方圓生活服务
FINELAND LIVING SERVICES

YONCAN CO., LTD.
(Incorporated in the British Virgin Islands with limited liability)

Fineland Living Services Group Limited
方圓生活服務集團有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 9978)

JOINT ANNOUNCEMENT

(1) SHARE PURCHASE AGREEMENT IN RELATION TO APPROXIMATELY 50.01% OF THE TOTAL ISSUED SHARES OF THE COMPANY
(2) POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER BY ALTUS INVESTMENTS LIMITED FOR AND ON BEHALF OF THE OFFEROR FOR ALL THE ISSUED SHARES OF THE COMPANY (OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND THE OFFEROR CONCERT PARTIES)
(3) CONNECTED TRANSACTION AND SPECIAL DEAL IN RELATION TO THE SUBSCRIPTION OF SHARES UNDER SPECIFIC MANDATE
(4) ISSUANCE OF UNLISTED WARRANTS UNDER SPECIFIC MANDATE AND
(5) RESUMPTION OF TRADING

Financial Adviser to the Offeror

ALTUS CAPITAL LIMITED

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

Gram Capital Limited
嘉林資本有限公司

1. SHARE PURCHASE AGREEMENT

The Board was notified by the Offeror that on 7 July 2026 (after trading hours), the Offeror and, among others, the Sellers entered into the Share Purchase Agreement in relation to the sale and purchase of the Sale Shares. Subject to the terms and conditions of the Share Purchase Agreement, the Sellers have conditionally agreed to sell and the Offeror has conditionally agreed to acquire the Sale Shares, being a total of 200,044,000 Shares, representing approximately 50.01% of the total issued Shares as at the date of the Share Purchase Agreement. The total consideration for the Sale Shares under the Share Purchase Agreement is HK$28,006,160, being HK$0.14 per Sale Share.

Acquisition Completion is conditional upon the fulfilment or waiver (if applicable) of the conditions precedent as set out in the Share Purchase Agreement, details of which are set out in the section headed "1. SHARE PURCHASE AGREEMENT — Conditions precedent to the Acquisition". Completion of the sale and purchase of all Sale Shares shall occur simultaneously.

Further announcement(s) will be made upon Acquisition Completion in accordance with the Listing Rules and the Takeovers Code.

2. POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER

As at the date of this joint announcement, the Offeror and the Offeror Concert Parties are interested in a total of 13,600,000 Shares, representing 3.40% of the issued Shares. Immediately after the Acquisition Completion, the Offeror will be interested in a total of 200,044,000 Shares, representing approximately 50.01% of the total issued Shares as at the date of this joint announcement, while the Offeror and the Offeror Concert Parties will be interested in a total of 213,644,000 Shares, representing approximately 53.41% of the total issued Shares as at the date of this joint announcement. Pursuant to Rule 26.1 of the Takeovers Code, upon Acquisition Completion, the Offeror will be required to make an unconditional mandatory cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties).

As at the date of this joint announcement, there are 400,000,000 Shares in issue and the Company does not have any outstanding options, warrants, derivatives or securities which are convertible or exchangeable into Shares and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares other than the Warrant Subscription Agreement.

Upon Acquisition Completion, Altus Investments Limited will make, for and on behalf of the Offeror, the Offer to acquire all the Offer Shares on terms to be set out in the Composite Document in compliance with the Takeovers Code on the following basis:

For each Offer Share .... HK$0.14 in cash

Under the Share Purchase Agreement, each of Aspiring Vision, Huiyu Investment, Mr. Huang and Ms. Zheng Hui has undertaken to the Offeror that (i) they will not tender their Excluded Shares for acceptance of the Offer; and (ii) prior to the close of the Offer, they will not sell, transfer, or otherwise dispose of their Excluded Shares. In addition, the IU Shareholder has given an Irrevocable Undertaking not to accept the Offer in respect of the IU Shares.

The Offeror will not increase the Offer Price. Shareholders and potential investors of the Company should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Offer Price and the Offeror does not reserve the right to increase the Offer Price.

If after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares, the Offeror reserves the right to reduce the Offer Price by the gross amount of the dividend, distribution and/or return of capital paid or made by the Company to such Shareholders who accept or have accepted the Offer.

Accordingly, unless otherwise specified or the context otherwise requires, any reference in this joint announcement, the Composite Document or any other announcement in relation to the Offer to the Offer Price will be deemed to be a reference to the Offer Price as so reduced.

The Offer, if made, will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Shares or any other conditions.

Confirmation of financial resources

The maximum amount of cash payable by the Offeror in respect of the total consideration for the Acquisition and the consideration payable upon full acceptance of the Offer (excluding the Excluded Shares and the IU Shares) is approximately HK$21,833,280, assuming there is no change in the total issued Shares from the date of this joint announcement up to and including the close of the Offer. The Offeror intends to finance the total consideration payable under the Acquisition and the Offer with its internal resources.

Altus Capital Limited, as the financial adviser to the Offeror in respect of the Acquisition and the Offer, is satisfied that sufficient financial resources are available to the Offeror to satisfy the total consideration for the Acquisition (HK$28,006,160) and the maximum consideration payable upon full acceptance of the Offer (excluding the Excluded Shares and the IU Shares, approximately HK$21,833,280).

Despatch of Composite Document

It is the intention of the Offeror and the Company to combine the offer document with the offeree board circular from the Company into the Composite Document. The Composite Document containing, among other things: (i) details of the Offer (including the expected timetable); (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer, together with the relevant form of acceptance and transfer, is required to be despatched to the Shareholders no later than 21 days after the date of this joint announcement or such later date as the Executive may approve.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

Maintenance of listing status of the Company

The Offeror intends for the Company to remain listed on the Stock Exchange. The director of the Offeror and any new directors to be appointed to the Board will jointly and severally undertake to the Stock Exchange that if, at the close of the Offer, the Company fails to comply with the requirements of Rule 13.32B of the Listing Rules, they will take appropriate steps to ensure the Company's compliance with Rule 13.32B of the Listing Rules at the earliest possible moment.

3. SHARE SUBSCRIPTION

On 27 July 2026 (after trading hours), the Company and the Share Subscribers (one of which is the Offeror) entered into the Share Subscription Agreement, pursuant to which the Company has conditionally agreed to issue and allot, and the Share Subscribers have conditionally agreed to subscribe for the Subscription Shares at the Share Subscription Price of HK$0.14 per Subscription Share for a maximum consideration of HK$51,800,000 in cash.

The maximum number of Subscription Shares (being 370,000,000 Shares) represents 92.50% of the total issued Shares as at the date of the Share Subscription Agreement and approximately 48.05% of the total issued Shares as enlarged by the allotment and issue of the maximum number of Subscription Shares (assuming there is no other change in the total issued Shares from the date of the Share Subscription Agreement to the Share Subscription Completion). Assuming (i) the Offeror does not receive any valid acceptance under the Offer; (ii) there is no other change in the number of Shares held by the Offeror and the Offeror Concert Parties except as a result of the Acquisition; and (iii) there is no other change in the number of total issued Shares, the Offeror and the Offeror Concert Parties will be interested in a total of 583,644,000 Shares, representing approximately 75.80% of the total issued Shares immediately after the Share Subscription Completion (assuming maximum number of Subscription Shares issued).

In the event the allotment and issue of the maximum number of Subscription Shares will cause the public float of the Company to fall below 25%, the Company and the Share Subscribers will negotiate in good faith appropriate downward adjustment(s) to the final number of Subscription Shares to be allotted and issued to the relevant Share Subscriber such that the public float of the Company will not fall below 25% immediately after the Share Subscription Completion, provided the Offeror will hold no less than 55% of the total issued Shares as enlarged by the allotment and issue of the final number of Subscription Shares.

The Subscription Shares will be allotted and issued pursuant to the Share Specific Mandate to be sought from the Independent Shareholders at the EGM. The Subscription Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Shares in issue.

