shares(s) of HK\$0.01 each in the share capital of the Company;
<b>“Specified Event”</b>	an event occurring or matter arising on or after the date hereof and prior to the Latest Time for Termination which render any of the warranties contained in Clause 10.1 untrue, inaccurate or misleading;

<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“Subscription Price”</b>	the issue price of HK\$0.102 per Rights Share at which the Rights Shares are proposed to be offered for subscription under the Rights Issue;
<b>“subsidiary”</b>	has the same meaning as in section 15 of the Companies Ordinance;
<b>“Takeovers Code”</b>	the Hong Kong Code on Takeovers and Mergers;
<b>“Underwriting Commission”</b>	commission payable to the Underwriter in amount determined in accordance with Clause 8.1;
<b>“Underwritten Shares”</b>	381,000,000 Rights Shares;
<b>“Unsubscribed Rights Shares”</b>	the Rights Shares that are not subscribed by the Qualifying Shareholders or holders of nil-paid rights, other than the Rights Shares subscribed by Underwriter pursuant to the irrevocable undertaking;
<b>“Whitewash Waiver”</b>	a waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code to waive the obligation of the Underwriter to make a mandatory general offer to the Shareholders in respect of the Shares not already owned or agreed to be acquired by the Underwriter and parties acting in concert with it as a result of the taking up of the Underwritten Shares by the Underwriter pursuant to this Agreement;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong.

- 1.2 References to the singular number include the plural and vice versa and references to one gender include every gender.
- 1.3 Any reference to a document being “in the agreed form” means in such form as may following the date of this Agreement be agreed between the Company and the Underwriter, both acting reasonably.
- 1.4 References to Clauses, Recitals and Schedules are to clauses of, recitals and schedules to this Agreement.
- 1.5 References in this Agreement to time are to Hong Kong time.
- 2. Conditions**
- 2.1 The obligations of the Underwriter under Clause 6 are conditional upon:



- (1) the passing by the Independent Shareholders at the special general meeting to be held by the Company of (i) ordinary resolutions to approve this Agreement, the Rights Issue and the transactions contemplated thereunder (more than 50% of the Independent Shareholders either in person or by proxy at the SGM by way of poll); and (ii) special resolutions to approve the Whitewash Waiver (at least 75% of the Independent Shareholders either in person or by proxy at the SGM by way of poll) in accordance with the Listing Rules and the Takeovers Code by no later than the Prospectus Posting Date;
  - (2) the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked the listing of and permission to deal in the Rights Shares (in their nil-paid and fully-paid forms) by no later than the first day of their dealings;
  - (3) the delivery to the Stock Exchange for authorisation and the registration with the Registrar of Companies in Hong Kong respectively one copy of the Prospectus Documents each duly signed by two Directors (or by their agents duly authorised in writing) as having been approved by resolutions of the Directors (and all other documents required to be attached hereto) in electronic format and otherwise in compliance with the Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) not later than the Prospectus Posting Date;
  - (4) the posting of the Prospectus Documents to the Qualifying Shareholders and the posting of the Prospectus and a letter in the agreed form to the Excluded Shareholders, if any, for information purpose only explaining the circumstances in which they are not permitted to participate in the Rights Issue by no later than the Prospectus Posting Date;
  - (5) this Agreement not having been terminated by the Underwriter pursuant to the terms hereof on or before the Latest Time for Termination; and
  - (6) due compliance with and performance by the Company of all undertakings and obligations in all material respects under the terms of this Agreement and all representations and warranties thereunder remain to be true and accurate in all material respects.
- 2.2 The Company shall use all reasonable endeavours to procure the fulfillment of the Conditions Precedent in Clauses 2.1(1) to (6) by the Latest Time for Acceptance and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all such acts and things as may be necessary in connection with the fulfillment of all the Conditions Precedent.
- 2.3 All Conditions Precedent set out in Clauses 2.1 are incapable of being waived by the Underwriter and the Company.
- 2.4 If the Conditions Precedent set out in Clause 2.1 are not satisfied by the Latest Time for Acceptance and/or the Conditions Precedent in Clauses 2.1(5) do not remain fulfilled up to the Latest Time for Termination, this Agreement shall terminate (save in respect of any provisions of Clause 8.2, 11, 14 and 16) and no party hereto will have any claim against any other party for cost, damages, compensation or otherwise (save in respect of any rights or obligations which may have accrued under this Agreement prior to such termination).

**3. Publication of the Announcement**

- 3.1 Subject to approval by the Stock Exchange (if required), the Company shall use its reasonable endeavours to procure the publication of the Announcement on the websites of the Company and the Stock Exchange respectively as soon as reasonably practicable following the signing of this Agreement.

**4. Provisional Allotment of Rights Shares**

4.1 The Company shall:

- (1) procure that the Rights Shares are provisionally allotted by a resolution of the Board (or a duly constituted committee of the Board) on the terms set out in the Prospectus Documents to the Qualifying Shareholders on the Prospectus Posting Date;
- (2) following the issue of a certificate of authorisation of registration under section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, procure a copy of the Prospectus Documents (duly signed by or on behalf of two Directors in accordance with section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance) to be delivered to the Registrar of Companies in Hong Kong in electronic format for registration together with any other documents required by applicable law or regulation to be annexed thereto on or before the Prospectus Posting Date;
- (3) subject to the provision of Clause 4.1(2) and subject as hereinafter provided, procure the posting of the Prospectus Documents to the Qualifying Shareholders on the Prospectus Posting Date; and
- (4) deliver to the Underwriter certified copies of the resolutions referred to in Clauses 2.1(1) and 4.1(1) and the following documents on or before the Prospectus Posting Date:
  - (a) evidence of approval from the Stock Exchange that the Prospectus Documents are authorised for registration pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
  - (b) copies of the signed letters from each of the Directors accepting responsibility for the Prospectus Documents, in the terms set out in the Prospectus and signed statements of interests of each of the Directors concerning matters to be disclosed in the Prospectus;
  - (d) certified signed copies of letters from the auditors of the Company addressed to the Company in relation to their review of the indebtedness statement and cashflow projections as set out in the Prospectus and their opinion on the Directors' working capital sufficiency statement of the Group as set out in the Prospectus.

- 4.2 The Rights Shares, when allotted and fully-paid, shall rank *pari passu* in all respects with the Shares then in issue on the date of allotment of the Rights Shares in fully-paid form, including the right to receive all dividends and distributions which may be declared, made or paid on or after such date.

**5. Excluded Shareholders**

- 5.1 Unless the Board otherwise resolves having taken account of the opinion of its legal advisers of the relevant jurisdictions in which the Overseas Shareholders are situate, the Company shall, on or within two business days after the Prospectus Documents are posted to Shareholders in accordance with Clause 4.1(3), post copies of the Prospectus (without the Provisional Allotment Letter) marked "For Information Only" to the Excluded Shareholders.

**6. Underwriting Obligations**

- 6.1 The Underwriter's obligations under this Clause shall terminate if, before the Latest Time for Acceptance, Provisional Allotment Letters in respect of all the Underwritten Shares (including any Rights Shares falling within the provisions of Clause 5.2) have been lodged for acceptance (whether by the persons to whom the Underwritten Shares were provisionally allotted or by renouncees of the right to accept allotment) in accordance with the terms of the Prospectus Documents, together with cheques or bankers' cashier orders or other remittances for the full amount payable thereunder which are honoured on first or, at the discretion of the Company after consultation with the Underwriter, subsequent presentation (the Underwritten Shares comprised in Provisional Allotment Letters which are so lodged together with such remittances are herein referred to as having been "accepted" and cognate expressions shall be construed accordingly); or
- 6.2 If, however, by the Latest Time for Acceptance any of the Unsubscribed Rights Shares and/or the ES Unsold Rights Shares (if any) have not been placed by the placing agent under the compensatory arrangement, the Company shall as soon as practicable thereafter and in any event before 5:00 p.m. on the first business day after the Latest Time for Acceptance notify or procure the Registrars on behalf of the Company to notify the Underwriter in writing of the number of Unsubscribed Rights Shares and/or ES Unsold Rights Shares (if any), and no later than 4:00 p.m. on the third business day after the Latest Time for Acceptance the Underwriter shall subscribe on the terms of the Prospectus Documents (so far as the same are applicable) for such Untaken Shares.
- 6.3 The Underwriter shall (subject to this Agreement not having been terminated by the Underwriter pursuant to the provisions hereof), after the receipt of the notification referred to in Clause 6.3 but not later than 4:00 p.m. on the Settlement Date, pay to the Company by way of banker's draft or cashier's order drawn on a bank in Hong Kong or such other way as agreed between the Company and the Underwriter of the aggregate Subscription Price in respect of the Underwritten Shares for which it is obliged to subscribe or procure subscription in accordance with this Clause, less any amounts payable to the Underwriter pursuant to Clause 8.1. The Company shall arrange for delivery to the Underwriter or its nominee of share certificates in respect of the fully paid Underwritten Shares for which the Underwriter has subscribed in such names and in such denominations as it may reasonably require at the same time as share certificates are despatched generally to persons who have accepted Rights Shares or, where the Underwriter has designated an investor participant or CCASS participant stock account for deposit of all or part of the Rights Shares, evidence to the satisfaction of the Underwriter that such documents and instructions required to effect the crediting of such Rights Shares have been signed or given, as the case may be.
- 6.4 If the Underwriter shall default in complying with its obligations under Clause 6.3, the Company, by giving written notice to the Underwriter, shall be entitled (and is hereby irrevocably authorised) to treat this Agreement as an application by the Underwriter for the Underwritten Shares which have not been taken up on the terms of the Prospectus

Documents (so far as the same are applicable) and to allot and issue the same to the Underwriter and register the same in the name of the Underwriter and payment therefor at the aggregate Subscription Price less any amounts payable to the Underwriter for its account pursuant to Clause 8.1 shall be made by the Underwriter on the Settlement Date. The Company shall deliver to the Underwriter (or as it may direct) documentary evidence of entitlement to the Underwritten Shares reasonably satisfactory to the Underwriter.

- 6.5 The Underwriter further undertakes to the Company that in the event of it being called upon to subscribe for the Unsubscribed Rights Shares and/or the ES Unsold Rights Shares (if any) pursuant to Clause 6.2, in the event that there is insufficient public float of the Company within the meaning of the Listing Rules immediately upon completion of the Rights Issue solely because of the Underwriter's performance of its obligations pursuant to Clause 6.2, it agrees to take such appropriate steps as may be reasonably required to maintain the minimum public float for the Shares in compliance with Rule 8.08 of the Listing Rules.

## **7. Obligations of the Underwriter**

- 7.1 Any transaction carried out by the Underwriter pursuant to Clause 6 (other than the obligation to subscribe for any Underwritten Shares pursuant to Clause 6.2 and the obligations contained in Clause 7.2) shall constitute a transaction carried out at the request of the Company and as its agent and not in respect of the Underwriter's own account. The Underwriter (in relation to Clause 6) shall not be responsible for any loss or damage to any persons arising from any such transaction or for any alleged insufficiency of any dealing price at which any of the Rights Shares may be sold by any such person or for the timing of any such transaction, except where such loss or damage arises from the gross negligence or default of the Underwriter or any agent appointed by it for such purpose.
- 7.2 In acting as agent of the Company hereunder, the Underwriter shall comply with all applicable laws and shall not do or omit anything, the doing or omission of which shall or may cause the Company or any of its Directors to be in breach of any applicable laws, and in particular, but without prejudice to the generality of the foregoing, shall ensure that all offers made by it of the Rights Shares are made only in compliance with all applicable laws and regulations and do not require the registration of the Prospectus Documents or any of them or any other document as a prospectus or otherwise in any jurisdiction other than Hong Kong and the Underwriter shall not make or purport to make on behalf of the Company any representation or warranty not contained in the Prospectus Documents.

## **8. Fees and Expenses**

- 8.1 In consideration of the Underwriter's obligations under this Agreement to underwrite the Underwritten Shares and the Underwriter's services in connection with the issue of the Rights Shares, the Company shall by not later than the date of despatch of the share certificates in respect of the Rights Shares make the following payments to the Underwriter as indicated below:

- (1) nil commission in respect of the Underwritten Shares; and
- (2) all reasonable costs and other out-of-pocket expenses properly incurred by the Underwriter in respect of the Rights Issue.

- 8.4 The Company shall bear its own legal fees, accountancy and other professional fees, the Registrars' fees, the cost of printing and distribution of the Announcement, the circular, the Prospectus Documents and all amendments and supplements thereto and all other costs, charges and expenses relating to the issue of the Rights Shares and associated transactions (including, without limitation, all fees payable to the Stock Exchange in connection with the listing of the Rights Shares). The Company shall upon request by the Underwriter reimburse the Underwriter for any such expenses as are referred to above which the Underwriter may have paid or incurred on behalf of the Company as soon as practicable.

**9. Announcements**

Save as expressly required hereunder or as otherwise required by the Stock Exchange or the SFC or under the Listing Rules or under the Takeovers Code or under the SFO, no public announcement or communication to the Shareholders or to the Stock Exchange or to the SFC concerning the Company and/or its subsidiaries which is material in relation to the Rights Issue shall be made or despatched by the Company or the Underwriter between the date hereof and, if all the Underwritten Shares are taken up, the Latest Time for Acceptance or, in any other case, the time at which the Underwriter is obliged to make payment under Clause 6, without prior written approval from the Company and the Underwriter as to the content, timing and manner of making or despatch thereof.

**10. Representations, Warranties and Undertakings**

- 10.1 The Company represents and warrants to and undertakes with the Underwriter in the following terms:
- (1) the facts stated in Recitals (A) to (C) to this Agreement are true and accurate in all material respects;
  - (2) all statements of fact contained or to be contained in the Announcement and the Prospectus Documents are and will at the date of issue thereof be true and accurate and not misleading and all expressions of opinion, intention and expectation expressed therein are and will be fair and made after due and careful consideration;
  - (3) there will be no information not disclosed in the Prospectus Documents (i) the omission of which makes any statement therein misleading or which, in the context of the issue of the Rights Shares, is material for disclosure therein; or (ii) which is necessary to enable investors to make an informed assessment of the activities, assets and liabilities, financial position, profits and losses and prospects of the Group;
  - (4) save as disclosed in the Audited Accounts, the audited consolidated statement of financial position of the Group as at the Audited Accounts Date, the audited consolidated statement of profit or loss and other comprehensive income of the Group for the financial year ended on such date (including the notes thereto) were prepared in accordance with the applicable law and on a basis consistent with that adopted in preparing the audited accounts for the previous financial year in accordance with accounting principles, standards and practices generally accepted in Hong Kong so as to give (except to the extent (if any) disclosed therein) a true and fair view of the state of affairs of the Group as at the Audited Accounts Date and the profit or loss of the Group for the year ended on the Audited Accounts Date;

- (5) the statements, forecasts, estimates and expressions of opinion contained in the Announcement and to be contained in the Prospectus have been and will at the respective dates of issue thereof be made after due and proper consideration, are and will at the respective dates of issue thereof be fair and honest and represent reasonable expectations based on facts known to the Company and/or the Directors or any of them;
- (6) all information necessary for the purpose of, or in the course of preparation of, the Announcement and the Prospectus, or which ought reasonably to have been disclosed or made available by the Company or the Directors was so disclosed or made available to its legal advisers (if any) fully, fairly and accurately and will be true, accurate and complete in all material respects and not misleading and will contain all material information and particulars with regard to the subject matter thereof;
- (7) each of the companies in the Group is duly incorporated in and under the laws of its place of incorporation and has full power and authority to conduct its business as now carried on, has conducted its business in all material respects in accordance with all applicable laws and regulations of Hong Kong or any other jurisdiction relevant to any member of the Group;
- (8) neither the Company nor any of its subsidiaries is engaged in any litigation, arbitration, prosecution or other legal proceeding of material importance nor is there any such proceeding pending or threatened against the Company or any of its subsidiaries, nor is there any claim or fact likely to give rise to any claim, in each case which may have or has had a significant effect on the financial position of the Group taken as a whole or which is material in the context of the Rights Issues. For the purpose of this clause, proceeding includes any action by any governmental, public or regulatory authority (including investment exchange or any authority or body which regulates investment business or takeovers or which is concerned with regulatory, licensing, competition and taxation matters);
- (9) except as disclosed in the Announcement, neither the Company nor any of its subsidiaries has since the Audited Accounts Date entered into any contract or commitment of an unusual or onerous nature which, in the context of the Rights Issue is material for disclosure, nor do any of them has entered or intend to enter into any contract or commitment which if it were entered into would be required to be disclosed under the Takeovers Code or would be a notifiable transaction within the meaning of the Listing Rules and which requires approval by Shareholders (and assuming for this purpose that no dispensation would be given by the Stock Exchange from the application of the relevant rule(s));
- (10) except as disclosed in the Announcement or other announcements published by the Company prior to the date hereof in accordance with the Listing Rules or otherwise as required by the Listing Rules, (i) since the Audited Accounts Date, the Company and its subsidiaries has carried on its business in the ordinary and usual course and there has been no material adverse change in the financial or trading position of the Group as a whole; and (ii) there has not been any non-compliance of the Listing Rules or the Takeovers Code, in each case which has not been completely and properly disclosed by the Company in all material respects in the form of an announcement in accordance with the Listing Rules or the Takeovers Code or otherwise as required by the Listing

Rules or the Takeovers Code;

- (11) no order has been made and no resolution has been passed for the winding up of, or for a provisional liquidator to be appointed in respect of, the Company or any of its subsidiaries, and no petition has been presented and no meeting has been convened for the purpose of winding up any of the same; no receiver has been appointed in respect of the Company or any of its subsidiaries or all or any material part of its assets; none of the Company nor any of its subsidiaries is insolvent, or unable to pay its debts within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, or has stopped paying its debts as they fall due; no voluntary arrangement between any member of the Group and any of its creditors and no unsatisfied judgment which is material to the condition of the Group is outstanding against the Company or any of its subsidiaries;
- (12) the Prospectus Documents will contain all particulars and information required by, and will be in accordance with, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the rules and regulations of the Stock Exchange and all other relevant Ordinances and governmental regulations in Hong Kong and Bermuda, if applicable and the publication of the Announcement, the issue and dispatch of the Prospectus Documents shall not result in any breach of or default under any agreement, trust deed or instrument to which any member of the Group is a party;
- (13) all statements of fact contained in each announcement by the Company since the Audited Accounts Date were, when made, true and accurate in all material respects and not misleading and all statements of opinion, intention and expectation expressed therein were, when made, fair and made after due and careful consideration and none of such statements were rendered materially untrue or misleading by the omission of any fact or matter;
- (14) except as disclosed in the Announcement, no material outstanding indebtedness or guarantee or indemnity of any liability of the Company or any of its subsidiaries has become payable by reason of default by the Company or any of its subsidiaries and no event has occurred or is pending which with the lapse of time or the fulfillment of any condition or the giving of notice or the compliance with any other formality may result in any such indebtedness or guarantee or indemnity of any liability becoming so payable;
- (15) the Company has power under its Constitution, has taken all necessary corporate or other action, and no other consents, actions, authorisations or approvals are necessary to enable or authorise it other than obtaining the consents and approvals referred to in Clause 2.1:
  - (a) to issue and allot the Rights Shares required to be provisionally allotted pursuant to the terms of this Agreement in accordance with the Prospectus Documents without any sanction;
  - (b) to deal with the Rights Shares attributable to the Excluded Shareholders as may be specified in the Prospectus Documents; and
  - (c) to enter into and perform its obligations under this Agreement and to make the Rights Issue;
- (16) the Rights Shares, when fully paid, shall be free from all liens, charges,

encumbrances and third party rights, interests or claims of any nature whatsoever and shall rank *pari passu* in all respects among themselves and with the Shares then in issue, including the right to receive all dividends and distributions which may be declared, made or paid on or after the date of issue of the Rights Shares;

- (17) the obligations of the Company under this Agreement constitute legal, valid and binding obligations of the Company enforceable in accordance with the terms herein;
- (18) the Company has available and sufficient authorised share capital to allot and issue the Right Shares;
- (19) all written information relating to the Group supplied by the Company to the Underwriter for the purposes of the Underwriter's review of the working capital projections of the Group is, or will be when so supplied, accurate in all material respects and is not by itself or by omission misleading;
- (20) except in compliance with the Listing Rules, the Company will not use the proceeds of the Rights Issue for any purpose except those as described in the Prospectus; and
- (21) other than pursuant to the Rights Issue, the Company shall not, from the date hereof until completion of the Rights Issue, without the Underwriter's prior written consent issue any Shares or issue or grant any share options (including, for the avoidance of doubt, further options under the share option schemes of the Company) or other securities convertible into, exchangeable for or which carry rights to acquire Shares.

10.2 The Company undertakes not to cause or permit or omit to do anything which would cause any Specified Event to occur prior to the Latest Time for Termination, and, if this Agreement is not rescinded pursuant to Clause 12, all such warranties, representations and undertakings as are contained in Clause 10.1 above shall be deemed to have been repeated as at the Latest Time for Termination with reference to the facts and circumstances then subsisting.

10.3 If any Specified Event shall occur or come to the knowledge of the Company prior to the Latest Time for Termination, it shall forthwith give notice to the Underwriter of the same.

10.4 Each of the paragraphs in Clause 10.1 shall be construed separately and independently and shall not be limited or restricted by reference to or inference from any other paragraphs of Clause 10.1 or other provisions of this Agreement.

10.5 The foregoing provisions of this Clause 10 will continue in full force and effect notwithstanding the completion of the Rights Issue.

## **11. Indemnity**

11.1 The Company shall on demand indemnify the Underwriter, its representatives, partners, directors, officer and employees (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") and shall on demand hold the Indemnified Parties indemnified against all loss or liability of any nature (including, without limitation, claims, costs, charges and expenses) whatsoever arising from or in respect of any breach by the Company of any provision of this Agreement, or any claim which



may be brought or threatened to be brought against the Indemnified Parties (whether or not such claim is successfully compromised or settled) in each case arising out of or in relation to or by reason of the performance by the Underwriter of its obligations hereunder (and provided that such loss or liability is not connected with any failure by the Indemnified Parties to comply with its obligations under this Agreement) as a result of:

- (1) the Announcement, circular and/or the Prospectus Documents not containing all the information required by law or pursuant to the Listing Rules or rules of other relevant authority or body to be stated therein or on the grounds that any statement, estimate or forecast contained in the Announcement, circular and/or the Prospectus Documents is untrue, inaccurate or misleading;
- (2) a breach by the Company or any of the Directors or any of the employees of the Company of the provisions of this Agreement or an action or omission of the Company or any of the Directors or any of the employees of the Company resulting in a breach of any of the provisions of this Agreement;
- (3) the Prospectus failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made by a sophisticated investor of the assets and liabilities, financial position, profits and losses, and prospects of the Group or of the rights attaching to the Rights Shares;
- (4) any untrue statement of a fact contained in the Announcement and/or the Prospectus and all amendments and supplement thereto;
- (5) any claims and proceedings arising out of matters which constitute a breach of any of the representations and warranties in Clause 10;
- (6) any breach of the laws or regulations of any country resulting from the allotment or issue of the Rights Shares or the distribution of the Prospectus Documents;
- (7) any misrepresentation of the Company or any of the Directors or any employee of the Company in the Announcement and/or the Prospectus Documents; or
- (8) the allotment or issue of the Rights Shares,

including in any such case (but without prejudice to the generality of the foregoing) all costs, charges and expenses of whatever nature which the Indemnified Parties may properly incur or bear in disputing any such claim made against it or establishing any claim on its part under this Clause 11 provided that this indemnity shall not relate to any claims, proceedings, costs or expenses arising from any gross negligence or wilful default on the part of the Indemnified Parties and that the conduct of the defence (including any settlement of any such claim) shall be carried out by the Indemnified Parties after, and on the basis of, regular consultation with the Company.

- 11.2 The Company shall not make any claim against the Indemnified Parties to recover any damages which the Company may suffer arising out of the performance by any of the Indemnified Parties of its obligations hereunder, provided that such damages do not arise from any gross negligence or wilful default on the part of the Indemnified Parties.
- 11.3 If any of the Indemnified Parties becomes aware of any claim relevant for the purposes of Clause 11.1, it shall give notice in writing thereof to the Company and shall take such action as the Company may reasonably request to avoid, dispute, resist, defend or

appeal against the claim and any adjudication in respect thereof but subject to such Indemnified Party being fully indemnified and secured to its satisfaction against all losses and expenses to which it might thereby render itself liable to suffer and incur including, without limitation, legal expenses properly incurred by its legal advisers.

11.4 All amounts subject to indemnity under this Clause 11 shall be paid by the Company as and when they are incurred within fifteen business days of a written notice demanding payment being given to the Company by or on behalf of the Indemnified Parties.

11.5 This Clause 11 shall remain in full force and effect notwithstanding the completion of the Rights Issue in accordance with this Agreement or the termination of this Agreement.

## **12. Termination**

12.1 If, prior to the Latest Time for Termination, there shall develop, occur, arise, exist, or come into effect:

- (1) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever after the signing of this Agreement that materially and adversely affects the Company;
- (2) any local, national or international event or change (whether or not forming part of a series of events or changes occurring before the signing of this Agreement and/or continuing after the signing of this Agreement) of a social, political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (3) any material adverse change after the signing of this Agreement in the business or in the financial or trading position of any member of the Group;
- (4) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, act of terrorism, strike or lock-out;
- (5) the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise, other than the publication of the announcement relation to the Rights Issue;
- (6) any change or any development involving a prospective change or any event or circumstance likely to result in a change or development involving a prospective change, in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, the People's Republic of China or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this Clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs;
- (7) the Prospectus when published contain information (either as to business

prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company in compliance with the Listing Rules;

- (8) any order or petition for the winding up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group;
- (9) any litigation, dispute, legal action, arbitration, proceeding or claim of any third party being threatened or instigated against any member of the Group that materially and adversely affects the Company;
- (10) a creditor takes possession of all or a material part of the business or asset of any member of the Group or any execution or other legal process is enforced against all or a material part of the business or assets of any member of the Group and is not discharged within (7) days or such longer period as the Underwriter may approve; or
- (11) any event which, individually or in aggregate, in the absolute opinion of the Underwriter:
  - (a) has had or is/are likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole; or
  - (b) is /are likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares “taken up”; or
  - (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate this Agreement.

12.2 The Underwriter shall be entitled by notice in writing to rescind this Agreement if prior to the Latest Time for Termination:

- (1) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings contained in Clause 10 above comes to the knowledge of the Underwriter; or
- (2) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

12.3 If prior to the Latest Time for Termination any such notice as is referred to in Clause 12.1 or 12.2 is given by the Underwriter, the obligations of all parties under this Agreement (save in respect of this Clause 12 and the provisions of Clause 11 which shall remain in full force and effect and save further that the Company shall pay the

fees and expenses specified in Clause 8 (subject as provided in Clause 8.2)) shall terminate forthwith. For the avoidance of doubt, the Underwriter shall not be entitled to give a notice pursuant to Clause 12.1 or Clause 12.2 at any time after the Underwriter's obligations under Clause 6 have terminated pursuant to Clause 6.1.

12.4 If this Agreement is terminated by the Underwriter at such time before the Latest Time for Termination but after the Underwriter has in accordance with Clause 6.4 paid or procured payment to the Company of the aggregate Subscription Price in respect of the Underwritten Shares for which the Underwriter is obliged to subscribe or procure subscription under the provisions of Clause 6, the Company shall, not later than the end of the second business day after (but not including) the date of receipt of the notice of termination issued by the Underwriter pursuant to Clause 12.1 or Clause 12.2, remit to the Underwriter such amount which it has received from the Underwriter for subscription of the Underwritten Shares. For the avoidance of doubt, notwithstanding the payment of any sum by or on behalf of the Underwriter to the Company, the obligation of the Company under Clause 8.2 shall be fulfilled and the amount referred to in Clause 8.1(1) shall not be payable in the event that this Agreement is terminated pursuant to this Clause 12.

12.5 Rescission or termination of this Agreement under this Clause 12 shall be without prejudice to any rights of any party in respect of any breach by the other prior to such rescission or termination.

### **13. Time of the Essence**

13.1 Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the parties hereto, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

### **14. Notices**

14.1 Any notice required to be given hereunder will be deemed to be duly served if left at or sent by hand, or facsimile transmission or pre-paid post to the registered office or to the following addresses and facsimile numbers and marked for the attention of the following persons:

<u>Party</u>	<u>Address</u>	<u>Facsimile number</u>
the Company:	Flat 18, 9/F. Block B, Focal Industrial Centre, 21 Man Lok Street, Hunghom, Kowloon, Hong Kong	(852) 3102 2970
the Underwriter:	Flat 32, 8/F., Block B, Focal Ind. Centre, 21 Man Lok Street, Hunghom, Kowloon	(852) 2363 8471

14.2 Any such notice will be deemed to be served if sent by facsimile on receipt of answerback, if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.

### **15. Miscellaneous**

15.1 Counterparts: This Agreement may be executed in any number of counterparts which when executed and delivered is an original, but all the counterparts together constitute the same document. Any of the parties hereto may execute this Agreement on a

facsimile copy counterpart and deliver its signature and seal by facsimile provided that a party executing this Agreement by facsimile shall deliver to all other parties such facsimile copy counterpart within 7 days after delivering the same by facsimile.

- 15.2 Compromise or indulgence: Any liability of any party hereunder to any other party may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party hereunder as regards any other party under such liability without prejudicing that party's rights against any other person under the same or a similar liability.

**16. Governing Law**

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 16.2 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong but this Agreement may be enforced in any other court in competent jurisdiction.

**17. Rights of Third Parties**

- 17.1 The parties hereto do not intend that any term of this Agreement shall be enforceable by any person who is not a party to this Agreement and the right of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.
- 17.2 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce any term or provision of this Agreement.

**[The remainder of this page is left blank intentionally]**

IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written.