Listing Rules implications

As disclosed in this joint announcement, each of the Sellers is a connected person of the Company which is either controlled by or acting in concert with certain Directors, and the Acquisition Completion is conditional upon, among other things, the Share Subscription having been approved by the Independent Shareholders at the EGM. On the other hand, the Share Subscription is a transaction between the Company and, among others, the Offeror (i.e. the Share Subscriber I), with respect to which the Offeror has reached an understanding with the Sellers under the Share Purchase Agreement. Accordingly, the Offeror is deemed to be a connected person of the Company pursuant to Rule 14A.20 of the Listing Rules and the Share Subscription is a connected transaction of the Company which is subject to announcement, reporting and the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Takeovers Code implications of the Special Deal

As the Share Subscription is a special arrangement available to the Share Subscriber III (which is interested in approximately 2.90% of the total issued Shares as at the date of this joint announcement) only and not offered to all Shareholders, the Share Subscription constitutes a special deal and requires the consent of the Executive under Rule 25 of the Takeovers Code. The Offeror will make an application to the Executive for consent in relation to the Special Deal as soon as reasonably practicable after the date of this joint announcement. The Executive's consent, if granted, will normally be conditional upon the Independent Financial Adviser confirming to the Independent Board Committee that the terms of the Special Deal are fair and reasonable, and the passing of an ordinary resolution by the Independent Shareholders at a general meeting of the Company to approve the Special Deal.

4. WARRANT SUBSCRIPTION

On 27 July 2026 (after trading hours), in consideration of the Warrant Subscriber's contribution and involvement as a consultant and facilitator in negotiations which have culminated in the Share Subscription (which will provide new capital to the Company), the Company and the Warrant Subscriber entered into the Warrant Subscription Agreement, pursuant to which the Company has conditionally agreed to issue, and the Warrant Subscriber has conditionally agreed to subscribe for 77,000,000 Warrants. The Exercise Price is HK$0.50 per Warrant Share.

Each Warrant carries the right to subscribe for one Warrant Share at a price per Share equal to the Exercise Price.

The 77,000,000 Warrant Shares represent 19.25% of the total issued Shares as at the date of this joint announcement and approximately 9.09% of the total issued Shares as enlarged by the allotment and issue of the Subscription Shares (assuming maximum number of Subscription Shares issued) and the issue of all Warrant Shares upon full exercise of the Warrants (assuming there will be no other change in the number of total issued Shares from the date of the Warrant Subscription Agreement to the date of full exercise of the Exercise Rights).

The Warrant Shares will be allotted and issued pursuant to the Warrant Specific Mandate to be sought from the Shareholders at the EGM. The Warrant Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Shares in issue and in particular will have the right to receive all dividends or other distributions thereafter declared, paid or made on such Shares with reference to the relevant date on which the holder of the Warrant Shares is registered as such in the register of members of the Company.

No listing of the Warrants will be sought on the Stock Exchange or any other stock exchanges.

Listing Rules implications

Pursuant to Rule 13.36(7) of the Listing Rules, the Company may not issue warrants to subscribe for (i) any new Shares or (ii) any securities convertible into new Shares, for cash consideration pursuant to a general mandate given under Rule 13.36(2)(b) of the Listing Rules. Accordingly, the issue of the Warrants and the Warrant Shares (to be issued upon exercise of the Warrants) are subject to the approval of the Shareholders and will be allotted and issued pursuant to the Warrant Specific Mandate to be sought at the EGM.

Pursuant to Rule 15.02(1) of the Listing Rules, the Warrant Shares to be issued upon exercise of the Warrants must not, when aggregated with all other equity securities which remain to be issued on exercise of any other subscription rights, if all such rights were immediately exercised, whether or not such exercise is permissible, exceed 20% of the total number of issued shares of the Company at the time the Warrants are issued. Options granted under employee or executive share schemes which comply with Chapter 17 of the Listing Rules are excluded for the purpose of such limit. As at the date of this joint announcement, the Company has no outstanding securities with subscription rights.

Despatch of circular

The EGM will be convened to consider and, if thought fit, pass the requisite resolutions to approve, among other things: (i) the Share Subscription Agreement and transactions contemplated thereunder; and (ii) the Warrant Subscription Agreement and transactions contemplated thereunder.

A circular containing, among other things, (i) details of the Share Subscription; (ii) details of the Warrant Subscription; (iii) a letter of advice from the Independent Board Committee; (iv) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders on the Share Subscription; and (v) a notice of EGM together with the form of proxy, is expected to be despatched to Shareholders on or around 17 August 2026 as additional time is needed to prepare the information to be included in the circular.

ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER

Pursuant to Rule 2.8 of the Takeovers Code and the Listing Rules respectively, the Independent Board Committee comprising Mr. Tian Qiusheng, Mr. Leung Wai Hung and Mr. Du Chenhua (comprising all independent non-executive Directors) has been formed to (i) make a recommendation to the Offer Shareholders as to whether the Offer is fair and reasonable and as to the acceptance of the Offer; and (ii) advise the Independent Shareholders on the Share Subscription and the Special Deal.

Gram Capital Limited, the Independent Financial Adviser, has been appointed by the Company for the purposes of advising the Independent Board Committee and the Independent Shareholders in relation to, among other things, (i) the Offer; and (ii) the Share Subscription and the Special Deal. The appointment of the Independent Financial Adviser has been approved by the Independent Board Committee.

RESUMPTION OF TRADING

Trading in the Shares on the Stock Exchange has been halted from 9:00 a.m. on 8 July 2026 pending the release of this joint announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading of Shares with effect from 9:00 a.m. on 28 July 2026.

WARNING

Following publication of this joint announcement, the Company will convene the EGM and seek approval of the Share Subscription Agreement, the Special Deal and the Warrant Subscription from the relevant Shareholders. Acquisition Completion will only take place after the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Purchase Agreement. After Acquisition Completion, the Composite Document will be despatched in accordance with the Takeovers Code and the Offer will be open for acceptances by the Offer Shareholders. After the close of the Offer, and subject to the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Subscription Agreement and the Warrant Subscription Agreement, the Share Subscription Completion will take place, followed by the Warrant Subscription Completion.

The Offer will only be made if the Acquisition Completion takes place and the Acquisition Completion is subject to the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Purchase Agreement which have been set out in the section headed "1. SHARE PURCHASE AGREEMENT — Conditions precedent to the Acquisition". Accordingly, the Acquisition Completion may or may not take place, and the Offer may or may not be made.

The Directors make no recommendation as to the fairness or reasonableness of the Offer or as to the acceptance of the Offer in this joint announcement. Shareholders are reminded to read the Composite Document, including the recommendations of the Independent Board Committee and the advice of the Independent Financial Adviser in respect of the Offer, before deciding whether or not to accept the Offer.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company. If Shareholders and potential investors of the Company are in any doubt about their position, they should consult their professional advisers.

BACKGROUND

The Group is principally engaged in the provision of professional property management services and value-added services for residential and non-residential properties in the PRC. Over the past few years, as part of the Company's business strategy, the Company has progressively wound down its real estate agency operations and such operations now only represents a minimal part of the Group's overall business, with its scope refined to align with the current strategic focus.

Similar to other companies in the PRC property management sector, the Company has been negatively affected by recent events affecting the PRC real estate sector. Since mid-2021, sales of residential properties in China slowed significantly and a number of Chinese property developers began to experience difficulties in securing external financing. The property service industry, which is closely linked to the performance of the real estate sector, has also experienced downward pressure.

Over the past three financial years, the Company recorded declining revenue and accumulated net losses of approximately RMB207.9 million. Impairment losses on financial assets continued to be a major driver of the Company's losses, which was primarily attributable to the provision for impairment losses on trade receivables and amounts due from related parties (including former fellow subsidiaries/related companies) as a result of factors including the continued downward movement in the real estate industry and challenging economic conditions and recovery of trade receivables and amounts due from related parties continued to be slow. The declining financial performance of the Group resulted in the negative equity position (attributable to owners of the Company) amounting to approximately RMB20.493 million as at 31 December 2025.

During the same period, the Company faced mounting liquidity pressure and its net current liabilities reached approximately RMB61.425 million and the gearing ratio went up to 98% as at 31 December 2025. With a view to mitigating the liquidity pressure, the Company has been taking actions such as negotiating repayment of its liabilities and implementing policies to monitor cash flows through cutting costs and capital expenditure.

The Company is pleased to announce that, following efforts to explore fundraising alternatives by the Company and with the Warrant Subscriber being the facilitator, the Company has reached an agreement with the Offeror, who was interested in investing in the Company through the Acquisition and Share Subscription, alongside the Share Subscriber II and the Share Subscriber III. It is expected the Share Subscription will improve the financial position of the Company and the Group will be in a better position to revive its operational and financial performance in the long run.