**THE COMPANY**

SIGNED by LEE KWOK LEUNG

for and on behalf of

**CHINA CASTSON 81 FINANCE  
COMPANY LIMITED**

in the presence of: CHEN YUK FUN



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*For and on behalf of*  
China Castson 81 Finance Company Limited  
中國鑄農 81 金融有限公司

.....  
*Authorized Signature(s)*

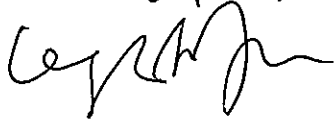
**THE UNDERWRITER**

SIGNED by LAM MAN CHAN

for and on behalf of

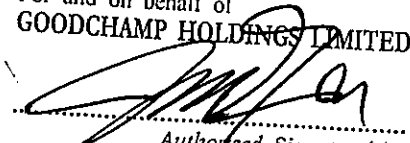
**GOODCHAMP HOLDINGS LIMITED**

in the presence of: CHEUNG SUK FAN



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For and on behalf of  
**GOODCHAMP HOLDINGS LIMITED**

  
.....  
Authorized Signature(s)

**ANNEX A**  
**Draft Announcement**



*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

*This announcement is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.*

**China Castson 81 Finance Company Limited**

**中國鑄晨81金融有限公司**

*(Continued into Bermuda with limited liability)*

*(Stock Code: 810)*

**(I) PROPOSED RIGHTS ISSUE ON THE BASIS OF  
FIVE (5) RIGHTS SHARES FOR EVERY TWO (2) SHARES  
HELD ON THE RECORD DATE  
ON A NON-FULLY UNDERWRITTEN BASIS;**

**(II) CONNECTED TRANSACTION IN RELATION TO  
THE UNDERWRITING AGREEMENT;**

**(III) APPLICATION FOR WHITEWASH WAIVER;**

**AND**

**(IV) CLOSURE OF REGISTER OF MEMBERS**

**Financial adviser to the Company**



**Independent Financial Adviser to the Independent Board Committee and  
the Independent Shareholders**



**INC Corporate Finance Limited**

**Placing Agent to the Company**



## **PROPOSED RIGHTS ISSUE**

The Company proposes to raise gross proceeds of up to approximately HK\$51.93 million (assuming full subscription under the Rights Issue and no change in the number of Shares in issue on or before the Record Date) by issuing up to 509,107,967 Rights Shares at the Subscription Price of HK\$0.102 per Rights Share on the basis of five (5) Rights Shares for every two (2) Shares held on the Record Date. The Rights Issue is only available to the Qualifying Shareholders and will not be extended to the Excluded Shareholder(s) (if any).

The net proceeds from the Rights Issue, after deducting all relevant expenses, are estimated to be approximately HK\$49.24 million (assuming full subscription under the Rights Issue and no change in the number of Shares in issue on or before the Record Date). The net price per Rights Share after deducting the relating expenses of the Rights Issue will be approximately HK\$0.0967 (assuming full subscription under the Rights Issue and no change in the number of Shares).

Assuming full subscription under the Rights Issues and no change in the number of Shares in issue on or before the Record Date, the Company intends to apply the net proceeds from the Rights Issue as to (i) approximately 70% (or approximately HK\$34.47 million) for investment in listed securities and unlisted securities, including but not limited to investment prospects in artificial intelligence, digital asset and/or in new energy sector; and (ii) approximately 30% (or approximately HK\$14.77 million) for the general working capital of the Group, including the payment for staff cost, professional fees, administrative expenses and other operating expenses. Details of the use of proceeds are set out in the section headed “Reasons for and benefits of the Rights Issue and use of proceeds”.

## **THE IRREVOCABLE UNDERTAKING**

As at the date of this announcement, Goodchamp is legally interested in 35,305,770 Shares. Pursuant to Irrevocable Undertaking, each of Goodchamp and its ultimate beneficial owner, Dr. Lam has given an irrevocable undertaking in favour of the Company, that:

- (i) Goodchamp will, and Dr. Lam will procure Goodchamp to, subscribe for 88,264,425 Rights Shares which comprise the full acceptance of Goodchamp's provisional entitlement in respect of the 35,305,770 Shares held by it;
- (ii) Goodchamp will not, and Dr. Lam will procure Goodchamp not to, dispose of any of the 35,305,770 Shares comprising the current shareholding in the Company owned by them and such Shares will remain wholly and beneficially owned by them up to and including the Record Date; and
- (iii) Goodchamp will, and Dr. Lam will procure Goodchamp to, lodge the acceptance of the 88,264,425 Rights Shares, which will be the number of Rights Shares provisionally allotted to it nil-paid under the Rights Issue, with the Registrar, with payment in full therefor, by no later than the Latest Time for Acceptance or otherwise in accordance with the instructions set out in the Prospectus Documents.

Save for the Irrevocable Undertaking, as at the date of this announcement, the Board has not received any information or irrevocable undertaking from any other Shareholders of their intention to take up the Rights Shares to be provisionally allotted to them.

## **THE COMPENSATORY ARRANGEMENTS AND THE PLACING AGREEMENT**

Goodchamp, a substantial shareholder of the Company as at the time of conducting the Rights Issue, will act as the Underwriter. Pursuant to Rule 7.21(2) of the Listing Rules, the Company will make arrangements described in Rule 7.21(1)(b) of the Listing Rules to dispose of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) by offering the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) to the Independent Placees for the benefit of the Shareholders to whom they were offered by way of the Rights Issue. Accordingly, on 19 December 2025 (after trading hours of the Stock Exchange), the Company entered into the Placing Agreement with the Placing Agent in relation to the placing of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) to the Independent Placees on a best effort basis. Any Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) which are not placed under the Compensatory Arrangements will be underwritten by Goodchamp up to 381,000,000 Rights Shares.

Pursuant to the Bye-laws and the laws of Bermuda, there is no requirement on the minimum subscription level or minimum amount to be raised under the Rights Issue. Subject to fulfilment of the conditions of the Rights Issue, the Rights Issue will proceed regardless of the ultimate subscription level.

For details of the Compensatory Arrangements and the Placing Agreement, please refer to the section headed “Procedures in respect of the Unsubscribed Rights Shares and ES Unsold Rights Shares and the Compensatory Arrangements” in this announcement.

The Rights Issue is only available to Qualifying Shareholders. To qualify for the Rights Issue, a Shareholder must be registered as a member of the Company at the close of business on the Record Date and be a Qualifying Shareholder. In order to be registered as a member of the Company on the Record Date, all transfers of the Shares (together with the relevant share certificate(s)) must be lodged with the Registrar for registration by no later than 4:30 p.m. (Hong Kong time) on Thursday, 5 February 2026.

The last day of dealing in the Shares on a cum-rights basis is Tuesday, 3 February 2026. The Shares will be dealt with on an ex-rights basis from Wednesday, 4 February 2026.

## **THE UNDERWRITING AGREEMENT**

After the trading hours of the Stock Exchange on 19 December 2025, the Company entered into the Underwriting Agreement with Goodchamp as the Underwriter in respect of the Rights Issue, pursuant to which Goodchamp has conditionally agreed to subscribe for up to 381,000,000 Rights Shares, being approximately 74.84% of the total Rights Shares, pursuant to the terms and subject to the conditions set out in the Underwriting Agreement.

Details of the major terms and conditions of the Underwriting Agreement are set out in the section headed “The Underwriting Agreement” in this announcement.

## **CLOSURE OF REGISTER OF MEMBERS FOR SGM**

The register of members of the Company will be closed from Tuesday, 27 January 2026 to Monday, 2 February 2026 (both days inclusive) for determining the Shareholders’ entitlements to attend and vote at the SGM. No transfer of Shares will be registered during the above book closure period.

## **CLOSURE OF REGISTER OF MEMBERS FOR RIGHTS ISSUE**

The register of members of the Company will be closed from Friday, 6 February 2026 to Thursday, 12 February 2026 (both dates inclusive) for determining the Shareholders’ entitlements to the Rights Issue. No transfer of Shares will be registered during the above book closure period.

## **LISTING RULES IMPLICATIONS**

Given that the Rights Issue will increase the issued share capital of the Company by more than 50%, under Rules 7.19A and 7.27A of the Listing Rules, the Rights Issue is subject to the approval of the Independent Shareholders by way of poll at the SGM at which any controlling Shareholders and their respective associates or, where there are no controlling Shareholders, the Directors (excluding the independent non-executive Directors) and the chief executive of the Company, and their respective associates shall abstain from voting in favour of the resolution approving the Rights Issue.

As at the date of this announcement, there are no controlling shareholders and the Directors (excluding the independent non-executive Directors) and the chief executive of the Company, and their respective associates shall abstain from voting in favour of the Rights Issue at the SGM.

The Underwriter is a substantial Shareholder and therefore a connected person of the Company. Accordingly, the transactions contemplated under the Underwriting Agreement constitute a connected transaction for the Company under the Listing Rules and the Underwriting Agreement is subject to reporting, announcement and the approval of the Independent Shareholders under the Listing Rules.

As at the date of this announcement, Dr. Lam, who is an ultimate beneficial owner of the Underwriter (being a substantial Shareholder), the chairman of the Board and a non-executive Director, is indirectly interested in 35,305,770 Shares through the Underwriter, representing approximately 17.34% of the issued share capital of the Company. Therefore, Dr. Lam and his associates (including the Underwriter) are required to abstain from voting on the resolution(s) in relation to the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver at the SGM.

The Rights Issue does not result in a theoretical dilution effect of 25% or more. As such, the theoretical dilution impact of the Rights Issue is in compliance with Rule 7.27B of the Listing Rules.

Dr. Lam abstained from voting at the meeting of the Board convened to consider the Rights Issue and the Underwriting Agreement due to his interest in the Rights Issue and the Underwriting Agreement arising from his shareholding in the Underwriter.

#### **TAKEOVERS CODE IMPLICATIONS AND APPLICATION FOR WHITEWASH WAIVER**

As at the date of this announcement, Goodchamp (being the Underwriter), Dr. Lam and the parties acting in concert with either of them are interested in 35,305,770 Shares, representing approximately 17.34% of the issued share capital of the Company. As illustrated in the table under the section headed "Effect on the shareholding structure of the Company arising from the Rights Issue", assuming that there is no change in the issued share capital of the Company other than the allotment and issue of the Rights Shares and assuming none of the Qualifying Shareholders have taken up any entitled Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and none of the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent, all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) were subscribed for through the Underwriter up to the Underwritten Shares, Goodchamp, Dr. Lam and parties acting in concert with either of them will be interested in approximately 74.98% of the issued share capital of the Company as enlarged by the issue of the Rights Shares.

Accordingly, Goodchamp would be required to make a mandatory general offer under Rule 26 of the Takeovers Code for all the Shares and other securities not already owned or agreed to be acquired by it and parties acting in concert with it, unless the Whitewash Waiver is granted.

An application will be made by Goodchamp to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code. The Whitewash Waiver, if granted by the Executive, will be subject to, among other things, (i) the approval by at least 75% of the votes casted by the Independent Shareholders either in person or by proxy at the SGM by way of poll in respect of the Whitewash Waiver; and (ii) the approval by more than 50% of the votes casted by the Independent Shareholders either in person or by proxy at the SGM by way of poll in respect of the Rights Issue (including the Underwriting Agreement) and the respective transactions contemplated thereunder.

**If the Whitewash Waiver is granted by the Executive and is approved by the Independent Shareholders and the completion of the Rights Issue having taken place, the shareholding of Goodchamp, Dr. Lam and parties acting in concert with either of them in the Company will exceed 50% of the issued share capital of the Company as enlarged by the Rights Shares. Goodchamp, Dr. Lam and parties acting in concert with either of them as a concert group may further increase its shareholding in the Company without incurring any further obligation to make a general offer under Rule 26 of the Takeovers Code.**

The Executive may or may not grant the Whitewash Waiver. If the Whitewash Waiver is not granted by the Executive or the approval by the Independent Shareholders of the Whitewash Waiver is not obtained, the Rights Issue will not proceed.

## **GENERAL**

The SGM will be convened for the Independent Shareholders to consider and, if thought fit, approve the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver. A circular containing, among other things, details of (i) the Rights Issue, the Underwriting Agreement, the Placing Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in respect of the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in regards of the above; and (iv) a notice convening the SGM is expected to be despatched to the Shareholders on or before Monday, 2 February 2026.

In order to be registered as a member of the Company on the record date for attendance and voting at the SGM, all transfers of Shares (together with the relevant share certificate(s)) must be lodged with the Registrar for registration by no later than 4:30 p.m. (Hong Kong time) on Monday, 26 January 2026.

## **INDEPENDENT BOARD COMMITTEE**

According to Rule 2.8 of the Takeover Code, the Independent Board Committee should comprise all non-executive Directors who have no direct or indirect interest in the Rights Issue other than as the Shareholder. Dr. Lam, the only non-executive Director, is also the chairman of the Board, and a substantial Shareholder indirectly holding approximately 17.34% of issued share capital of the Company as at the date this announcement through the Underwriter as its ultimate beneficial owner.

As such, the Independent Board Committee comprising all the non-executive Directors other than Dr. Lam (who has direct or indirect interest in the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver arising from his shareholding in the Underwriter), namely Dr. Ng Chi Yeung, Simon, Mr. Tam Yuk Sang, Sammy, and Ms. Law So Fun, all being independent non-executive Directors, has been established to advise the Independent Shareholders as to whether the Rights Issue and the transactions contemplated thereunder as well as the Whitewash Waiver are fair and reasonable and in the interests of the Company and the Independent Shareholders as a whole, and as to voting at the SGM.

Pursuant to the Listing Rules, the Independent Board Committee will also advise the Independent Shareholders as to whether the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interests of the Company and the Independent Shareholders as a whole, and as to voting at the SGM.

## **INDEPENDENT FINANCIAL ADVISER**

INCU Corporate Finance Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver. The appointment of the Independent Financial Adviser has been approved by the Independent Board Committee.

The Company will make available the Prospectus Documents containing, among other things, details of the Rights Issue, including information on acceptances of the Rights Shares to the Qualifying Shareholders on or before the Prospectus Posting Date. The Company may, to the extent reasonably practicable and legally permitted and subject to the advice of legal advisers in the relevant jurisdictions in respect of applicable local laws and regulations, make available the Prospectus to the Excluded Shareholders (if any) for their information only, but the Company will not send the PAL to the Excluded Shareholders (if any). For the avoidance of doubt, the Overseas Shareholders, if any, are entitled to attend and vote at the SGM regardless of their eligibility to participate in the Rights Issue.



## **WARNING OF THE RISKS OF DEALING IN THE SHARES AND NIL-PAID RIGHTS SHARES**

The Shares are expected to be dealt in on an ex-rights basis from Wednesday, 4 February 2026. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Please refer to the section headed “Conditions of the Rights Issue” in this announcement below.

Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or Rights Shares in their nil-paid form is advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares.

Any Shareholder or other person dealings in the Shares and/or the nil-paid Rights Shares up to the time at which the Rights Issue becomes unconditional will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any party who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s).

## **PROPOSED RIGHTS ISSUE**

The Company proposes to raise gross proceeds of up to approximately HK\$51.93 million (assuming full subscription under the Rights Issue and no change in the number of Shares in issue on or before the Record Date) by issuing up to 509,107,967 Rights Shares at the Subscription Price of HK\$0.102 per Rights Share on the basis of five (5) Rights Shares for every two (2) Shares held on the Record Date. The Rights Issue is only available to the Qualifying Shareholders and will not be extended to the Excluded Shareholder(s) (if any). Details of the Rights Issue are set out below:

### **Rights Issue statistics**

Basis of the Rights Issue	:	five (5) Rights Shares for every two (2) Shares held on the Record Date
Subscription Price	:	HK\$0.102 per Rights Shares
Number of Shares in issue as at the date of this announcement	:	203,643,187 Shares
Number of Rights Shares	:	up to 509,107,967 Rights Shares (assuming no change in the number of Shares in issue on or before the Record Date)
Nominal value of the Rights Shares	:	Up to HK\$5,091,079.67 (assuming no change in the number of Shares in issue on or before the Record Date)

Number of Shares in issue as enlarged by the allotment and issue of the Rights Shares	:	712,751,154 Shares (assuming no change in the number of Shares in issue on or before the Record Date and that no new Shares (other than the Rights Shares) will be allotted and issued on or before completion of the Rights Issue)
Gross proceeds from the Rights Issue	:	approximately HK\$51.93 million before expenses (assuming full subscription under the Rights Issue and assuming no change in number of Shares in issue on or before the Record Date)
Net proceeds from the Rights Issue	:	approximately HK\$49.24 million after expenses (assuming full subscription under the Rights Issue and assuming no change in number of Shares in issue on or before the Record Date)
Net price (i.e. Subscription Price less cost and expenses incurred in the Rights Issue)	:	approximately HK\$0.0967 per Rights Share (assuming full subscription under the Rights Issue and no change in the number of Shares)
Rights of excess application	:	There will be no excess application arrangements in relation to the Rights Issue
Compensatory Arrangements:		Any Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) will be placed to the Independent Placees on a best effort basis under the Compensatory Arrangements.  Any Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) which are not placed under the Compensatory Arrangements will be underwritten by Goodchamp up to 381,000,000 Rights Shares.
Number of Underwritten Shares	:	Up to 381,000,000 Rights Shares, representing approximately 74.84% of the total Rights Shares, to be underwritten by the Underwriter pursuant to the terms of the Underwriting Agreement

As at the date of this announcement, the Group has no outstanding derivatives, options, warrants, conversion rights or other similar rights which are convertible into or giving rights to subscribe for, convert or exchange into any Shares.