1. SHARE PURCHASE AGREEMENT

The Board was notified by the Offeror that on 7 July 2026 (after trading hours), the Offeror and, among others, the Sellers entered into the Share Purchase Agreement in relation to the sale and purchase of the Sale Shares.

The principal terms of the Share Purchase Agreement are as follows.

Date

7 July 2026 (after trading hours)

Parties

(a) Sellers:

(i) Mansion Green in respect of 97,200,000 Sale Shares, representing 24.30% of the total issued Shares as at the date of this joint announcement

(ii) Aspiring Vision in respect of 51,848,000 Sale Shares, representing approximately 12.96% of the total issued Shares as at the date of this joint announcement

(iii) Huiyu Investment in respect of 50,996,000 Sale Shares, representing approximately 12.75% of the total issued Shares as at the date of this joint announcement

(b) Purchaser: the Offeror

(c) Other Shareholders who have given an undertaking in respect of the Excluded Shares: Mr. Huang and Ms. Zheng Hui in respect of a total of 3,948,000 Excluded Shares, representing approximately 0.99% of the total issued Shares as at the date of this joint announcement

Subject matter of the Share Purchase Agreement

Subject to the terms and conditions of the Share Purchase Agreement, the Sellers have conditionally agreed to sell and the Offeror has conditionally agreed to acquire the Sale Shares, being a total of 200,044,000 Shares, representing approximately 50.01% of the total issued Shares as at the date of the Share Purchase Agreement, free from all encumbrances and together with all rights and advantages attaching to them as at the Acquisition Completion Date. Assuming there is no change in the number of total issued Shares from the date of the Share Purchase Agreement to the Acquisition Completion Date, immediately after the Acquisition Completion, Aspiring Vision, Huiyu Investment, Mr. Huang and Ms. Zheng Hui will hold an aggregate of 25,904,000 Shares, representing approximately 6.48% of the total issued Shares.

For further information on the shareholding of the Sellers as at the date of this joint announcement and immediately after the Acquisition Completion, please refer to the section headed "SHAREHOLDING STRUCTURE OF THE COMPANY".

Consideration

The total consideration for the Sale Shares under the Share Purchase Agreement is HK$28,006,160, being HK$0.14 per Sale Share. The aggregate consideration was determined after arm's length negotiations between the Sellers and the Offeror, after taking into account, among others, (i) the Company's historical share prices; (ii) the most recent published financial information of the Company; and (iii) the Company's confirmation in this joint announcement of no intention to declare, make or pay any dividends and/or other distribution and/or other return of capital before the close, lapse, withdrawal or termination of the Offer (whichever is earlier).

Conditions precedent to the Acquisition

Acquisition Completion is conditional upon the satisfaction or waiver (if applicable) of the following conditions:

(a) the current listing of the Shares not having been withdrawn, the Shares continuing to be traded on the Stock Exchange from the date of the Share Purchase Agreement up to and including the Acquisition Completion Date (save for any temporary suspension for no longer than three consecutive Stock Exchange trading days or such other period as the Offeror may agree or the temporary suspension in connection with the transactions contemplated under the Share Purchase Agreement), and neither the Stock Exchange nor the SFC having indicated that either one of them will object to such continued listing for reasons related to or arising from the transactions contemplated under the Share Purchase Agreement;

(b) the publication of an announcement in relation to, among other things, the Share Purchase Agreement and the possible unconditional mandatory general offer in accordance with Rule 3.5 of the Takeovers Code on the website of the Stock Exchange;

(c) all necessary approval, registration, filing and reporting formalities with respect to the transactions contemplated under the Share Purchase Agreement under applicable laws having been obtained or completed;

(d) no notice, order, judgment, action or proceeding of any governmental authority having been served, issued or made which restrains, prohibits or makes unlawful the sale of the Sale Shares or which is likely to materially and adversely affect the right of the Offeror to own the legal and beneficial title to the Sale Shares, free from encumbrances;

(e) the warranties given jointly and severally by the Sellers under the Share Purchase Agreement being true and accurate in all material respects; and

(f) with respect to the Company:

   (i) the passing of board resolutions to approve the appointment of the individual(s) nominated by the Offeror as Director(s) with effect upon the posting of the Composite Document (or such other time as the Offeror may specify in writing);

   (ii) the approval of the Share Subscription Agreement (in respect of the connected transaction and the grant of the Share Specific Mandate) and the transactions contemplated thereunder by the Independent Shareholders at the EGM;

   (iii) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming the terms of the Special Deal to be fair and reasonable;

   (iv) the passing of an ordinary resolution by the Independent Shareholders at the EGM to approve the Share Subscription as the Special Deal; and

(v) the Executive having granted consent under Rule 25 of the Takeovers Code in relation to the Special Deal and such consent not having been subsequently revoked or withdrawn.

The conditions set out above (other than the conditions set out in sub-paragraphs (a), (e) and (f)(i)) may not be waived by any of the parties to the Share Purchase Agreement. The Offeror may at any time waive in whole or in part, conditionally or unconditionally, any condition set out in sub-paragraphs (a), (e) and (f)(i) by notice in writing to the Sellers. As at the date of this joint announcement, in respect of the condition in sub-paragraph (c), the Offeror is not aware of any necessary approval, registration, filing and reporting formalities with respect to the transactions contemplated under the Share Purchase Agreement.

As at the date of this joint announcement, save for the condition set out in sub-paragraph (b), no conditions precedent have been fulfilled or waived.

If any of the above conditions precedent is not satisfied or waived (if applicable) on or before the Acquisition Long Stop Date, the Share Purchase Agreement may be terminated with immediate effect by notice from the Sellers (acting unanimously) to the Offeror or the Offeror to the Sellers, and neither the Sellers nor the Offeror shall have any claim against the other under it, save for any claim arising from breach of any obligation relating to the parties' responsibility to satisfy the aforementioned conditions as set out in the Share Purchase Agreement.

Acquisition Completion

Subject to all the conditions precedent in the Share Purchase Agreement having been satisfied or waived (if applicable) in accordance with the Share Purchase Agreement, Acquisition Completion shall take place on the fifth Business Day following notification of the fulfilment or waiver of the conditions precedent in the Share Purchase Agreement (save for those conditions precedent the satisfaction or waiver of which shall take place upon Acquisition Completion), or such later date as may be agreed between the Offeror and the Sellers.

Completion of the sale and purchase of all Sale Shares shall occur simultaneously.

Further announcement(s) will be made upon Acquisition Completion in accordance with the Listing Rules and the Takeovers Code.

Undertaking not to tender remaining Shares

Immediately after the Acquisition Completion, Aspiring Vision, Huiyu Investment, and Mr. Huang and Ms. Zheng Hui will hold 12,952,000, 9,004,000 and 3,948,000 Shares (comprising 3,884,000 Shares held by Ms. Zheng Hui and 64,000 Shares jointly held by Mr. Huang and Ms. Zheng Hui), respectively (an aggregate of 25,904,000 Shares, representing approximately 6.48% of the total issued Shares as at the date of this joint announcement, the "**Excluded Shares**").

Under the Share Purchase Agreement, each of Aspiring Vision, Huiyu Investment, Mr. Huang and Ms. Zheng Hui has undertaken to the Offeror that (i) they will not tender their Excluded Shares for acceptance of the Offer; and (ii) prior to the close of the Offer, they will not sell, transfer, or otherwise dispose of their Excluded Shares.

Information on the Offeror

The Offeror is a company incorporated in the British Virgin Islands with limited liability, whose principal business is investment holding. As at the date of this joint announcement, the Offeror is wholly and beneficially owned by Mr. Gong, who is also the sole director of the Offeror.

Mr. Gong is currently the Chairman of Jiangsu Ruihong Network Technology Co., Ltd.* (江蘇睿鴻網路技術股份有限公司), the shares of which were previously quoted on the National Equities Exchange and Quotations (NEEQ) of the PRC (ticker: 873920). Jiangsu Ruihong Network Technology Co., Ltd., through its subsidiaries, is principally engaged in developing "cloud + network convergence" service solutions, including content delivery network (CDN), cloud distribution, multi-cloud management, cloud security and cloud migration services, which are applied across industries such as the fintech, e-commerce and intelligent manufacturing. In addition, the company also integrates artificial intelligence into its cloud platforms to enable enterprise clients to build or adopt artificial intelligence assistance running on local servers for enhanced data protection. Mr. Gong does not have any prior experience in the provision of professional property management services.

Information on the Sellers

Mansion Green is a company incorporated in the British Virgin Islands with limited liability, whose principal business is investment holding. As at the date of this joint announcement, Mansion Green is indirectly and wholly owned by Mr. Fong as the ultimate beneficial owner.

Aspiring Vision is a company incorporated in the British Virgin Islands with limited liability, whose principal business is investment holding. As at the date of this joint announcement, Aspiring Vision is directly and wholly owned by Ms. Tse as the beneficial owner.

Huiyu Investment is a company incorporated in the British Virgin Islands with limited liability, whose principal business is investment holding. As at the date of this joint announcement, Huiyu Investment is directly and wholly owned by Mr. Huang as the beneficial owner.

Mr. Huang is a business partner of Mr. Fong and is primarily engaged in investments in and the operation of real estate related companies, civil engineering and construction companies and mining companies. Ms. Zheng Hui is the spouse of Mr. Huang.

On 24 January 2024, Mr. Fong, Ms. Tse and Mr. Huang entered into a deed of concert parties to formalise their relationship as parties acting in concert in respect of the Company. The deed of concert parties is intended to apply to Shares held by Mr. Fong, Ms. Tse and Mr. Huang and their spouses, whether directly or indirectly. Based on information available to the Company, the parties to the deed of concert parties intend to terminate the deed after the Acquisition Completion.

2. POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER

As at the date of this joint announcement, the Offeror and the Offeror Concert Parties are interested in a total of 13,600,000 Shares, representing 3.40% of the issued Shares. Immediately after the Acquisition Completion, the Offeror will be interested in a total of 200,044,000 Shares, representing approximately 50.01% of the total issued Shares as at the date of this joint announcement, while the Offeror and the Offeror Concert Parties will be interested in a total of 213,644,000 Shares, representing approximately 53.41% of the total issued Shares as at the date of this joint announcement. Pursuant to Rule 26.1 of the Takeovers Code, upon Acquisition Completion, the Offeror will be required to make an unconditional mandatory cash offer for all the issued Shares (other than those already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties).

As at the date of this joint announcement, there are 400,000,000 Shares in issue and the Company does not have any outstanding options, warrants, derivatives or securities which are convertible or exchangeable into Shares and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares other than the Warrant Subscription Agreement.

WARNING

Shareholders and potential investors of the Company should note that the Offer will only be made if the Acquisition Completion takes place. As the Acquisition Completion is subject to the satisfaction or (if capable of being waived) waiver of the conditions precedent set out in the Share Purchase Agreement, it may or may not take place and the Offer may or may not proceed.

Principal terms of the Offer

Upon Acquisition Completion, Altus Investments Limited will make, for and on behalf of the Offeror, the Offer to acquire all the Offer Shares on terms to be set out in the Composite Document in compliance with the Takeovers Code on the following basis:

For each Offer Share.. **HK$0.14 in cash**

The Offer Price of HK$0.14 per Offer Share is equal to the consideration of HK$0.14 per Sale Share under the Share Purchase Agreement, which was determined after taking into account, among others, the Company's confirmation of no intention to declare, make or pay any dividends and/or other distribution and/or other return of capital before the close, lapse, withdrawal or termination of the Offer (whichever is earlier). The Offer Price is no less than the highest price paid by the Offeror and the Offeror Concert Party(ies) within six months prior to the commencement of the Offer Period.

The Offeror will not increase the Offer Price. Shareholders and potential investors of the Company should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Offer Price and the Offeror does not reserve the right to increase the Offer Price.

The Company has confirmed that: (i) as at the date of this joint announcement it has not declared any dividend and/or other distribution and/or other return of capital which remains unpaid; and (ii) it does not intend to declare, make or pay any dividend and/or other distribution and/or other return of capital before the close, lapse, withdrawal or termination of the Offer (whichever is earlier).

If after the date of this joint announcement, any dividend, distribution and/or return of capital is announced, declared, made and/or paid in respect of the Shares, the Offeror reserves the right to reduce the Offer Price by the gross amount of the dividend, distribution and/or return of capital paid or made by the Company to such Shareholders who accept or have accepted the Offer.

Accordingly, unless otherwise specified or the context otherwise requires, any reference in this joint announcement, the Composite Document or any other announcement in relation to the Offer to the Offer Price will be deemed to be a reference to the Offer Price as so reduced.

The Offer, if made, will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Shares or any other conditions.

The Offer, if made, will be extended to all Offer Shareholders in accordance with the Takeovers Code. The Offer will extend to all Shares in issue on the date on which the Offer is made, being the date of despatch of the Composite Document, other than those already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties.

Comparison of value

The Offer Price of HK$0.14 per Offer Share represents:

(a) a discount of approximately 39.13% to the closing price of HK$0.230 per Share as quoted on the Stock Exchange on the Last Trading Day;

(b) a discount of approximately 38.60% to the average closing price of approximately HK$0.228 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to and including the Last Trading Day;

(c) a discount of approximately 38.60% to the average closing price of approximately HK$0.228 per Share as quoted on the Stock Exchange for the last 10 consecutive trading days immediately prior to and including the Last Trading Day; and

(d) a discount of approximately 32.04% to the average closing price of approximately HK$0.206 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days immediately prior to and including the Last Trading Day.

The Board is of the view that the equity attributable to owners of the Company per Share is not a meaningful reference as the equity attributable to owners of the Company as at 31 December 2025 was negative.

Highest and lowest Share prices

During the six-month period preceding the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK$0.250 on 15 June 2026 and the lowest closing price of the Shares as quoted on the Stock Exchange was HK$0.054 on 30 March 2026.

Irrevocable Undertaking not to accept the Offer

The IU Shareholder has given an Irrevocable Undertaking in favour of the Offeror, pursuant to which the IU Shareholder has undertaken not to:

(a) accept the Offer in respect of the IU Shares and any other Shares of which it may become the registered holder or beneficial owner or in which it may become so interested after the date of the Irrevocable Undertaking; and

(b) sell, transfer or otherwise dispose of any interest in any of the relevant Shares.

The Irrevocable Undertaking shall terminate if the Offer lapses or is withdrawn.

As at the date of this joint announcement, the IU Shareholder is interested in 4,500,000 Shares, representing approximately 1.13% of the total issued Shares.

Value of the Offer

There are 400,000,000 Shares in issue as at the date of this joint announcement. Based on the Offer Price of HK$0.14 per Offer Share, the entire issued share capital of the Company would be valued at HK$56,000,000.

Assuming no new Shares are issued on or before the Acquisition Completion Date, based on the Offer Price of HK$0.14 per Offer Share and 186,356,000 Offer Shares, the maximum consideration for the Offer would be HK$26,089,840.

Confirmation of financial resources

The maximum amount of cash payable by the Offeror in respect of the total consideration for the Acquisition and the consideration payable upon full acceptance of the Offer (excluding the Excluded Shares and the IU Shares) is approximately HK$21,833,280, assuming there is no change in the total issued Shares from the date of this joint announcement up to and including the close of the Offer. The Offeror intends to finance the total consideration payable under the Acquisition and the Offer with its internal resources.

Altus Capital Limited, as the financial adviser to the Offeror in respect of the Acquisition and the Offer, is satisfied that sufficient financial resources are available to the Offeror to satisfy the total consideration for the Acquisition (HK$28,006,160) and the maximum consideration payable upon full acceptance of the Offer (excluding the Excluded Shares and the IU Shares, approximately HK$21,833,280).

The Offer will only be made if the Acquisition Completion takes place and the Acquisition Completion is subject to the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Purchase Agreement which have been set out in the section headed "1. SHARE PURCHASE AGREEMENT — Conditions precedent to the Acquisition". Accordingly, the Acquisition Completion may or may not take place, and the Offer may or may not be made.