Assuming no change in the number of issued Shares on or before the Record Date and that no new Shares (other than the Rights Shares) will be allotted and issued on or before completion of the Rights Issue, the 509,107,967 Rights Shares to be issued pursuant to the terms of the proposed Rights Issue represents (i) 250% of the issued share capital of the Company as at the date of this announcement; and (ii) 71.43% of the issued share capital of the Company as enlarged by the allotment and issue of the Rights Shares.

### **Non-fully underwritten basis**

The Rights Issue is only partially underwritten by the Underwriter. Pursuant to the Bye-laws and the laws of Bermuda, there is no requirement on the minimum subscription level or minimum amount to be raised under the Rights Issue. Subject to fulfilment of the conditions of the Rights Issue, the Rights Issue will proceed regardless of the ultimate subscription level. In the event that the Rights Issue is not fully-subscribed, any Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) will be placed to the Independent Placees on a best effort basis by the Placing Agent under the Compensatory Arrangements. Any Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) which are not placed under the Compensatory Arrangements will be underwritten by Goodchamp up to 381,000,000 Rights Shares.

### **Subscription Price**

The Subscription Price is HK\$0.102 per Rights Share, payable in full upon acceptance of the relevant provisional allotment of Rights Shares under the Rights Issue or when a transferee of nil-paid Rights Shares applies for the Rights Shares.

The Subscription Price represents:

- (i) a discount of approximately 26.62% to the closing price of HK\$0.1390 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 30.80% to the average of the closing prices of HK\$0.1474 per Share as quoted on the Stock Exchange for the five (5) consecutive trading days up to and including the Last Trading Day;
- (iii) a discount of approximately 31.08% to the average of the closing prices of approximately HK\$0.1480 per Share as quoted on the Stock Exchange for the ten (10) consecutive trading days up to and including the Last Trading Day;

- (iv) a discount of approximately 9.41% to the theoretical ex-rights price of approximately HK\$0.1126 per Share as adjusted for the effect of the Rights Issue, based on the closing price of HK\$0.1390 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (v) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) represented by a discount of approximately 22.73% to the existing Shareholders if they elect not to participate in the Rights Issue, which is calculated based on the theoretical ex-rights price of approximately HK\$0.1156 per Share and the benchmarked price of approximately HK\$0.1496 per Share (as defined under Rule 7.27B of the Listing Rules, taking into account the higher of the closing price on the Last Trading Day of HK\$0.1390 per Share and the average of the closing prices of the Shares as quoted on the Stock Exchange for the five (5) consecutive trading days immediately prior to the Last Trading Day of approximately HK\$0.1496 per Share);
- (vi) a discount of approximately 45.66% to the Group's audited consolidated net assets attributable to the Shareholders per Share of approximately HK\$0.1877 as at 31 December 2024 (based on a total of 169,707,187 Shares as at the 31 December 2024 and the Group's audited consolidated total equity attributable to owners of the Company of approximately HK\$31,862,000 as at 31 December 2024); and
- (vii) a discount of approximately 27.14% to the unaudited consolidated net asset value per Share of approximately HK\$0.14 as at 30 November 2025 as disclosed in the Company's announcement dated 15 December 2025 as required under the Listing Rules, calculated based on the Group's unaudited consolidated net assets value attributable to owners of the Company of approximately HK\$28,539,000 and 203,643,187 Shares in issue as at 30 November 2025).

#### **Determination of the Subscription Price**

The Subscription Price was determined by the Company with reference to, among others, (i) recent closing prices of the Shares under prevailing market conditions; (ii) recent liquidity of the Shares; (iii) current business performance and financial position of the Group; and (vi) the reasons as discussed in the section headed "REASONS FOR AND BENEFITS OF THE RIGHTS ISSUE AND USE OF PROCEEDS" below in this announcement.

In determining the Subscription Price, the Excluded Board considered, among other thing as mentioned above, the fluctuated closing price and low liquidity of the Shares over the six months preceding the Last Trading Day (i.e., from 19 June 2025 to the day before Last Trading Day, the “**Review Period**”). During the Review Period, the highest closing price per Share was HK\$0.165 on 6 October 2025, while the lowest closing price per Share was HK\$0.130 on 20 June 2025 respectively. The closing price per Share on Last Trading Day of HK\$0.139, decreased by approximately 15.76% as compared to the highest closing price per Share of HK\$0.165 on 6 October 2025, although the closing price per Share on the Last Trading Day represents an increase of approximately 6.92% compared to the lowest closing price per Share of HK\$0.130 on 20 June 2025 respectively. The Excluded Board noticed that there were fluctuation of closing price of the Share during October 2025. The closing price of the Share increased from HK\$0.135 on 3 October 2025 to HK\$0.165 on 6 October 2025, being the first trading day following the Company announced placing of new shares (details of which please refer to the Company’s announcement dated 3 October 2025), subsequently fell to HK\$0.143 on 13 October 2025, and then rose to HK\$0.164 on 17 October 2025, following the Company announced the net asset value of the Group as at 30 September 2025 on 15 October 2025 (details which please refer to the Company’s announcement dated 15 October 2025). In addition, the average daily trading volume of the Shares during the Review Period was approximately 698,621 Shares, representing approximately 0.34% of the total issued shares as at the Last Trading Day, representing a low trading volume of the Shares.

Furthermore, according to the annual report of the Company for the year ended 31 December 2024, the loss for the year attributable to owners of the Company was approximately HK\$21.60 million, representing an increase of approximately 242.31% compared to approximately HK\$6.31 million for the year ended 31 December 2023. According to the interim report of the Company for the six months ended 30 June 2025, the loss for the period attributable to owners of the Company narrowed from approximately HK\$14.37 million for the six months ended 30 June 2024 to approximately HK\$3.82 million for the six months ended 30 June 2025. However, the bank and cash balances of the Group decreased from approximately HK\$4.27 million as at 31 December 2024 to approximately HK\$304,000 as at 30 June 2025 and the unaudited net assets of the Company as at 30 June 2025 were approximately HK\$28.05 million, representing a decrease of approximately 11.96% compared to approximately HK\$31.86 million as at 31 December 2024.

To assess the fairness and reasonableness of the Subscription Price, the Excluded Board conducted market research for rights issue transactions announced by companies listed on the Stock Exchange from 1 September 2025 up to the Last Trading Day (the “**Criteria**”). The Review Period of approximately three months prior to and including the Last Trading Day was determined to illustrate recent practices in rights issue transactions conducted by Hong Kong listed companies during a period close to and including the Last Trading Day. Based on the search on the Stock Exchange’s website, the Excluded Board identified 27 rights issue transactions (the “**Comparables**”) which met the aforesaid Criteria, and they are exhaustive. The Excluded Board considered that notwithstanding that the businesses, operations and prospects of the Company are not the same as the subject companies of the Comparables and without any independent verification with regard to the businesses and operations of such companies, the Comparables illustrate recent rights issue transactions conducted by Hong Kong listed companies during a period close to and including the Last Trading Day.

Set out below is an exhaustive list of the Comparables announced during the Review Period:

	Company	Stock code	Date of initial announcement	Rights issue basis	Expected maximum gross proceeds HK\$ million	Premium/ (discount) of the subscription price to the average closing price per share for the last five consecutive trading days immediately up to and including the last trading day of publication of announcement in relation to the respective rights issue (the "1-D Discount")	Premium/ (discount) of the subscription price to the average closing price per share for the last ten consecutive trading days immediately up to and including the last trading day of publication of announcement in relation to the respective rights issue (the "5-Day Discount")	Premium/ (discount) of the subscription price to the average closing price per share for the last ten consecutive trading days immediately up to and including the last trading day of publication of announcement in relation to the respective rights issue (the "10-Day Discount")	Premium/ (discount) of the subscription price to the theoretical ex-rights price per share based on the closing price in relation to the respective rights issue (the "TERP Discount")	Premium/ (discount) of the subscription price to the net assets attributable to owners of the Company in relation to the respective rights issue (the "NAV Discount")	Excess application/ Compensatory arrangements	Underwriting arrangement	Underwriting commission
						HK\$	HK\$	HK\$	HK\$	HK\$			HK\$
1.	Shun Wo Group Holdings Limited	1591	12/12/2025	1 for 3	18.67	(6.70)	(3.40)	(3.40)	NA	(54.80)	Excess application	No	NA
2.	Itang Yick Holdings Company Limited	1894	11/12/2025	4 for 1	84.70	(28.13)	(27.67)	(26.75)	(7.26)	(84.67)	Compensatory arrangements	No	NA
3.	Crown International Corporation Limited	727	21/11/2025	3 for 1	620.00	(19.75)	(26.14)	(27.00)	(5.80)	(44.83)	Excess application	No	NA
4.	SILKWAVE INC	471	19/11/2025	3 for 1	174.34	(31.06)	(22.29)	(31.58)	(10.13)	(62.81)	Excess application	No	NA
5.	Domane Power Holdings Limited	442	12/11/2025	1 for 2	61.00	(17.44)	(15.88)	(17.15)	(12.35)	65.12	Excess application	No	NA
6.	Winto Group (Holdings) Limited	8238	6/11/2025	3 for 1	52.25	(6.98)	(6.10)	NA	(1.96)	NA	Compensatory arrangements	No	NA
7.	Zhongshi Mian Holdings Limited	8283	4/11/2025	5 for 1	100.80	(23.91)	(25.69)	(25.69)	(4.89)	(64.68)	Compensatory arrangements	No	NA
8.	KNT Holdings Limited	1025	21/12/2025	1 for 1	40.40	(9.09)	(10.71)	(13.79)	(4.76)	48.15	Compensatory arrangements	No	NA
9.	IRC Limited	1039	24/10/2025	1 for 2	325.90	(16.39)	(17.21)	(17.21)	(12.17)	(61.10)	Compensatory arrangements	No	NA
10.	Sandamar International Holdings Limited	482	24/10/2025	1 for 1	92.30	2.70	(9.00)	(11.50)	NA	NA	Excess application	No	NA
11.	Jiading International Group Holdings Limited	8153	24/10/2025	1 for 2	6.93	(38.78)	(37.11)	NA	(29.69)	NA	Compensatory arrangements	No	NA
12.	Crocotic Garments Limited	122	22/10/2025	1 for 2	53.30	(22.68)	(22.44)	(22.92)	(16.34)	(92.46)	Excess application	No	NA
13.	World Super Holdings Limited	8612	17/10/2025	3 for 1	31.10	23.46	19.05	NA	5.26	669.23	Compensatory arrangements	Yes	2.50
14.	Synerstone Communication Corporation	1613	15/10/2025	2 for 1	121.20	(35.71)	(35.71)	(36.68)	(15.63)	(43.75)	Compensatory arrangements	No	NA
15.	Winshine Science Company Limited	209	15/10/2025	7 for 1	182.00	(23.50)	(24.30)	(27.10)	(4.10)	NA	Excess application	No	NA
16.	Hao Bai International (Cayman) Limited	8431	9/10/2025	4 for 1	38.21	(19.23)	(27.08)	(26.31)	(4.55)	59.09	Compensatory arrangements	Yes	NIL
17.	CCIAM Future Energy Limited	145	9/10/2025	1 for 2	18.68	(18.62)	(19.05)	(19.90)	(13.07)	(6.13)	Compensatory arrangements	Yes	3.00
18.	Fire Rock Holdings Limited	1909	5/10/2025	1 for 2	151.68	(20.20)	(27.85)	(24.40)	(14.59)	195.74	Compensatory arrangements	No	NA
19.	Macau Legend Development Limited	1680	31/07/2025	1 for 2	95.00	(45.45)	(44.44)	(46.43)	(36.17)	(88.46)	Excess application	No	NA
20.	China New Economy Fund Limited	80	21/07/2025	1 for 2	230.95	(29.29)	(27.23)	(28.13)	(21.70)	775.00	Excess application	Yes	0.50

	Company	Stock code	Date of initial announcement	Rights issue basis	Expected maximum gross proceeds HK\$ million	Premium/ (discount) of the subscription price to the closing price per share on the last trading day immediately prior to publication of announcement in relation to the respective rights issue (the "LTD Discount")	Premium/ (discount) of the subscription price to the closing price per share for the last five consecutive trading days immediately up to and including the last trading day immediately prior to publication of announcement in relation to the respective rights issue (the "5-Day Discount")	Premium/ (discount) of the subscription price to the average closing price per share for the last ten consecutive trading days immediately up to and including the last trading day immediately prior to publication of announcement in relation to the respective rights issue (the "10-Day Discount")	Premium/ (discount) of the subscription price to the theoretical ex-rights price per share based on the closing price in relation to the respective rights issue (the "TERP Discount")	Premium/ (discount) of the subscription price to the net assets attributable to owners of the Company in relation to the respective rights issue (the "NAV Discount")	Excess application/ Compensatory arrangements	Theoretical dilution effect	Underwriting arrangement	Underwriting commission
21.	Perfectech International Holdings Limited	765	26/9/2025	1 for 2	48.22	(18.06)	(20.70)	(19.84)	(12.72)	152.14 (Note 1)	Excess application	6.99	Yes	1.45
22.	Gameone Holdings Limited	8382	22/9/2025	1 for 2	11.40	1.69	(0.99)	(2.91)	1.12	(3.23)	Excess application	0.55	No	NA
23.	Innovotech Biopharm Ltd	6978	19/9/2025	1 for 5	307.84	(47.70)	(47.79)	(50.23)	(43.18)	N/A	Excess application	8.05	Yes	4.50
24.	Zhong Jia Guo Xin Holdings Company Limited	899	15/9/2025	2 for 1	43.33	(33.64)	(35.23)	(42.59)	(14.45)	(97.87) (Note 2)	Compensatory arrangements	24.78	No	NA
25.	China Automotive Interior Decoration Holdings Limited	48	10/9/2025	3 for 2	34.10	(29.73)	(29.27)	(28.81)	(14.47)	(88.13)	Compensatory arrangements	17.84	No	NA
26.	Aso Holding Limited	8341	4/9/2025	2 for 1	17.60	(25.70)	(21.10)	(26.00)	(10.35)	(83.08)	Compensatory arrangements	17.12	Compensatory arrangements	
27.	Many Idea Cloud Holdings Limited	6696	4/9/2025	6 for 1	273.80	(22.08)	(24.56)	(26.88)	(4.94)	(90.53)	Compensatory arrangements	20.63	Compensatory arrangements	
	Minimum				6.93	(47.70)	(47.79)	(50.23)	(43.18)	(97.87)		Nil		Nil
	Median				53.30	(22.08)	(25.56)	(26.16)	(12.26)	(61.96)		9.76		0.27
	Maximum				620.00	23.46	19.05	(2.91)	5.26	65.12		24.78		4.50
	Average				117.10	(20.81)	(22.29)	(25.13)	(12.36)	(44.12)		13.03		1.08
	Company				51.93	(26.62)	(30.80)	(31.08)	(9.41)	(27.14)	Compensatory arrangements	22.73	Yes	Nil

Notes:

1. The premium rates of the subscription price over the net asset value per issued share of the relevant Comparables are exceptionally high and considered as outliers, and are therefore excluded from the calculation of the premium/discount rates of the subscription price relative to the net assets value per share of the Comparables.
2. The relevant comparable shows a premium of approximately HK\$2.223 over the unaudited consolidated net liabilities attributable to the shareholders as at 30 June 2025. Accordingly, such a premium rate over the net liabilities is considered an outlier and has therefore been excluded from the calculation of the premium/discount rates of the subscription price relative to the net asset value per share of the relevant comparables.