Effect of accepting the Offer

By accepting the Offer, the Shareholders will sell their Shares to the Offeror free from all encumbrances and together with all rights accruing or attaching to them, including, without limitation, the right to receive all dividends and distributions which may be recommended, declared, made or paid, if any, at any time on or after the date on which the Offer is made, being the date of posting of the Composite Document. Acceptance of the Offer will be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code.

Stamp duty

The seller's Hong Kong ad valorem stamp duty arising in connection with acceptance of the Offer will be payable by the relevant Offer Shareholders who accept the Offer at a rate of 0.10% of (i) the consideration payable by the Offeror in respect of the relevant acceptance of the Offer; or (ii) the market value of the Offer Shares, whichever is higher (rounded up to the nearest HK$1.00), and such stamp duty will be deducted from the cash amount payable by the Offeror to such Offer Shareholders on acceptance of the Offer.

The Offeror will arrange for payment of the seller's Hong Kong ad valorem stamp duty on behalf of the relevant Offer Shareholders that accept the Offer and will pay the buyer's Hong Kong ad valorem stamp duty in connection with the acceptance of the Offer and transfer of the Offer Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

Settlement

Settlement of the consideration for the Offer Shares will be made in cash as soon as possible but in any event no later than seven (7) Business Days after the date on which the duly completed acceptances of the Offer are received.

No fractions of a cent will be payable and the amount of cash consideration payable to a Shareholder who accepts the Offer will be rounded up to the nearest cent.

Overseas Shareholders

The making of the Offer to Offer Shareholders who are not resident in Hong Kong may be affected by the applicable laws and regulations of the relevant jurisdiction in which they reside. Offer Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements in their own jurisdictions and, where necessary, seek their own legal advice. It is the sole responsibility of the overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such accepting overseas Shareholders in respect of such jurisdictions).

Acceptance of the Offer by any Offer Shareholder will be deemed to constitute a representation and warranty from such Offer Shareholder to the Offeror that the local laws and requirements have been complied with and that the Offer can be accepted by such Offer Shareholder lawfully under the laws of the relevant jurisdiction. Offer Shareholders should consult their professional advisers if in doubt.

In the event that the despatch of the Composite Document to any overseas Shareholder is prohibited by any applicable laws and regulations or may only be effected upon compliance with conditions or requirements that are unduly burdensome, subject to the Executive's waiver, the Composite Document will not be despatched to such overseas Shareholders and this will not affect the overseas Shareholders' right to accept the Offer. In those circumstances, the Offeror will apply for such waivers as may be required pursuant to Note 3 to Rule 8 of the Takeovers Code at such time.

Taxation advice

The Offer Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, the Company, the Sellers, Altus Capital Limited and Gram Capital Limited and their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other person involved in the Offer accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

Dealings and interests in securities of the Company

As at the date of this joint announcement:

(a) save as disclosed in the section headed "SHAREHOLDING STRUCTURE OF THE COMPANY", none of the Offeror and the Offeror Concert Parties own or have control or direction over any voting rights or rights over the Shares or convertible securities, warrants, options in respect of the Shares;

(b) none of the Offeror and the Offeror Concert Parties have entered into any outstanding derivatives in respect of securities of the Company;

(c) save for the on-market purchases disclosed below and other than the Share Purchase Agreement and the Share Subscription Agreement, none of the Offeror and the Offeror Concert Parties have dealt for value in any Shares or any convertible securities, warrants, options or derivatives in respect of any Shares during the six months prior to the commencement of the Offer Period;

Name	Date of transactions	No. of Shares involved	Transaction price per Share *(HK$)*
Share Subscriber III	30 March 2026	600,000	0.06172
Mr. Chen Xi (the sole shareholder of Share Subscriber III)	30–31 March 2026	600,000	0.058–0.065
	7–8 May 2026	336,000	0.077–0.078
	11–14 May 2026	392,000	0.078–0.090

(d) save for the Share Purchase Agreement and the Share Subscription Agreement, there is no arrangement (whether by way of option, indemnity or otherwise) in relation to the Shares and which might be material to the Offer (as referred to in Note 8 to Rule 22 of the Takeovers Code);

(e) save for the Share Purchase Agreement and the Share Subscription Agreement, there is no agreement or arrangement to which the Offeror or any Offeror Concert Party is a party which relates to the circumstances in which it may or may not invoke or seek to invoke the condition to the Acquisition and/or the Offer;

(f) none of the Offeror and the Offeror Concert Parties have borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company (save for any borrowed Shares which has been either on-lent or sold);

(g) save as disclosed in the sections headed "1. SHARE PURCHASE AGREEMENT — Undertaking not to tender remaining Shares" and "2. POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER — Irrevocable Undertaking not to accept the Offer", none of the Offeror and the Offeror Concert Parties have received any irrevocable commitment to accept or reject the Offer;

(h) save for the consideration payable by the Offeror under the Share Purchase Agreement (i.e. HK$28,006,160), none of the Offeror and the Offeror Concert Parties have paid or will pay any other consideration, compensation or benefit in whatever form to the Sellers or any parties acting in concert with them in connection with the Sale Shares;

(i) other than the Share Purchase Agreement and the Share Subscription Agreement, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Sellers or any party acting in concert with them on one hand, and any of the Offeror and the Offeror Concert Parties on the other hand; and

(j) other than (i) the Share Purchase Agreement; (ii) the Share Subscription Agreement; (iii) the continuing connected transactions between the Group and companies controlled by Mr. Fong (including but not limited to members of the Fineland Group) in relation to (a) the provision of property management services and real estate agency services by the Group; and (b) the short-term leasing of office premises, storefronts or other properties by the Fineland Group (each of which is carried out in the ordinary and usual course of business of the Group and the Fineland Group on normal commercial terms or terms that are no less favourable than those available to/from other third party suppliers, customers or service providers, further details of which are set out in the Company's announcement dated 25 October 2023 and circular dated 23 November 2023); and (iv) the Irrevocable Undertaking, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between (I)(a) any of the Offeror and the Offeror Concert Parties; or (I)(b) the Company, its subsidiaries or associated companies; and (II) any Shareholder.

Reasons for and benefit of the Acquisition and the Offer

For the Company

As disclosed in the annual report of the Company for the year ended 31 December 2025, the Company is actively introducing new technologies and innovative solutions to enhance service efficiency, thereby creating greater value for its customers. The Acquisition and the Offer present the Group with an opportunity to enhance its smart service solutions by leveraging on Mr. Gong's background and expertise.

For instance, various cloud solutions could be applied to enhance the property management services of the Group to facilitate access control, surveillance systems, smart meters/sensors, etc across properties managed by the Group. In addition, the content delivery network (CDN) and cloud solutions could also be applied to strengthen the community value-added services offered by the Group such as community retail and community media, improving the experience of residents or occupants of properties managed by the Group. Technology in cloud security and multi-cloud management areas could also be applied to strengthen the data protection as property management companies such as the Group typically accumulate personal data (resident identities, payment records, access logs, etc) in daily operations.

For the Shareholders

The trading liquidity of the Shares has been at a relatively low level over an extended period of time. The average daily trading volume of the Shares for the 12 months up to and including the Last Trading Day was approximately 567,118 Shares per day, representing only approximately 0.14% of the total issued Shares as at the Last Trading Day.

The low trading liquidity of the Shares imposes difficulties for Shareholders to monetise their Shares through executing on market disposals (if at all possible) without affecting the prevailing Share price.

Intention of the Offeror in relation to the Group

In connection with the Acquisition and the Offer, the Offeror expects to review the Group and its assets, corporate structure, capitalisation, policies, management and personnel to consider and determine what changes, if any, would be appropriate or desirable following completion of the Acquisition and the Offer in order to best organise and optimise the activities of the Group, and may make any changes as it deems necessary or appropriate in the light of its review of the Group, including but not limited to any redeployment of fixed assets of the Group or operations, corporate structure, capitalisation, management or employment arrangements, as well as exploring opportunities for the Group to leverage on Mr. Gong's background and expertise to enhance the current offerings of the Group and develop new product and service offerings beyond the Group's current scope of business including but not limited to services relating to artificial intelligence and cloud related services. As at the date of this joint announcement, the Offeror does not have any plans to inject any major assets into the Group upon the Acquisition Completion.