As shown in the above table, the expected maximum gross proceeds from the Comparables range from HK\$6.93 million to HK\$620.00 million, with an average of approximately HK\$117.10 million, where the size of the fundraising of the Company is within the range of the comparables. It observed that the discounts of the LTD Discount, 5-Day Discount, 10-day Discount, TERP Discount and the NAV Discount of the Company of approximately 26.62%, 30.80%, 31.08%, 9.41% and 27.14%, respectively, are below the minimum of the Comparables of approximately 47.70%, 47.79%, 50.23%, 43.18% and 97.87%, respectively. The theoretical dilution effect of the Company of approximately 22.73% is below the maximum of the Comparables of approximately 24.78%.

Taking into account the fluctuated closing prices and low liquidity of the Shares during the Review Period, as well as the weak financial performance of the Group as analysed above, the Excluded Board believes that it is reasonable for the Company to offer the Subscription Price, determined at a discount to the prevailing closing prices of the Shares, with the aim of lowering the investment cost of the Qualifying Shareholders. This is intended to encourage them to take up their entitlements to maintain their shareholdings in the Company, thereby minimising any dilution impact.

In addition, having considered (i) all Qualifying Shareholders are provided with an equal opportunity to subscribe for their assured entitlements under the Rights Issue at a relatively low price as compared to the historical market price of the Shares and at a discount to the recent closing prices of the Shares; and (ii) the Qualifying Shareholders who do not wish to take up their provisional entitlements under the Rights Issue are able to sell the nil-paid Rights Shares in the market. As such, despite any potential dilution impact of the Rights Issue on the shareholding interests of the Shareholders, the Excluded Board considers that the terms of the Rights Issue, including the Subscription Price, are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

### **Qualifying Shareholders**

The Company will make available the Prospectus Documents to the Qualifying Shareholders only. For the Excluded Shareholders, subject to the advice of the Company's legal advisers in the relevant jurisdictions and to the extent reasonably practicable, the Company may make available copies of the Prospectus to them for their information only, but no PAL will be sent to the Excluded Shareholders. To qualify for the Rights Issue, a Shareholder must at the close of business on the Record Date: (i) be registered as a Shareholder of the Company on the register of members of the Company; and (ii) not be an Excluded Shareholder.

Beneficial owners whose Shares are held by nominee companies (or held in CCASS) should note that the Board will regard a nominee company (including HKSCC Nominees Limited) as a single Shareholder according to the register of members of the Company. Beneficial owners with their Shares held by nominee companies (or held in CCASS) are advised to consider whether they would like to arrange for registration of the relevant Shares in the name of the beneficial owner(s) prior to the Record Date.

In order to be registered as a member of the Company on the Record Date, a Shareholder must lodge the relevant transfer(s) of the Share(s) (with the relevant share certificates) for registration with the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, by 4:30 pm on Monday, 26 January 2026.

The last day of dealing in the Shares on cum-rights basis is Tuesday, 3 February 2026. The Shares will be dealt with on an ex-rights basis from Wednesday, 4 February 2026.

Subject to the fulfilment of certain conditions of the Rights Issue, the Company will despatch the Prospectus Documents containing, among other matters, details of the Rights Issue, to the Qualifying Shareholders on the Prospectus Posting Date.

**Qualifying Shareholders who do not take up the Rights Shares to which they are entitled and Excluded Shareholders should note that their shareholdings in the Company will be diluted.**

#### **Rights of Overseas Shareholders**

The Prospectus will not be registered under the applicable securities legislation of any jurisdiction other than Hong Kong. Overseas Shareholders, if any, may not be eligible to take part in the Rights Issue. For the avoidance of doubt, the Overseas Shareholders, if any, are entitled to attend and vote at the SGM regardless of their eligibility to participate in the Rights Issue.

The Company notes the requirements specified in the notes to Rule 13.36(2)(a) of the Listing Rules and is in the process of making reasonable enquiries regarding the feasibility of extending the Rights Issue to Overseas Shareholders present on the Record Date. If, after such enquiries, the Company is of the opinion that it would be necessary or expedient, on account of the legal restrictions or prohibitions under the laws of the relevant jurisdictions or any requirements of the relevant regulatory body or stock exchange in such jurisdictions, not to offer the Rights Shares to the relevant Overseas Shareholders, no provisional allotment of nil-paid Rights Shares or allotment of fully-paid Rights Shares will be made to such Overseas Shareholders. Such Overseas Shareholders will be regarded as Excluded Shareholders and will not qualify for the Rights Issue. The basis of exclusion of Excluded Shareholders, if any, will be disclosed in the Prospectus.

As at the date of this announcement, there is no Overseas Shareholder.

**Overseas Shareholders should note that they may or may not be entitled to the Rights Issue subject to the results of the enquiries made by the Company pursuant to the Listing Rules. Accordingly, Overseas Shareholders should exercise caution when dealing in the securities of the Company.**

#### **The Excluded Shareholders**

The Company will not extend the Rights Issue to the Excluded Shareholders. Accordingly, no provisional allotment of Rights Shares will be made to the Excluded Shareholders and the Excluded Shareholders will not be entitled to apply for Rights Shares.

The Company will send the Prospectus Documents to the Qualifying Shareholders only and will, subject to the advice given in the legal opinions provided by the Company's legal advisers in the relevant overseas jurisdictions of Overseas Shareholders, if any, and to the extent reasonably practicable, send the Prospectus (excluding the PAL) to the Excluded Shareholders for information purposes only.

As at the date of this announcement, there is no Excluded Shareholder.

#### **Basis of provisional allotment**

The basis of the provisional allotment shall be five (5) Rights Shares for every two (2) Shares in issue and held by the Qualifying Shareholders at the close of business on the Record Date at the Subscription Price payable in full on acceptance and otherwise on the terms and subject to the conditions set out in the Prospectus Documents.

Application for all or any part of a Qualifying Shareholder's provisional allotment should be made by lodging a duly completed PAL and a cheque or a banker's cashier order for the sum payable for the Rights Shares being applied for with the Registrar on or before the Latest Time for Acceptance.

#### **Entitlements to the Rights Shares**

The Company will not provisionally allot and will not accept application for any fractions of the Rights Shares. All fractions of the Rights Shares will be aggregated and rounded down to the nearest whole number and will be disposed by the Company in the open market if a premium (net of expenses) can be obtained.

**Odd lot arrangement**

In order to facilitate the trading of odd lots (if any) of the Shares, the Company will appoint a securities firm as an agent to provide matching services, on a best effort basis, to those Shareholders who wish to acquire odd lots of the Shares to make up a full board lot, or to dispose of their holding of odd lots of the Shares. Details of the odd lots arrangement will be set out in the Prospectus to be despatched to the Shareholders.

**Holders of odd lots of the Shares should note that the matching of the sale and purchase of odd lots of the Shares is not guaranteed. Shareholders who are in any doubt about the odd lots matching arrangement are recommended to consult their own professional advisers.**

**Status of the Rights Shares**

The Rights Shares, when allotted, issued and fully paid, shall rank *pari passu* in all respects with the Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment of the Rights Shares in their fully-paid form.

**Procedures in respect of the Unsubscribed Rights Shares and ES Unsold Rights Shares and the Compensatory Arrangements**

Goodchamp, a substantial shareholder of the Company as at the time of conducting the Rights Issue, will act as the Underwriter. Pursuant to Rule 7.21(2) of the Listing Rules, the Company will make arrangements described in Rule 7.21(1)(b) of the Listing Rules to dispose of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) by offering the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) to the Independent Placees for the benefit of the Shareholders to whom they were offered by way of the Rights Issue. Accordingly, on 19 December 2025 (after trading hours of the Stock Exchange), the Company entered into the Placing Agreement with the Placing Agent in relation to the placing of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) to the Independent Placees on a best effort basis.

Pursuant to the Placing Agreement, the Company has appointed the Placing Agent to place the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) during the Placing Period to the Independent Placees on a best effort basis, and any premium over the Subscription Price for those Rights Shares that is realised will be paid to those No Action Shareholders on a prorata basis. The Placing Agent will, on a best effort basis, procure, by not later than 4:00 p.m. on Monday, 16 March 2026, subscribers for all (or as many as possible) of those Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any). Any Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) which are not placed under the Compensatory Arrangements will be underwritten by Goodchamp up to 381,000,000 Rights Shares.

Net Gain (if any) will be paid (without interest) to the No Action Shareholders as set out below on pro rata basis (but rounded down to the nearest cent):

- A. the relevant Qualifying Shareholders (or such persons who hold any nil-paid rights at the time such nil-paid rights are lapsed) whose nil-paid rights are not validly applied for in full, by reference to the extent that Shares in his/her/its nil-paid rights are not validly applied for; and
- B. the relevant Excluded Shareholders with reference to their shareholdings in the Company on the Record Date.

If and to the extent in respect of any Net Gain, any No Action Shareholders become entitled on the basis described above to an amount of HK\$100 or more, such amount will be paid to the relevant No Action Shareholder(s) in Hong Kong Dollars only and the Company will retain individual amounts of less than HK\$100 for its own benefits.

## **Placing Agreement for the Unsubscribed Rights Shares and ES Unsold Rights Shares**

Principal terms of the Placing Agreement are summarised as follows:

Date: 19 December 2025 (after trading hours of the Stock Exchange)

Issuer: The Company

Placing Agent: Kingston Securities Limited, a corporation licensed to carry out Type 1 (dealing in securities) regulated activity under the SFO, was appointed as the Placing Agent to procure, on a best effort basis, placees to subscribe for the Unsubscribed Rights Shares and ES Unsold Rights Shares during the Placing Period.

The Placing Agent has confirmed that it is the Independent Third Party and not acting in concert with Goodchamp (being the Underwriter), and/or Dr. Lam and parties acting in concert with either of them.

Placing Period: The period commencing from Tuesday, 10 March 2026 and ending at 4:00 p.m. on Monday, 16 March 2026

Commission and expenses: Subject to completion of the Placing, the Company shall pay to the Placing Agent a placing commission in Hong Kong Dollars, of 2.5% of the amount which is equal to the placing price multiplied by the number of Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) that have been successfully placed by the Placing Agent and/or its sub-placing agent(s) pursuant to the terms of the Placing Agreement. Assuming none of the Qualifying Shareholders has taken up their entitled Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and all Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placed Agent, the total placing commission will be approximately HK\$1.07 million in cash to be deducted from the gross proceeds of the Rights Issue.

Placing price of the Unsubscribed Rights Shares and ES Unsold Rights Shares:	<p>The placing price of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) shall be not less than the Subscription Price.</p> <p>The final price determination will depend on the demand for and the market conditions of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) during the process of placement.</p>
Placees:	<p>The Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) are expected to be placed to the Independent Placee(s).</p> <p>The Placing will not have any implications under the Takeovers Code and no Shareholder will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing. The Company will continue to comply with the Public Float Requirement upon completion of the Placing and the Rights Issue. The Placing Agent shall also ensure the Placing will not result in the Company incapable of complying with the Public Float Requirements immediately following the Placing.</p>
Ranking of the placed Unsubscribed Rights Shares and ES Unsold Rights Shares:	<p>The placed Unsubscribed Rights Shares and ES Unsold Rights Shares (when allotted, issued and fully paid, if any) shall rank <i>pari passu</i> in all respects among themselves and with the Shares in issue as at the date of completion of the Rights Issue.</p>

Conditions of the Placing Agreement: The obligations of the Placing Agent under the Placing Agreement are conditional upon, among others, the following conditions being fulfilled:

- (i) the passing of the Independent Shareholders at the SGM of (a) ordinary resolutions to approve the Underwriting Agreement, the Rights Issue and the respective transactions contemplated thereunder (more than 50% of the Independent Shareholders either in person or by proxy at the SGM by way of poll); and (b) special resolutions to approve the Whitewash Waiver (at least 75% of the Independent Shareholders either in person or by proxy at the SGM by way of poll) in accordance with the Listing Rules and the Takeovers Code by no later than the Prospectus Posting Date;
- (ii) the Executive granting the Whitewash Waiver to the Underwriter and the satisfaction of any condition attached to the Whitewash Waiver granted;
- (iii) the Underwriting Agreement having been entered into by the parties thereto and having become unconditional and not terminated pursuant to the terms of the Underwriting Agreement;
- (iv) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully paid forms (subject to customary conditions) and such approval not having been withdrawn or revoked;
- (v) all necessary consents and approvals to be obtained on the part of the Placing Agent and the Company in respect of the Placing Agreement and the transactions contemplated hereunder having been obtained;
- (vi) none of the representations, warranties or undertakings contained in this Agreement being or having become untrue, inaccurate or misleading in any material respect at any time before the Placing Completion, and no fact or circumstance having arisen and nothing having been done or omitted to be done which would render any of such undertakings, representations or warranties untrue or inaccurate in any material respect as if it were repeated as at the time of the Placing Completion; and



(vii) the Placing Agreement not having been terminated in accordance with the provisions thereof.

None of the above conditions is capable of being waived.

In the event that the above condition precedents have not been fulfilled on or before the Latest Time for Termination, all rights, obligations and liabilities of the parties thereunder in relation to the Placing shall cease and determine and none of the parties shall have any claim against the other in respect of the Placing save for any antecedent breach and/or any rights or obligations which may accrue under the Placing Agreement prior to such termination.

Termination:

Notwithstanding anything contained in the Placing Agreement, the Placing Agent may terminate the Placing Agreement without any liability to the Company, by notice in writing given to the Company at any time prior to the Latest Time for Termination upon the occurrence of the following events which, in the reasonable opinion of the Placing Agent, has or may have a material adverse effect on the business or financial conditions or prospects of the Company or the Group taken as a whole or the success of the Placing or the full placement of all of the Unsubscribed Rights Shares and the ES Unsold Rights Shares or otherwise make it inappropriate, inadvisable or inexpedient to proceed with the Placing on the terms and in the manner contemplated in the Placing Agreement if there develops, occurs or comes into force:

- (a) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before on and/or after the date of the Placing Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industry, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions and which in the Placing Agent's reasonable opinion would affect the success of the Placing; or

- (b) the imposition of any moratorium, suspension (for more than 7 trading days) or restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise and which in the Placing Agent's absolute opinion, would affect the success of the Placing; or
- (c) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group and if in the Placing Agent's reasonable opinion any such new law or change may affect the business or financial prospects of the Group and/or the success of the Placing; or
- (d) any litigation or claim being instigated against any member of the Group or its senior management, which has or may affect the business or financial position of the Group and which in the Placing Agent's reasonable opinion would affect the success of the Placing; or
- (e) any breach of any of the representations and warranties given by the Company as set out in the Placing Agreement having come to the knowledge of the Placing Agent or any event having occurred or any matter having arisen on or after the date of the Placing Agreement and prior to the completion of the Rights Issue which if it had occurred or arisen before the date of the Placing Agreement would have rendered any of such representations and warranties untrue or incorrect in a material respect or there has been a material breach by the Company of any other provision of the Placing Agreement; or
- (f) there is any material change (whether or not forming part of a series of changes) in market conditions which in the reasonable opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed.

The terms of the Placing Agreement (including the placing commission thereof) were determined after arm's length negotiation between the Company and the Placing Agent with reference to the size of the Rights Issue and the prevailing market rate of commission and are on normal commercial terms. The Excluded Board considers that the terms of the Placing Agreement are fair and reasonable.

Given that the Compensatory Arrangements would provide a compensatory mechanism for the No Action Shareholders, the Excluded Board considers that the Compensatory Arrangements are in the interest of the Shareholders.

### **Share certificates and refund cheques for the Rights Issue**

Subject to fulfilment of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered addresses, at their own risks, on or before Tuesday, 24 March 2026. If the Rights Issue does not become unconditional, refund cheques are expected to be despatched on or before Tuesday, 24 March 2026 to the applicants without interest to their registered addresses by ordinary post at their own risks.

### **The Irrevocable Undertaking**

As at the date of this announcement, Goodchamp is legally interested in 35,305,770 Shares. Pursuant to Irrevocable Undertaking, each of Goodchamp and its ultimate beneficial owner, Dr. Lam has given an irrevocable undertaking in favour of the Company, that:

- (i) Goodchamp will, and Dr. Lam will procure Goodchamp to, subscribe for 88,264,425 Rights Shares which comprise the full acceptance of Goodchamp's provisional entitlement in respect of the 35,305,770 Shares held by it;
- (ii) Goodchamp will not, and Dr. Lam will procure Goodchamp not to, dispose of any of the 35,305,770 Shares comprising the current shareholding in the Company owned by them and such Shares will remain wholly and beneficially owned by them up to and including the Record Date; and

- (iii) Goodchamp will, and Dr. Lam will procure Goodchamp to, lodge the acceptance of the 88,264,425 Rights Shares, which will be the number of Rights Shares provisionally allotted to it nil-paid under the Rights Issue, with the Registrar, with payment in full therefor, by no later than the Latest Time for Acceptance or otherwise in accordance with the instructions set out in the Prospectus Documents.

Save for the Irrevocable Undertaking, as at the date of this announcement, the Board has not received any information or irrevocable undertaking from any other Shareholders of their intention to take up the Rights Shares to be provisionally allotted to them.

#### **Application for listing of the Rights Shares**

The Company will apply to the Stock Exchange for the approval for the listing of, and permission to deal in, the Rights Shares, in both their nil-paid and fully-paid forms. No securities of the Company in issue or the Rights Shares for which listing or permission to deal is to be sought is listed or dealt in on any other stock exchange.

Rights Shares in both their nil-paid and fully-paid forms will be traded in board lots of 6,000 Shares.

#### **Rights Shares will be eligible for admission into CCASS**

Subject to the granting of the approval for the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares (in both their nil-paid and fully-paid forms) are expected to be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC.

Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time. Shareholders whose Shares are held through CCASS should seek advice from their stockbroker or other professional adviser for details of those settlement arrangements and how such arrangements will affect their rights and interests.

**Stamp duty and other applicable fees**

Dealing in the Rights Shares in both their nil-paid and fully-paid forms which are registered in the register of members of the Company in Hong Kong will be subject to the payment of stamp duty, Stock Exchange trading fee, transaction levy, investor compensation levy or any other applicable fees and charges in Hong Kong.

**Taxation**

Shareholders are advised to consult their professional advisers if they are in doubt as to the taxation implications of the receipt, purchase, holding, exercising, disposing of or dealing in, the nil-paid Rights Shares or the fully-paid Rights Shares and, regarding Excluded Shareholders, their receipt of the net proceeds, if any, from sales of the nil-paid Rights Shares on their behalf.

**Conditions of the Rights Issue**

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and not being terminated in accordance with the terms thereof.

**THE UNDERWRITING AGREEMENT**

The Rights Issue will be partially underwritten by Goodchamp as the Underwriter in accordance with the terms and conditions of the Underwriting Agreement. The principal terms and conditions of the Underwriting Agreement are set out below:

**Date** : 19 December 2025

**Parties** : (i) the Company; and  
(ii) Goodchamp as the Underwriter

**Underwriter** : Goodchamp, which is a substantial Shareholder interested in 35,305,770 Shares, representing approximately 17.34% of the issued share capital of the Company as at the date of this announcement, and is ultimately owned by Dr. Lam (who is the chairman of the Board and a non-executive Director as at the date of this announcement). Therefore, the Underwriter and Dr. Lam are connected persons of the Company according to Chapter 14A of the Listing Rules.

The Underwriter is not in the ordinary course of business to underwrite securities and confirms that it has complied with Rule 7.19(1)(b) of the Listing Rules.

The Underwriter shall ensure the underwriting will not result in the Company incapable of complying with the Public Float Requirements immediately following the Placing and the underwriting.

<b>Number of Rights Shares to be underwritten by the Underwriter</b>	:	Up to 381,000,000 Rights Shares (being all the Underwritten Shares excluding the 88,264,425 Shares under the Irrevocable Undertaking), being approximately 74.84% of the total Rights Shares.
<b>Underwriting commission</b>	:	The Underwriter will not receive any underwriting commission.

The terms of the Underwriting Agreement were determined after arm's length negotiations between the parties, taking into account the financial position of the Group, the size of the Rights Issue, the current and expected market conditions and the prevailing market rates of underwriting commission.

To assess the fairness and reasonableness of the underwriting commission, the Excluded Board conducted market research to identify an exhaustive list of 27 Comparables as set out in the paragraph headed "Determination of the Subscription Price" under the section headed "Proposed Rights Issue" above.

The Excluded Board noted that the underwriting commissions for these Comparables ranged from nil to 4.50%. Having considered the terms of the Underwriting Agreement, including that no commission is payable to the Underwriter, the Excluded Board is of the view that term of the Underwriting Agreement (including the underwriting commission) is fair and reasonable as far as the Shareholders are concerned, and the transactions contemplated under the Underwriting Agreement are on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole.

### **Condition of the Underwriting Agreement**

The Underwriting Agreement is conditional upon the fulfilment (or waiver, if applicable, by the Underwriter) of the following conditions:

- (i) the passing by the Independent Shareholders at the SGM of (a) ordinary resolutions to approve the Underwriting Agreement, the Rights Issue and the respective transactions contemplated thereunder (more than 50% of the Independent Shareholders either in person or by proxy at the SGM by way of poll); and (b) special resolutions to approve the Whitewash Waiver (at least 75% of the Independent Shareholders either in person or by proxy at the SGM by way of poll) in accordance with the Listing Rules and the Takeovers Code by no later than the Prospectus Posting Date;

- (ii) the Executive granting the Whitewash Waiver to the Underwriter and the satisfaction of any condition attached to the Whitewash Waiver granted;
- (iii) the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked the approval for the listing of and permission to deal in the Rights Shares (in their nil-paid and fully-paid forms) by no later than the first day of their dealings;
- (iv) the delivery to the Stock Exchange for authorisation and the registration with the Registrar of Companies in Hong Kong respectively one copy of the Prospectus Documents each duly signed by two Directors (or by their agents duly authorised in writing) as having been approved by resolutions of the Directors (and all other documents required to be attached) in electronic format and otherwise in compliance with the Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) not later than the Prospectus Posting Date;
- (v) the posting of the Prospectus Documents to the Qualifying Shareholders and the posting of the Prospectus and a letter in the agreed form to the Excluded Shareholders, if any, for information purposes only explaining the circumstances in which they are not permitted to participate in the Rights Issue by no later than the Prospectus Posting Date;
- (vi) the Underwriting Agreement not having been terminated by the Underwriter pursuant to the terms of the Underwriting Agreement on or before the Latest Time for Termination; and
- (vii) due compliance with and performance by the Company of all undertakings and obligations in all material respects under the terms of the Underwriting Agreement and all representations and warranties thereunder remain to be true and accurate in all material respects.

None of the above conditions can be waived. If any of the conditions referred to above are not fulfilled by the Latest Time for Termination, the Rights Issue will not proceed.

As at the date of this announcement, none of the conditions have been satisfied.

## **Termination of the Underwriting Agreement**

If, prior to the Latest Time for Termination, there shall develop, occur, arise, exist, or come into effect:

- (i) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever after the signing of the Underwriting Agreement that materially and adversely affects the Company;
- (ii) any local, national or international event or change (whether or not forming part of a series of events or changes occurring before the signing of the Underwriting Agreement and/or continuing after the signing of the Underwriting Agreement) of a social, political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (iii) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of any member of the Group;
- (iv) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, act of terrorism, strike or lock-out;
- (v) the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise, other than the publication of the announcement(s) relating to the Rights Issue;
- (vi) any change or any development involving a prospective change or any event or circumstance likely to result in a change or development involving a prospective change, in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, the People's Republic of China or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs;
- (vii) the Prospectus when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company in compliance with the Listing Rules;



- (viii) any order or petition for the winding up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group;
- (ix) any litigation, dispute, legal action, arbitration, proceeding or claim of any third party being threatened or instigated against any member of the Group that materially and adversely affects the Company;
- (x) a creditor takes possession of all or a material part of the business or asset of any member of the Group or any execution or other legal process is enforced against all or a material part of the business or assets of any member of the Group and is not discharged within (7) days or such longer period as the Underwriter may approve; or
- (xi) any event which, individually or in aggregate, in the absolute opinion of the Underwriter:
  - (a) has had or is/are likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole; or
  - (b) is/are likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares “taken up”; or
  - (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Underwriting Termination:

- (i) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings contained in the Underwriting Agreement above comes to the knowledge of the Underwriter; or

- (ii) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Underwriting Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the representations, warranties and undertakings contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Underwriting Termination.

### **EXPECTED TIMETABLE**

The expected timetable for the Rights Issue set out below is indicative only and has been prepared on the assumption that the Rights Issue will be approved by the Independent Shareholders at the SGM. The expected timetable is subject to change, and any such change will be announced in a separate announcement by the Company as and when appropriate.

<b>Event</b>	<b>Date (Hong Kong)</b>
Expected despatch date of the circular with proxy form and notice of SGM	Thursday, 8 January 2026
Latest time for lodging transfer documents of the Shares to qualify for attendance and voting at the SGM	4:30 p.m. on Monday, 26 January 2026
Closure of register of members of the Company to determine entitlement to attend and vote at the SGM (both days inclusive)	Tuesday, 27 January 2026 to Monday, 2 February 2026
Latest time for lodging proxy forms for the SGM	11:00 a.m. on Saturday, 31 January 2026
Record Date for attending and voting at the SGM	Monday, 2 February 2026
Expected time and date of the SGM	11:00 a.m. on Monday, 2 February 2026
Announcement of poll results of the SGM	Monday, 2 February 2026
Register of members of the Company re-opens	Tuesday, 3 February 2026
Last day of dealings in the Shares on a cum-rights basis of the Rights Issue	Tuesday, 3 February 2026
First day of dealings in the Shares on an ex-rights basis of the Rights Issue	Wednesday, 4 February 2026

<b>Event</b>	<b>Date (Hong Kong)</b>
Latest time for lodging transfer of Shares in order to be qualified for the Rights Issue	4:30 p.m. on Thursday, 5 February 2026
Closure of register of members of the Company to determine the entitlement to the Rights Issue (both days inclusive)	Friday, 6 February 2026 to Thursday, 12 February 2026
Record Date to determine entitlements to the Rights Issue	Thursday, 12 February 2026
Register of members of the Company re-opens	Friday, 13 February 2026
Despatch of the Prospectus Documents (including the PAL and Prospectus) (in case of the Non-Qualifying Shareholders, the Prospectus only)	Friday, 13 February 2026
First day of dealings in nil-paid Rights Shares	Friday, 20 February 2026
Latest time for splitting of PALs	4:30 p.m. on Tuesday, 24 February 2026
Last day of dealings in nil-paid Rights Shares	Friday, 27 February 2026
Latest time for acceptance of and payment for the Rights Shares	4:00 p.m. on Wednesday, 4 March 2026
Announcement of the number of Unsubscribed Rights Shares and ES Unsold Rights Shares subject to Compensatory Arrangements	Monday, 9 March 2026
Commencement of placing of Unsubscribed Rights Shares and ES Unsold Rights Shares by the Placing Agent, on a best-effort basis	Tuesday, 10 March 2026
Latest time of placing of Unsubscribed Rights Shares and ES Unsold Rights Shares by the Placing Agent, on a best-effort basis	Monday, 16 March 2026
Latest time for the termination of the Underwriting Agreement and the Placing Agreement for the Rights Issue	4:00 p.m. on Tuesday, 17 March 2026

<b>Event</b>	<b>Date (Hong Kong)</b>
Announcement of results of the Rights Issue including the results of the Placing and the Net Gain	Monday, 23 March 2026
Despatch of share certificates of fully-paid Rights Shares and/or refund cheques, if any, in respect of wholly or partially unsuccessful applications	Tuesday, 24 March 2026
Commencement of dealings in fully-paid Rights Shares	9:00 a.m. on Wednesday, 25 March 2026
Designated broker starts to stand in the market to provide matching services for odd lots of the Rights Shares	9:00 a.m. on Wednesday, 25 March 2026
Payment of Net Gain to relevant No Action Shareholders and Non-Qualifying Shareholders (if any)	Tuesday, 21 April 2026
Designated broker ceases to provide matching services for odd lots of the Rights Shares	4:00 p.m. on Tuesday, 28 April 2026

All times and dates stated in this announcement refer to Hong Kong local times and dates. Dates or deadlines specified in the expected timetable above are indicative only and may be extended or varied by the Company in accordance with the Listing Rules. Any changes to the expected timetable will be published or notified to the Shareholders and the Stock Exchange as and when appropriate.

### **EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**

The Latest Time for Acceptance will not take place if a tropical cyclone warning signal no. 8 or above, or “extreme conditions” or a “black” rainstorm warning is:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Wednesday, 4 March 2026. Instead, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day;
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Wednesday, 4 March 2026. Instead, the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place on Wednesday, 4 March 2026, the dates mentioned in the expected timetable may be affected. The Company will notify Shareholders by way of announcement on any change to the expected timetable as soon as practicable.

## **CLOSURE OF REGISTER OF MEMBERS FOR SGM**

The register of members of the Company will be closed from Tuesday, 27 January 2026 to Monday, 2 February 2026 (both days inclusive) for determining the Shareholders' entitlements to attend and vote at the SGM. No transfer of Shares will be registered during the above book closure period.

## **CLOSURE OF REGISTER OF MEMBERS FOR RIGHTS ISSUE**

The register of members of the Company will be closed from Friday, 6 February 2026 to Thursday, 12 February 2026 (both dates inclusive) for determining the Shareholders' entitlements to the Rights Issue. No transfer of Shares will be registered during the above book closure period.

## **REASONS FOR AND BENEFITS OF THE RIGHTS ISSUE AND USE OF PROCEEDS**

The Company is an investment company listed on the Main Board of the Stock Exchange under Chapter 21 of the Listing Rules. It is principally engaged in investment in equity and debt securities of listed and unlisted companies.

The primary objective of Company is to achieve capital appreciation as well as generate income from interests and dividends by investing in listed and unlisted companies in the PRC, Hong Kong and Macau, United States, Asia-Pacific Region and any other appropriate countries and/or capital markets as the Board may direct from time to time. The Company also intends to invest in unlisted companies with the potential to seek a listing on the Stock Exchange or any overseas stock exchanges.