As at the date of this joint announcement, the Board comprises seven Directors, being four executive Directors and three independent non-executive Directors. The Offeror intends to nominate new Director(s) to the Board and any such appointment will be made in compliance with the Takeovers Code and the Listing Rules. As at the date of this joint announcement, the Offeror has not decided on the candidate(s) to be nominated. Further announcement(s) will be made by the Company regarding changes in the Board composition as and when appropriate.

The Acquisition and the Offer, together with the Share Subscription, is a testament of the Offeror's determination to enhance and revive the operational and financial performance of the Group. As the Company has been facing mounting liquidity pressure, which is evidenced by its net current liabilities of approximately RMB61.425 million and gearing ratio of 98% as at 31 December 2025, the Offeror seeks to implement both the Acquisition (which will in turn trigger the Offer) and the Share Subscription to ensure the Company is in a position to address liquidity issues and improve its financial position before exploring opportunities to enhance the Group's service offerings and/or developing new product and service offerings beyond the Group's current scope of business.

Please note there is no assurance any synergy mentioned above or any possible development of new product or service offerings will result in immediate improvements to the operational performance of the Company. Further, any initiatives to be undertaken after the close of the Offer will entail implementation risks and may or may not lead to positive results for the Company.

Public float and maintenance of listing status of the Company

The Offeror intends to maintain the listing of the Shares on the Stock Exchange after the close of the Offer, and does not intend to avail itself of any powers of compulsory acquisition of any Shares outstanding after the close of the Offer.

The Stock Exchange has stated that:

(a) if, at the close of the Offer, the Stock Exchange believes that:

    (i) a false market exists or may exist in the trading of the Shares; or

(ii) an orderly market does not exist or may not exist;

it will consider exercising its discretion to suspend dealings in the Shares; and

(b) if, at the close of the Offer, the Company has a Significant Public Float Shortfall (as defined in Rule 13.32F of the Listing Rules), then:

(i) the Stock Exchange will add a designated marker to the stock name of the listed shares; and

(ii) the Stock Exchange will cancel the listing of Shares if the Company fails to re-comply with Rule 13.32B of the Listing Rules for a continuous period of 18 months from the commencement of the Significant Public Float Shortfall (as defined in Rule 13.32F of the Listing Rules).

The Offeror intends for the Company to remain listed on the Stock Exchange. The director of the Offeror and any new Director(s) to be appointed to the Board will jointly and severally undertake to the Stock Exchange that if, at the close of the Offer, the Company fails to comply with the requirements of Rule 13.32B of the Listing Rules, they will take appropriate steps to ensure the Company's compliance with Rule 13.32B of the Listing Rules at the earliest possible moment.

Financial information on the Company

Set out below is a summary of the audited consolidated financial information of the Company for the two financial years ended 31 December 2024 and 31 December 2025:

	For the year ended 31 December	
	2024	**2025**
	(RMB'000)	*(RMB'000)*
Revenue	369,101	350,756
Loss before income tax	89,332	54,980
Loss for the year	79,325	71,461

The audited consolidated net asset value of the Company as at 31 December 2025 was approximately RMB6.393 million. The negative equity attributable to owners of the Company as at 31 December 2025 was approximately RMB20.493 million.

DESPATCH OF THE COMPOSITE DOCUMENT

It is the intention of the Offeror and the Company to combine the offer document with the offeree board circular from the Company into the Composite Document. The Composite Document containing, among other things: (i) details of the Offer (including the expected timetable); (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer, together with the relevant form of acceptance and transfer, is required to be despatched to the Shareholders no later than 21 days after the date of this joint announcement or such later date as the Executive may approve. The Offeror will seek the Executive's consent for an extension of the latest date for the despatch of the Composite Document if it becomes clear the Composite Document will not be issued within 21 days of the date of this joint announcement.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

Disclosure of dealings

In accordance with Rule 3.8 of the Takeovers Code, the associates of the Company and the Offeror (as defined under the Takeovers Code, including persons owning or controlling 5% or more of any class of relevant securities issued by the Company) are reminded to disclose their dealings in the relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company under Rule 22 of the Takeovers Code.

In accordance with Rule 3.8 of the Takeovers Code, reproduced below is the full text of Note 11 to Rule 22 of the Takeovers Code:

"*Responsibilities of stockbrokers, banks and other intermediaries*

Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than $1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”

3. SHARE SUBSCRIPTION

On 27 July 2026 (after trading hours), the Company and the Share Subscribers (one of which is the Offeror) entered into the Share Subscription Agreement, pursuant to which the Company has conditionally agreed to issue and allot, and the Share Subscribers have conditionally agreed to subscribe for the Subscription Shares at the Share Subscription Price of HK$0.14 per Subscription Share for a maximum consideration of HK$51,800,000 in cash.

The principal terms of the Share Subscription Agreement are as follows.

Date

27 July 2026

Parties

(a) Issuer: the Company

(b) Subscriber: the Share Subscribers

  (i) the Offeror (i.e. the Share Subscriber I) for up to 247,600,000 Subscription Shares, representing 61.90% of the total issued Shares as at the date of this joint announcement

  (ii) the Share Subscriber II for up to 76,200,000 Subscription Shares, representing 19.05% of the total issued Shares as at the date of this joint announcement

  (iii) the Share Subscriber III for up to 46,200,000 Subscription Shares, representing 11.55% of the total issued Shares as at the date of this joint announcement

Subscription Shares

The maximum number of Subscription Shares (being 370,000,000 Shares) represents 92.50% of the total issued Shares as at the date of the Share Subscription Agreement and approximately 48.05% of the total issued Shares as enlarged by the allotment and issue of the maximum number of Subscription Shares (assuming there is no other change in the total issued Shares from the date of the Share Subscription Agreement to the Share Subscription Completion). The aggregate nominal value of the Subscription Shares (assuming maximum number of Subscription Shares issued) will be HK$3,700,000. Assuming (i) the Offeror does not receive any valid acceptance under the Offer; (ii) there is no other change in the number of Shares held by the Offeror and the Offeror Concert Parties except as a result of the Acquisition; and (iii) there is no other change in the number of total issued Shares, the Offeror and the Offeror Concert Parties will be interested in a total of 583,644,000 Shares, representing approximately 75.80% of the total issued Shares immediately after the Share Subscription Completion (assuming maximum number of Subscription Shares issued).

In the event the allotment and issue of the maximum number of Subscription Shares to any Share Subscriber will cause the public float of the Company to fall below 25%, the Company and the Share Subscribers will negotiate in good faith appropriate downward adjustment(s) to determine the final number of Subscription Shares to be allotted and issued to the relevant Share Subscriber such that the public float of the Company will not fall below 25% immediately after the Share Subscription Completion, provided the Offeror will hold no less than 55% of the total issued Shares as enlarged by the allotment and issue of the final number of Subscription Shares. For the avoidance of doubt, there will be no adjustment to the final number of Subscription Shares if the allotment and issue of the maximum number of Subscription Shares will not cause the public float of the Company to fall below 25% immediately after the Share Subscription Completion.

The Subscription Shares will be allotted and issued pursuant to the Share Specific Mandate to be sought from the Independent Shareholders at the EGM. The Subscription Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Shares in issue.

Share Subscription Price

The Share Subscription Price of HK$0.14 per Subscription Share, which is the same as the Offer Price, represents:

(a) a discount of approximately 39.13% to the closing price of HK$0.230 per Share as quoted on the Stock Exchange on the Last Trading Day;

(b) a discount of approximately 38.60% to the average closing price of approximately HK$0.228 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to and including the Last Trading Day;

(c) a discount of approximately 38.60% to the average closing price of approximately HK$0.228 per Share as quoted on the Stock Exchange for the last 10 consecutive trading days immediately prior to and including the Last Trading Day;

(d) a discount of approximately 32.04% to the average closing price of approximately HK$0.206 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days immediately prior to and including the Last Trading Day; and

(e) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) represented by a discount of approximately 18.70% to the theoretical diluted price (as defined under Rule 7.27B of the Listing Rules) of approximately HK$0.187 per Share, taking into account the higher of the closing price on the Last Trading Day of HK$0.230 per Share and the average closing price for the five consecutive trading days immediately prior to the date of the Share Subscription Agreement of approximately HK$0.228 per Share.

The Board is of the view that the equity attributable to owners of the Company per Share is not a meaningful reference as the equity attributable to owners of the Company as at 31 December 2025 was negative.

The Share Subscription Price was determined after arm's length negotiations between the Company and the Share Subscribers with reference to (i) the historical market prices of the Shares; (ii) the trading liquidity of the Shares; (iii) the Company's funding needs; and (iv) the reasons for and benefits of the Share Subscription as referred to in the section headed "3. SHARE SUBSCRIPTION — Reasons for and Benefits of the Share Subscription and Use of Proceeds" below.

Conditions precedent to the Share Subscription

Share Subscription Completion is conditional upon satisfaction or (if applicable) waiver of the following conditions:

(a) the approval of the grant of the Share Specific Mandate to the Directors for the issuance of up to 370,000,000 Subscription Shares by the Independent Shareholders in accordance with the requirements under the Listing Rules and the Takeovers Code (as applicable) at the EGM;

(b) with respect to the Special Deal,

    (i) the passing of an ordinary resolution by the Independent Shareholders at a general meeting of the Company to approve the Special Deal; and

    (ii) the Executive having granted consent under Rule 25 of the Takeovers Code in relation to the Special Deal, the conditions to such consent having been satisfied and such consent remaining in full force and effect;

(c) the close of the Offer having occurred in accordance with the Takeovers Code;

(d) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Subscription Shares and such approval not having been subsequently revoked or withdrawn;

(e) all necessary internal and external approvals (including any approval required by the PRC regulatory authorities in connection with the Share Subscription (if any)), authorisations, consents, filings and reports for the implementation or completion of the Share Subscription having been obtained or duly filed (as applicable) by the Company and such approvals and consents remaining in full force and effect;

(f) all necessary internal and external approvals (including any approval by the PRC regulatory authorities in connection with the Share Subscription (if any)), authorisations, consents, filings and reports for the implementation or completion of the Share Subscription having been obtained or duly filed (as applicable) by each Share Subscriber and such approvals and consents remaining in full force and effect;

(g) on the date of Share Subscription Completion:

    (i) the representations, warranties and undertakings of the Company set out in the Share Subscription Agreement being true, accurate and correct in all material respects and not misleading at, and as if made on, such date; and

    (ii) the Company having performed or satisfied all of its agreements, undertakings and obligations under the Share Subscription Agreement to be performed on or before such date in all material respects;

(h) on the date of Share Subscription Completion:

    (i) the representations, warranties and undertakings of each Share Subscriber set out in the Share Subscription Agreement being true, accurate and correct in all material respects and not misleading at, and as if made on, such date; and

(ii) each Share Subscriber having performed or satisfied all of its agreements, undertakings and obligations under the Share Subscription Agreement to be performed on or before such date in all material respects.

The conditions set out in sub-paragraphs (a) to (d) may not be waived by the Company or the Share Subscribers. The conditions set out in sub-paragraphs (e) and (g) may be waived by the Share Subscribers (acting unanimously), whereas the conditions set out in sub-paragraphs (f) and (h) may be waived by the Company, in each case only to the extent that any such waiver would not render the Share Subscription, or the implementation thereof in accordance with its terms, illegal. As at the date of this joint announcement, in respect of the conditions in sub-paragraphs (e) and (f), the Company and the Share Subscribers respectively are not aware of approvals, authorisations, consents, filings and reports for the implementation or completion of the Share Subscription.

As at the date of this joint announcement, none of the conditions precedent have been fulfilled or waived.

If any of the above conditions precedent is not satisfied or waived (as applicable) on or before the Share Subscription Long Stop Date, either the Company or the Share Subscribers (acting unanimously) may terminate the Share Subscription Agreement or effect Share Subscription Completion as far as practicable.

Termination of the Share Subscription Agreement

If at any time prior to Share Subscription Completion:

(a) the Company is in material breach of its obligations under the Share Subscription Agreement;

(b) the Company is in breach of any representation, warranties or undertakings given by it in the Share Subscription Agreement in any material respect;

(c) the allotment of the maximum number of Subscription Shares to the Share Subscribers will cause the Company to be in breach of the public float requirement under the Listing Rules and the Company and the Share Subscribers fail to agree on adjustment(s) to the number of final Subscription Shares in accordance with the Share Subscription Agreement;

(d) there shall develop, occur, exist or come into effect a suspension of dealings in any of the Shares or listing of any of the Shares on the Stock Exchange (save for any temporary suspension in connection with the Share Purchase Agreement, the Offer or the Share Subscription Agreement);

(e) a statute, rule, regulation, order, decree, ruling or injunction has been enacted, entered, promulgated, endorsed, threatened or is pending by or before any governmental entity or regulatory authority which in any material respect restricts, prohibits or threatens to restrict or prohibit the consummation of any of the transactions contemplated by the Share Subscription Agreement;

(f) there is any change which gives rise to a condition, a development or a circumstance which, individually or in aggregate, would:

    (i) have a material adverse effect on the condition (financial or otherwise), prospects, results of operations, general affairs or assets of the Company and members of the Group taken as a whole; or

    (ii) have a material adverse effect on the ability of the Company to perform any of its obligations under the Share Subscription Agreement; or

(g) there shall have occurred any of the following:

    (i) a suspension or material limitation in trading in securities generally on the Stock Exchange; or

    (ii) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authorities, or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong,

the Share Subscribers shall be entitled (but not bound) by unanimous written notice to the Company to elect to treat such event, breach or failure as terminating the Share Subscription Agreement notwithstanding any other provisions of the Share Subscription Agreement.

The Company shall be entitled (but not bound) by written notice to the Share Subscribers to elect to treat an event, breach or failure as terminating the Share Subscription Agreement if at any time prior to Share Subscription Completion: (i) any Share Subscriber is in material breach of its obligations under the Share Subscription Agreement; (ii) any Share Subscriber is in breach of any representation, warranties or undertakings given by it in the Share Subscription Agreement in any material respect; or (iii) the allotment of the maximum number of Subscription Shares to the Share Subscribers will cause the Company to be in breach of the public float requirement under the Listing Rules and the Company and the Share Subscribers fail to agree on adjustment(s) to the number of final Subscription Shares in accordance with the Share Subscription Agreement.

Upon notice being given by the Share Subscribers or the Company for the termination of the Share Subscription Agreement, the Share Subscription Agreement shall terminate and no party to the Share Subscription Agreement shall be under any liability to any other in respect of the Share Subscription Agreement, except that termination does not affect any party's accrued rights and obligations at the date of termination.

Share Subscription Completion

Share Subscription Completion shall take place within five Business Days (or such other date as agreed to in writing between the Company and the Share Subscribers) upon the satisfaction or waiver (as the case may be) of the conditions under the Share Subscription Agreement (other than the conditions set out in sub-paragraphs (g) and (h) the satisfaction or waiver of which shall take place on the date of Share Subscription Completion), upon which the Company shall issue and allot the Subscription Shares to the Share Subscribers and the Share Subscribers shall pay to the Company the aggregate Share Subscription Price.

Completion of the subscription of all Subscription Shares shall occur simultaneously.

Reasons for and benefits of the Share Subscription and use of proceeds

The gross proceeds from the Share Subscription will be HK$51,800,000 (assuming maximum number of Subscription Shares issued). Assuming full subscription, the net proceeds (after deducting relevant costs and expenses) from the Share Subscription will be approximately HK$49,500,000 and the net Share Subscription Price will be approximately HK$0.13 per Share. As disclosed in this joint announcement, the Company faces mounting liquidity pressure and its current liabilities exceeded its current assets by approximately RMB61.425 million as at 31 December 2025. The net proceeds from the Share Subscription will be primarily used to repay the Group's outstanding liabilities (owed to third parties which are not Shareholders) and supplement the Group's general liquidity, with a view to reducing the Group's financing costs and improving its gearing ratio and overall financial position. In the event the number of Subscription Shares to be allotted and issued to the Share Subscriber I is adjusted due to insufficient public float, the Share Subscriber I will discuss with the Company alternative way(s) to provide financing to the Group (including but not limited to unsecured shareholder's loan(s)) for an amount up to the product of (i) the Share Subscription Price and (ii) the difference between 247,600,000 (being the maximum number of Subscription Shares for the Share Subscriber I) and the actual number of Subscription Shares allotted and issued to the Share Subscriber I.