Since the second half of 2024, capital market sentiment in Hong Kong and the PRC has shown signs of recovery despite the continuing geopolitical tension and other macroeconomic uncertainties. Hang Seng Stock Index has steadily increased and exceeded 27,000 level in October 2025 for the first time in four years. At the Central Economic Work Conference of the PRC, the PRC Government intends to promote industrial innovation through scientific and technological innovation, especially using disruptive and cutting-edge technologies to give birth to new industries, new models, new momentum, and to enhance productivity. To deliver better returns to its Shareholders and expand its investment portfolio, the Group has adopted prudent but proactive approach, actively identifying and pursuing potential business opportunities.

According to the annual report of the Company for the year ended 31 December 2024, the Group has incurred administrative expenses and general operation expenses of approximately HK\$11.76 million for the year ended 31 December 2024. However, the bank and cash balances were approximately HK\$304,000 as at 30 June 2025, according to the interim report of the Company.

## Use of Proceeds

The Company has identified a potential investment opportunity and entered into a memorandum of understanding with the target company in relation to the possible investment to acquire equity interest in the target company on 1 September 2025. The target company is a company incorporated in the PRC with limited liabilities. It is mainly engaged in providing high-quality integrated new energy solutions, specializing in the investment, construction and operation of new energy sectors (photovoltaics, inverters, energy storage, charging stations microgrids and hydrogen energy). Photovoltaics is inevitable trend in the development of the global energy industry and industrial structure adjustment, often referred to as the “third industry revolution (第三次工業革命)”. China, as one of the largest energy consumers in the world, has included “photovoltaic poverty alleviation & distributed photovoltaics (光伏扶貧&分佈式光伏)” in its economy strategy, actively encouraging the development of distributed photovoltaics at the policy level. Taking into above, the Board believes that the target company will be a valuable investment opportunity. Details of the memorandum of undertaking are set out in the announcement of the Company dated 1 September 2025.

As at the date of this announcement, the Company is conducting a due diligence review on the target company and has not entered into any undertaking or formal agreement for the investment.

Besides, the Board considers that investment in artificial intelligence (AI) technologies may yield strong returns, particularly as costs continue to decline and applications expand from digital platforms into physical environments. In addition, the Stablecoins Ordinance, which came into effect on 1 August 2025, has established a licensing regime for fiat-referenced stablecoin issuers in Hong Kong. This Ordinance represents a significant step forward in enhancing the regulatory framework for digital asset activities, safeguarding monetary and financial stability, and further strengthening Hong Kong’s position as an international financial centre. Accordingly, the Board will consider investment opportunities in these sectors where appropriate.

The Board will continue to explore other investment opportunities for the Company, seek to expand the Company’s business. In the implementation of the aforesaid intentions, the Company will ensure compliance with the requirements under Chapter 21 of the Listing Rules (including the restrictions under Rules 21.04(3)(a) and (b) of the Listing Rules).

Save for the above, the Company has not identified any particular potential investments or opportunities and currently does not have any intention, negotiation, agreement, arrangement and understanding (concluded or otherwise) in relation thereof. In addition, as at the date of this announcement, neither Goodchamp, Dr. Lam nor any person acting in concert with either of them has made any arrangements with Shareholders or enter into arrangements to purchase or sell securities of the Company, or which involve acceptance of an offer that have favourable conditions which are not to be extended to all Shareholders.

Owing to the business nature of the Company, being an investment company, the Company requires extensive cash to grow. Unlike other companies with regular cash revenues from operations, investments of investment companies under Chapter 21 of the Listing Rules do not necessarily generate sufficient cash for its operations and its cash position is largely dependent on the market conditions and its investment strategies. The Excluded Board considers that the cash position on hand will not be sufficient for the Company to capture suitable investment opportunities as they arise in the near future, hence the Rights Issue is being undertaken with a view to strengthening the capital base of the Company and providing it with readily available funds for capturing suitable investment opportunities in a timely fashion to provide investment returns to the Company and Shareholders as well as additional financial resources to support its long-term business strategy and investment objectives.

In view of above, the Excluded Board considers that it is commercially reasonable to obtain external financing to strengthen its capital structure and expand its investment portfolio with a view to achieving improvement of the Group's future business prospects, and to facilitate its general working capital.

The Excluded Board considers that the Rights Issue provides a good opportunity for the Group to strengthen its capital base and to enhance its financial position, while at the same time the Rights Issue will enable all Shareholders to participate in the future development of the Company on equal terms. Since the Rights Issue will allow the Qualifying Shareholders to maintain their respective pro rata shareholdings in the Company and therefore avoid dilution, the Excluded Board considers that it is in the interests of the Company and the Shareholders as a whole to raise capital through the Rights Issue.

**However, those Qualifying Shareholders who do not take up the Rights Shares to which they are entitled should note that their shareholdings will be diluted.**

The net proceeds of the Rights Issue, assuming full subscription, will be up to approximately HK\$49.24 million (assuming no change in number of Shares in issue on or before Record Date). Having considered the above, the Company intends to apply the net proceeds from the Rights Issue as follows:

- (i) approximately 70% (or approximately HK\$34.47 million) for investment in listed securities and unlisted securities, including but not limited to the acquisition of equity interest in the target company engaged in new energy solutions (companies that engaged in principal businesses including but not limited to photovoltaics, renewable energy, hydrogen energy, energy storage, and related innovative fields), AI and digital assets as mentioned above. As at the date of this announcement, save for the memorandum of undertaking entered into by the Company in relation to the potential investment in the acquisition of an equity interest in the target company as mentioned above, no formal agreement has been entered into in respect of any potential investment; and

- (ii) approximately 30% (or approximately HK\$14.77 million) for the general working capital of the Group, including the payment for staff costs, professional fees, administrative expenses and other operating expenses.

In the event that there is an undersubscription of the Rights Issue, the use of proceeds raised from the Rights Issue will be allocated on a pro-rata basis for the purposes disclosed above, i.e. (i) approximately 70% of the net proceeds from the Rights Issue will be used for investment in listed securities and unlisted securities, including but not limited to investment prospects in the acquisition of equity interest in the target company engaged in new energy solutions, AI and digital assets as mentioned above; and (ii) approximately 30% of the net proceeds from the Rights Issue will be used for the general working capital of the Group, including the payment for staff cost, professional fees, administrative expenses and other operating expenses. Further details of the use of proceeds will be disclosed by the Company in the announcement of results of the Rights Issue.

### **Rights Issue as the preferred fundraising activity of the Group**

The Excluded Board has considered various ways of raising funds and believes that the Rights Issue is the most efficient way in terms of time and costs for the Company. The Excluded Board considers it is prudent to finance the Group's long-term growth by long-term financing, preferably in the form of equity which will not increase the Group's finance costs.

The Excluded Board has considered other fundraising alternatives before resolving the Rights Issue, including but not limited to debt financing, placing and open offer. Debt financing will result in additional interest burden, higher gearing ratio of the Group and subject the Group to repayment obligations. In addition, debt financing may not be achievable on favourable terms in a timely manner. As for equity fundraising, the Company recently conducted a placing of new shares under the general mandate (as detailed in the Company's announcement dated 3 October 2025). As for open offer, while it is similar to a rights issue and offer Qualifying Shareholders to participate, it does not allow free trading of rights entitlements in the open market. On the other hand, the Excluded Board considers that the Rights Issue, being pre-emptive in nature, would allow all Qualifying Shareholders to participate in the future development of the Company and at the same time offer more flexibility to the Qualifying Shareholders to choose whether to maintain, increase or decrease their rights entitlement, acquiring additional rights entitlement or disposing of their rights entitlements in the open market (subject to availability).

The Excluded Board considers that the terms of the Rights Issue are fair and reasonable and raising funds through the Rights Issue is in the interests of the Company and the Shareholders as a whole.



## EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY ARISING FROM THE RIGHTS ISSUE

Assuming there is no further issue or repurchase of Shares from the date of this announcement up to and including the date of completion of the Rights Issue, the table below sets out the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately upon completion of the Rights Issue assuming full acceptance by all Shareholders; (iii) immediately upon completion of the Rights Issue, assuming none of the Qualifying Shareholders have taken up any entitled Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent; and (iv) immediately upon completion of the Rights Issue, assuming none of the Qualifying Shareholders have taken up any entitled Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and none of the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent, all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) were subscribed for through the Underwriter up to the Underwritten Shares, for illustrative purpose:

Shareholders	(i) As at the date of this announcement		(ii) Immediately upon completion of the Rights Issue assuming full acceptance by all Qualifying Shareholders		(iii) Immediately upon completion of the Rights Issue, assuming none of the Qualifying Shareholders have taken up any entitled Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent		(iv) Immediately upon completion of the Rights Issue, assuming none of the Qualifying Shareholders have taken up any of their entitlements under the Rights Issue (other than those subscriptions pursuant to the Irrevocable Undertaking and none of the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent), all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) were subscribed for through the Underwriter up to the Underwritten Shares	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Goodchamp, Dr. Lam and parties acting in concert with either of them (Note 1)	35,305,770	17.34	123,570,195	17.34	123,570,195	17.34	504,570,195 (Note 2)	74.98
The Independent Placees	-	-	-	-	420,843,542	59.04	-	-
Other public Shareholders	168,337,417	82.66	589,180,959	82.66	168,337,417	23.62	168,337,417	25.02
	<u>203,643,187</u>	<u>100.00</u>	<u>712,751,154</u>	<u>100.00</u>	<u>712,751,154</u>	<u>100.00</u>	<u>672,907,612</u>	<u>100.00</u>

*Notes:*

1. *The issued share capital of Goodchamp is wholly owned by Dr. Lam, a chairman of the Board and a non-executive Director.*
2. *As at the date of this announcement, Goodchamp has provided the Irrevocable Undertaking to the Company, irrevocable undertaking to subscribe for the Rights Shares to be provisionally allotted to it (i.e., 88,264,425 Rights Shares); and Goodchamp, as the Underwriter, has conditionally agreed to subscribe for up to 381,000,000 Rights Shares (i.e., the Underwritten Shares). Immediately upon completion of the Rights Issue, assuming none of the Qualifying Shareholders have taken up any of their entitlement under the Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and none of the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent, all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) were subscribed for through the Underwriter up to the Underwritten Shares, Goodchamp will hold 504,570,195 Shares, representing approximately 74.98% of the total issued Shares of the Company as enlarged by the allotment and issue of the Rights Shares; Goodchamp will apply for the Whitewash Waiver to the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code. An application will be made by Goodchamp to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code.*
3. *Save for Dr. Lam (through Goodchamp), no Director holds any relevant securities of the Company as at the date of this announcement.*
4. *The percentage of shareholding in the above table is for illustrative purpose only. The Company will take all appropriate steps to ensure that sufficient public float be maintained in compliance with Public Float Requirement.*
5. *Certain percentage figures included in the above table are subject to rounding adjustments. Accordingly, figures shown as totals may not be an arithmetic aggregation of the figures preceding them.*

## FUNDRAISING EXERCISE IN THE PAST TWELVE MONTHS

Except for the equity fund raising activities as mentioned below, there has not been any other equity fund raising activities in the past twelve months immediately prior to the date of this announcement.

Date of announcement	Event	Net proceeds (approximately)	Intended use of proceeds as announced	Actual use of proceeds
3 October 2025	Placing of new Shares under general mandate	HK\$3.61 million	(i) as to approximately HK\$2.00 million for potential investments; and  (ii) as to approximately HK\$1.61 million for general working capital.	Save for approximately HK\$1.61 million which is expected to be utilized for payment of payroll-related expenses, professional fees, consultancy fee and other corporate utilities and expenses as intended by December 2025, other net proceeds are fully used as intended

## **LISTING RULES IMPLICATIONS**

Given that the Rights Issue will increase the issued share capital of the Company by more than 50%, under Rules 7.19A and 7.27A of the Listing Rules, the Rights Issue is subject to the approval of the Independent Shareholders by way of poll at the SGM at which any controlling Shareholders and their respective associates or, where there are no controlling Shareholders, the Directors (excluding the independent non-executive Directors) and the chief executive of the Company, and their respective associates shall abstain from voting in favour of the resolution approving the Rights Issue.

As at the date of this announcement, there are no controlling shareholders and the Directors (excluding the independent non-executive Directors) and the chief executive of the Company, and their respective associates shall abstain from voting in favour of the Rights Issue at the SGM.

The Underwriter is a substantial Shareholder and therefore a connected person of the Company. Accordingly, the transactions contemplated under the Underwriting Agreement constitute a connected transaction for the Company under the Listing Rules and the Underwriting Agreement is subject to reporting, announcement and the approval of the Independent Shareholders under the Listing Rules.

As at the date of this announcement, Dr. Lam, who is an ultimate beneficial owner of the Underwriter (being a substantial Shareholder), the chairman of the Board and a non-executive Director, is indirectly interested in 35,305,770 Shares, representing approximately 17.34% of the issued share capital of the Company through the Underwriter. Therefore, Dr. Lam and his associate (including the Underwriter) are required to abstain from voting on the resolution(s) in relation to the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver at the SGM.

The Rights Issue does not result in a theoretical dilution effect of 25% or more. As such, the theoretical dilution impact of the Rights Issue is in compliance with Rule 7.27B of the Listing Rules.

Dr. Lam abstained from voting at the meeting of the Board convened to consider the Rights Issue and the Underwriting Agreement due to his interest in the Rights Issue and the Underwriting Agreement arising from his shareholding in the Underwriter.

## **TAKEOVERS CODE IMPLICATIONS AND APPLICATION FOR WHITEWASH WAIVER**

As at the date of this announcement, Goodchamp (being the Underwriter), Dr. Lam and the parties acting in concert with either of them are interested in 35,305,770 Shares, representing approximately 17.34% of the issued share capital of the Company. As illustrated in the table under the section headed “Effect on the shareholding structure of the Company arising from the Rights Issue”, assuming none of the Qualifying Shareholders have taken up any entitled Rights Shares (other than those subscriptions pursuant to the Irrevocable Undertaking) and none of the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) have been placed by the Placing Agent, all the Unsubscribed Rights Shares and the ES Unsold Rights Shares (if any) were subscribed for through the Underwriter up to the Underwritten Shares, Goodchamp, Dr. Lam and parties acting in concert with either of them will be interested in approximately 74.98% of the issued share capital of the Company as enlarged by the issue of the Rights Shares.

Accordingly, Goodchamp would be required to make a mandatory general offer under Rule 26 of the Takeovers Code for all the Shares and other securities not already owned or agreed to be acquired by it and parties acting in concert with it, unless the Whitewash Waiver is granted.

An application will be made by Goodchamp to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code. The Whitewash Waiver, if granted by the Executive, will be subject to, among other things, (i) the approval by at least 75% of the votes casted by the Independent Shareholders either in person or by proxy at the SGM by way of poll in respect of the Whitewash Waiver; and (ii) the approval by more than 50% of the votes casted by the Independent Shareholders either in person or by proxy at the SGM by way of poll in respect of the Rights Issue (including the Underwriting Agreement) and the respective transactions contemplated thereunder.

As at the date of this announcement, the Company does not believe that the Rights Issue, the Placing Agreement, the Underwriting Agreement, the Whitewash Waiver and the transactions contemplated thereunder give rise to any concerns in relation to compliance with other applicable rules or regulations (including the Listing Rules). If a concern should arise after the release of this announcement, the Company will endeavour to resolve the matter to the satisfaction of the relevant authority as soon as possible but in any event before the despatch of the Circular. The Company notes that the Executive may not grant the Whitewash Waiver if the Rights Issue, the Placing Agreement, the Underwriting Agreement and the transactions contemplated thereunder do not comply with other applicable rules and regulations.

**If the Whitewash Waiver is granted by the Executive and is approved by the Independent Shareholders and the completion of the Rights Issue having taken place, the shareholding of Goodchamp, Dr. Lam and parties acting in concert with either of them in the Company will exceed 50% of the issued share capital of the Company as enlarged by the Rights Shares. Goodchamp, Dr. Lam and parties acting in concert with either of them as a concert group may further increase its shareholding in the Company without incurring any further obligation to make a general offer under Rule 26 of the Takeovers Code.**

The Executive may or may not grant the Whitewash Waiver. If the Whitewash Waiver is not granted by the Executive or the approval by the Independent Shareholders of the Whitewash Waiver is not obtained, the Rights Issue will not proceed.

As at the date of this announcement:

- (i) Save for the 35,305,770 Shares held by Goodchamp and save as disclosed in the section headed “Effect on the shareholding structure of the Company arising from the Rights Issue” in this announcement, Goodchamp, Dr. Lam and parties acting in concert with either of them do not hold, own, have control or direction over any other voting rights, rights over Shares, any outstanding options, warrants, or any securities that are convertible into Shares or hold any outstanding derivatives in respect of the securities of the Company, or hold any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;
- (ii) none of Goodchamp, Dr. Lam or parties acting in concert with either of them has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;
- (iii) save for the Rights Shares to be subscribed and underwritten by Goodchamp, there is no other consideration, compensation or benefit in whatever form that has been or will be paid by Goodchamp, Dr. Lam or parties acting in concert with either of them to the Company in connection with the Rights Issue and the Underwriting Agreement;
- (iv) save for the Irrevocable Undertaking and the Underwriting Agreement, there is no arrangement of the kind referred to in Note 8 to Rule 22 of the Takeovers Code (whether by way of option, indemnity or otherwise) that had been entered into in relation to the relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company between Goodchamp, Dr. Lam and/or parties acting in concert with either of them on the one hand and any person on the other hand and which might be material to the Rights Issue and/or the Whitewash Waiver;

- (v) save for the Rights Issue being conditional upon the Underwriting Agreement becoming unconditional and obtaining of the Whitewash Waiver by Goodchamp as set out in the section headed “Conditions of the Underwriting Agreement” of this announcement, there is no agreement or arrangement to which Goodchamp, Dr. Lam or any parties acting in concert with either of them is a party which relates to circumstances in which it may or may not invoke or seek a pre-condition or a condition to the Rights Issue, the Underwriting Agreement, and/or the Whitewash Waiver;
- (vi) none of Goodchamp, Dr. Lam or any parties acting in concert with either of them had acquired or entered into any agreement or arrangement to acquire any voting rights in the Company or had dealt for value in any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company in the six months prior to and including the date of this announcement;
- (vii) save for the Irrevocable Undertaking and the Underwriting Agreement, there was no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between Goodchamp, Dr. Lam or parties acting in concert with either of them on one hand, and the Company on the other hand;
- (viii) save for the Irrevocable Undertaking and the Underwriting Agreement, there was no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between any Shareholders on one hand, and (a) Goodchamp, Dr. Lam or parties acting in concert with either of them; or (b) the Company, its subsidiaries or associated companies on the other hand; and
- (ix) none of Goodchamp, Dr. Lam or parties acting in concert with either of them has received any irrevocable commitment to vote for or against the Rights Issue and/or the Whitewash Waiver.

## **GENERAL**

The SGM will be convened for the Independent Shareholders to consider and, if thought fit, approve the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver. A circular containing, among other things, details of (i) the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in respect of the Rights Issue, the Underwriting Agreement, the Placing Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in regards of the above; and (v) a notice convening the SGM is expected to be despatched to the Shareholders on or before Thursday, 8 January 2026.

In order to be registered as a member of the Company on the record date for attendance and voting at the SGM, all transfers of Shares (together with the relevant share certificate(s)) must be lodged with the Registrar for registration by no later than 4:30 p.m. (Hong Kong time) on Monday, 26 January 2026.

## **INDEPENDENT BOARD COMMITTEE**

According to Rule 2.8 of the Takeover Code, the Independent Board Committee should comprise all non-executive Directors who have no direct or indirect interest in the Rights Issue other than as the Shareholder. Dr. Lam, the only non-executive Director, is also the chairman of the Board, and a substantial Shareholder indirectly holding approximately 17.34% of issued share capital of the Company as at the date this announcement through the Underwriter as its ultimate beneficial owner.

As such, the Independent Board Committee comprising all the non-executive Directors other than Dr. Lam (who has direct or indirect interest in the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver arising from his shareholding in the Underwriter), namely Dr. Ng Chi Yeung, Simon, Mr. Tam Yuk Sang, Sammy, and Ms. Law So Fun, all being independent non-executive Directors, has been established to advise the Independent Shareholders as to whether the Rights Issue and the transactions contemplated thereunder as well as the Whitewash Wavier are fair and reasonable and in the interests of the Company and the Independent Shareholders as a whole, and as to voting at the SGM

Pursuant to the Listing Rules, the Independent Board Committee will also advise the Independent Shareholders as to whether the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interests of the Company and the Independent Shareholders as a whole, and as to voting at the SGM



## **INDEPENDENT FINANCIAL ADVISER**

INCU Corporate Finance Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver. The appointment of the Independent Financial Adviser has been approved by the Independent Board Committee.

The Company will make available the Prospectus Documents containing, among other things, details of the Rights Issue, including information on acceptances of the Rights Shares to the Qualifying Shareholders on or before the Prospectus Posting Date. The Company may, to the extent reasonably practicable and legally permitted and subject to the advice of legal advisers in the relevant jurisdictions in respect of applicable local laws and regulations, make available the Prospectus to the Excluded Shareholders (if any) for their information only, but the Company will not send the PAL to the Excluded Shareholders (if any). For the avoidance of doubt, the Overseas Shareholders, if any, are entitled to attend and vote at the SGM regardless of their eligibility to participate in the Rights Issue.

## **WARNING OF THE RISKS OF DEALING IN THE SHARES AND NIL-PAID RIGHTS SHARES**

The Shares are expected to be dealt in on an ex-rights basis from Wednesday, 4 February 2026. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Please refer to the section headed “Conditions of the Rights Issue” in this announcement below.

**Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or Rights Shares in their nil-paid form is advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares.**

**Any Shareholder or other person dealings in the Shares and/or the nil-paid Rights Shares up to the time at which the Rights Issue becomes unconditional will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any party who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s).**

## DEFINITIONS

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

“acting in concert”	has the meaning ascribed to it under the Takeovers Code
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Business Day(s)”	a day (excluding Saturday and Sunday and public holiday) on which licensed banks in Hong Kong are open for general business
“Bye-laws”	the existing bye-laws of the Company as adopted by a special resolution passed on 31 July 2012 and amended by a special resolution passed on 27 June 2022
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC
“Company”	China Castson 81 Finance Company Limited (中國鑄晨81金融有限公司), a limited liability company continued into Bermuda as an exempted company under the laws of Bermuda whose issued Shares are listed on the Stock Exchange (stock code: 810)
“Compensatory Arrangements”	the compensatory arrangements pursuant to Rule 7.21(1)(b) of the Listing Rules as described in the section headed “Procedures in respect of the Unsubscribed Rights Shares and the ES Unsold Rights Shares and the Compensatory Arrangements” in this announcement
“connected persons”	has the meaning ascribed thereto under the Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Dr. Lam”	Dr. Lam Man Chan, a chairman of the Board and a non-executive Director, a substantial Shareholder and the ultimate beneficial owner of the Underwriter

“ES Unsold Rights Share(s)”	the Rights Share(s) which would otherwise has/have been provisionally allotted to the Excluded Shareholders (if any) in nil-paid form that has/have not been sold by the Company
“Excluded Board”	the Board, other than (i) the members of the Independent Board Committee whose opinion is set forth in the Letter from the Independent Board Committee in the circular after considering the advice from the Independent Financial Adviser, and (ii) Dr. Lam, a non-executive Director who is considered to be directly or indirectly interested in the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder, as well as the Whitewash Waiver arising from his shareholding in the Underwriter, which in effect comprises Mr. Lee Kwok Leung only
“Excluded Shareholder(s)”	those Overseas Shareholder(s) whom the Directors, after making enquiries, consider it necessary, or expedient not to offer the Rights Shares to such Shareholder(s) on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any of his delegate(s)
“Goodchamp” or “Underwriter”	Goodchamp Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, is ultimately wholly-owned by Dr. Lam
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“HKSCC”	Hong Kong Securities Clearing Company Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC

“Independent Board Committee”	an independent committee of the Board comprising the non-executive Directors other than Dr. Lam (who has direct or indirect interest in the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver arising from his shareholding in the Underwriter), namely Dr. Ng Chi Yeung, Simon, Mr. Tam Yuk Sang, Sammy, and Ms. Law So Fun, all being independent non-executive Directors, to advise the Independent Shareholders as to whether the Rights Issue and the transactions contemplated thereunder as well as the Whitewash Waiver are fair and reasonable and in the interests of the Company and the Independent Shareholders as a whole, and as to voting at the SGM
“Independent Placee(s)”	the independent placee(s) , who and whose ultimate beneficial owner(s) shall be (i) Independent Third Party(ies) and (ii) professional investor(s) (as defined under the SFO) with subscription size of at least HK\$500,000; and none of the placees shall be a party acting in concert with Goodchamp (being the Underwriter) and/or Dr. Lam or other placees
“Independent Financial Adviser”	INCU Corporate Finance Limited, a corporation licensed by the SFC to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser appointed by the Company, with the approval of the Independent Board Committee, to advise the Independent Board Committee and the Independent Shareholders in respect of the Rights Issue, the Underwriting Agreement and the respective transactions contemplated thereunder as well as the Whitewash Waiver
“Independent Shareholder(s)”	any Shareholder(s) other than (i) Goodchamp, Dr. Lam and parties acting in concert with either of them; and (ii) those Shareholders who are interested in (other than as Shareholders) or involved in the Rights Issue, the Underwriting Agreement and/or the Whitewash Waiver
“Independent Third Party(ies)”	third party(ies) independent of and not connected with the Company and any of its connected persons

“Irrevocable Undertaking”	the irrevocable undertaking given by Goodchamp in favour of the Company, details of which is set out in the paragraph headed “Irrevocable Undertaking” in this announcement
“Last Trading Day”	19 December 2025, being the last trading day of the Shares on the Stock Exchange immediately prior to the release of this announcement
“Latest Time for Acceptance”	Wednesday, 4 March 2026 or such later time or date as may be agreed between the Company and the Underwriter in writing, being the latest time for acceptance of, and payment for, the Rights Shares as described in the Prospectus Documents
“Latest Time for Termination”	4:00 p.m. on Tuesday, 17 March 2026 or such later time or date as may be agreed between the Company and (i) the Underwriter in writing, which shall be the latest time for termination of the Underwriting Agreement or (ii) the Placing Agent in writing, which shall be the latest time for termination of the Placing Agreement
“Listing Committee”	has the same meaning ascribed to it under the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities of The Stock Exchange of Hong Kong Limited
“Macau”	Macau Special Administrative Region
“Net Gain”	the aggregate of any premiums (being the aggregate amount paid by the placees after deducting the aggregate amount of the Subscription Price for the Unsubscribed Rights Shares and ES Unsold Rights Shares placed by the Placing Agent and/or its sub-placing agent(s) under the Placing Agreement) under the Compensatory Arrangements
“No Action Shareholders”	Qualifying Shareholders who do not subscribe for the Rights Shares (whether partially or fully) under the PALs or their renounees, or such persons who hold any nil-paid rights at the time such nil-paid rights are lapsed, and/or the Excluded Shareholders (if any)

“Overseas Shareholders”	Shareholder(s) whose name(s) appear on the register of members of the Company on the Record Date and whose address(es) as shown on such register is/are in a place(s) outside Hong Kong
“PAL(s)”	the provisional allotment letter(s) proposed to be issued to the Qualifying Shareholders in connection with the Rights Issue
“Placing”	the offer by way of private placing of the Unsubscribed Rights Shares and ES Unsold Rights Shares (if any) on a best effort basis by the Placing Agent and/or its sub-placing agent(s) to the Independent Placee(s) during the Placing Period on the terms and subject to the conditions set out in the Placing Agreement
“Placing Agent”	Kingston Securities Limited, a corporation licensed to carry out Type 1 (dealing in securities) regulated activity under the SFO
“Placing Agreement”	the placing agreement dated 19 December 2025 and entered into between the Company and the Placing Agent in relation to the Placing
“Placing Period”	the period commencing from Tuesday, 10 March 2026 and ending at 4:00 p.m. on Monday, 16 March 2026
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Prospectus”	the prospectus to be issued by the Company to the Shareholders containing details of the Rights Issue
“Prospectus Documents”	the Prospectus and PAL
“Prospectus Posting Date”	Friday, 13 February 2026 or such other date as may be determined by the Company, being the date of which the Prospectus Documents are made available to the Qualifying Shareholders and the Prospectus for information only to the Excluded Shareholders

“Public Float Requirement”	the public float requirement under Rules 8.08(1)(a) and 13.32(1) of the Listing Rules
“Qualifying Shareholder(s)”	Shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date, other than the Excluded Shareholder(s)
“Record Date”	Thursday, 12 February 2026 or such other date as may be determined by the Company, being the date for determining entitlements of the Shareholders to participate in the Rights Issue
“Registrar”	Tricor Investor Services Limited, the Company’s Hong Kong branch share registrar and transfer office, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong
“Rights Issue”	the proposed issue by way of rights on the basis of five (5) Rights Shares for every two (2) Shares held by the Qualifying Shareholders on the Record Date at the Subscription Price on the terms and subject to the conditions set out in the Prospectus Documents
“Rights Share(s)”	up to 509,107,967 Shares (assuming no change in the number of Shares in issue on or before the Record Date) to be allotted and issued pursuant to the Rights Issue
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“SGM”	the special general meeting of the Company to be convened and held at which resolution will be proposed to consider, and, if thought fit, to approve, among other things, the Rights Issue, the Underwriting Agreement and the transactions contemplated thereunder as well as the Whitewash Waiver
“Share(s)”	ordinary share(s) of par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of issued Share(s)

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	HK\$0.102 per Rights Share
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“Underwriting Agreement”	the conditional underwriting agreement dated 19 December 2025 entered into between the Company and the Underwriter in relation to the Rights Issue
“Underwritten Shares”	Up to 381,000,000 Rights Shares to be underwritten by the Underwriter pursuant to the Underwriting Agreement
“United States”	United States of America
“Unsubscribed Rights Shares”	the Rights Shares that are not subscribed by the Qualifying Shareholders or holders of nil-paid rights, other than the Rights Shares subscribed by Goodchamp pursuant to the Irrevocable Undertaking
“Whitewash Waiver”	a waiver to be granted by the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code to waive the obligation of the Underwriter to make a mandatory general offer to the Shareholders in respect of the Shares not already owned or agreed to be acquired by the Underwriter, Dr. Lam and parties acting in concert with either of them as a result of the taking up of the Underwritten Shares by the Underwriter pursuant to the Underwriting Agreement
“%”	per cent.

By order of the Board  
**China Castson 81 Finance Company Limited**  
**Lee Kwok Leung**  
*Director*

19 December 2025



*As at the date of this announcement, the executive Director is Mr. Lee Kwok Leung; the non-executive Director is Dr. Lam Man Chan and the independent non-executive Directors are Dr. Ng Chi Yeung, Simon, Mr. Tam Yuk Sang, Sammy, and Ms. Law So Fun.*

*The Directors jointly and severally accept full responsibility for the accuracy of information contained in this announcement and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*