Prior to entering into the Share Subscription Agreement, the Board has considered fund-raising alternatives such as placing of new Shares to independent third parties and external debt financing. Having considered, among other things, the low trading liquidity of the Shares, the net loss recorded by the Company in recent financial years, the net current liability and negative equity (attributable to owners) positions of the Company as at 31 December 2025, the Board is of the view that the Company would not be able to secure external equity or debt financing on favourable terms in a timely fashion, and that any additional external debt financing arrangement will create additional interest burden and increase the gearing ratio of the Group.

In the light of the above, the Directors (excluding members of the Independent Board Committee whose views will be stated in the circular after considering the advice of the Independent Financial Adviser) consider that the terms and conditions of the Share Subscription Agreement (including the Share Subscription Price) are fair and reasonable, on normal commercial terms, and in the interests of the Company and the Shareholders as a whole.

Fund-raising activities of the Company during the past twelve months

The Company had not conducted any fund-raising activities involving the issuance of equity securities in the 12 months immediately preceding the date of this joint announcement.

Application for listing

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares.

Information on the Share Subscribers

For further information on the Share Subscriber I, please refer to the section headed "1. SHARE PURCHASE AGREEMENT — Information on the Offeror".

The Share Subscriber II is YSTEM Overseas Limited, a company incorporated in the British Virgin Islands with limited liability, whose principal business is investment holding. As at the date of this joint announcement, the Share Subscriber II is wholly and beneficially owned by Mr. Deng Han. Mr. Deng Han has 16 years of strategic advisory and private equity experience.

The Share Subscriber III is Beaming Light Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, whose principal business is investment holding. As at the date of this joint announcement, the Share Subscriber III is interested in a total of 11,596,000 Shares and is directly and wholly owned by Mr.

Chen Xi as the beneficial owner. Mr. Chen Xi is an employee of a member of the Fineland Group and also a director of certain members of the Fineland Group (not being members of the Group or the Mansion Green Holding Companies). The Fineland Group comprises Fineland Group Holdings and its subsidiaries and associates (for the avoidance of doubt, excluding the Group) and Fineland Group Holdings is indirectly and wholly owned by Mr. Fong as the ultimate beneficial owner.

The Share Subscriber II and the Share Subscriber III and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Listing Rules implications

As disclosed in this joint announcement, each of the Sellers is a connected person of the Company which is either controlled by or acting in concert with certain Directors, and the Acquisition Completion is conditional upon, among other things, the Share Subscription having been approved by the Independent Shareholders at the EGM. On the other hand, the Share Subscription is a transaction between the Company and, among others, the Offeror (i.e. the Share Subscriber I), with respect to which the Offeror has reached an understanding with the Sellers under the Share Purchase Agreement. Accordingly, the Offeror is deemed to be a connected person of the Company pursuant to Rule 14A.20 of the Listing Rules and the Share Subscription is a connected transaction of the Company which is subject to announcement, reporting and the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As (i) Mr. Fong and Ms. Tse are the ultimate beneficial owners of Mansion Green and Aspiring Vision, respectively; and (ii) Mr. Han is a director of each of the Mansion Green Holding Companies (other than Fineland Group Holdings) and accordingly presumed to be acting in concert with Mansion Green by virtue of class (2) of the definition of acting in concert, each of them abstained from voting on the Board resolutions in relation to the Share Subscription.

As at the date of this joint announcement, the following Shareholders will be required to abstain from voting on the resolution(s) on the Share Subscription Agreement and transactions contemplated thereunder at the EGM:

(a) each of the Sellers, their respective ultimate beneficial owners and associates (i.e. Ms. Zheng Hui), which are interested in a total of 225,948,000 Shares (representing approximately 56.49% of the total issued Shares);

(b) the IU Shareholder, a Shareholder presumed to be acting in concert with Mansion Green by virtue of class (2) of the definition of acting in concert, which is interested in a total of 4,500,000 Shares (representing approximately 1.13% of the total issued Shares); and

(c) the Share Subscriber III and its associate (i.e. Tiffany Orient Holdings Limited, a company directly and wholly owned by Ms. Xie Dan, the spouse of Mr. Chen Xi), which are interested in a total of 13,600,000 Shares (representing 3.40% of the total issued Shares as at the date of this joint announcement).

Save as disclosed above, no Shareholder is required to abstain from voting on the resolution(s) on the Share Subscription Agreement and transactions contemplated thereunder at the EGM.

Takeovers Code implications of the Special Deal

As the Share Subscription is a special arrangement available to the Share Subscriber III (which is interested in approximately 2.90% of the total issued Shares as at the date of this joint announcement) only and not offered to all Shareholders, the Share Subscription constitutes a special deal and requires the consent of the Executive under Rule 25 of the Takeovers Code.

The Offeror will make an application to the Executive for consent in relation to the Special Deal as soon as reasonably practicable after the date of this joint announcement. The Executive's consent, if granted, will normally be conditional upon the Independent Financial Adviser confirming to the Independent Board Committee that the terms of the Special Deal are fair and reasonable, and the passing of an ordinary resolution by the Independent Shareholders at a general meeting of the Company to approve the Special Deal.

4. WARRANT SUBSCRIPTION

On 27 July 2026 (after trading hours), in consideration of the Warrant Subscriber's contribution and involvement as a consultant and facilitator in negotiations which have culminated in the Share Subscription (which will provide new capital to the Company), the Company and the Warrant Subscriber entered into the Warrant Subscription Agreement, pursuant to which the Company has conditionally agreed to issue, and the Warrant Subscriber has conditionally agreed to subscribe for 77,000,000 Warrants.

The principal terms of the Warrant Subscription Agreement are as follows.

Date

27 July 2026

Parties

(a) Issuer: the Company

(b) Subscriber: the Warrant Subscriber

The Warrant Subscriber and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons.

Warrants and Warrant Shares

Pursuant to the Warrant Subscription Agreement, the Warrant Subscriber has conditionally agreed to subscribe for 77,000,000 Warrants, which are exercisable up to 77,000,000 Warrant Shares (representing 9.09% of the total issued Shares as enlarged by the allotment and issue of the Subscription Shares (assuming maximum number of Subscription Shares issued) and the issue of all Warrant Shares) at the Exercise Price (subject to adjustment), at the option of the Warrant Subscriber at any time during the Exercise Period. No cash consideration is payable for the issuance of the Warrants.

The Warrants will be issued in registered form and constituted by way of deed poll to be executed by the Company. The Warrants will rank *pari passu* in all respects among themselves.

Exercise Price

The Exercise Price of HK$0.50 per Warrant Share represents:

(a) a premium of approximately 117.39% over the closing price of HK$0.230 per Share as quoted on the Stock Exchange on the Last Trading Day;

(b) a premium of approximately 119.30% over the average closing price of approximately HK$0.228 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to and including the Last Trading Day;

(c) a premium of approximately 119.30% over the average closing price of approximately HK$0.228 per Share as quoted on the Stock Exchange for the last 10 consecutive trading days immediately prior to and including the Last Trading Day; and

(d) a premium of approximately 142.72% over the average closing price of approximately HK$0.206 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days immediately prior to and including the Last Trading Day.

The Board is of the view that the equity attributable to owners of the Company per Share is not a meaningful reference as the equity attributable to owners of the Company as at 31 December 2025 was negative.

The Exercise Price has been determined based on arm's length negotiations between the Company and the Warrant Subscriber with reference to (i) the current market sentiment with regard to the property management industry; (ii) liquidity flow in the capital market; and (iii) the prevailing market price of the Shares before entering into the Warrant Subscription Agreement. The Directors consider the Exercise Price to be fair and reasonable based on the then market conditions and is in the interests of the Company and the Shareholders as a whole.

Conditions precedent of the Warrant Subscription

Warrant Subscription Completion is conditional upon satisfaction or (if applicable) waiver of the following conditions:

(a) the approval of the Warrant Subscription Agreement and transactions contemplated thereunder at the EGM;

(b) the Stock Exchange having approved the Warrants prior to the issue or grant and the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Warrant Shares and such approval(s) not having been subsequently revoked or withdrawn and remaining valid and effective, and evidence of such approval(s) having been provided to the Warrant Subscriber;

(c) all necessary internal and external approvals (including those required by the PRC regulatory authorities in connection with the Warrant Subscription (if any)), authorisations, consents, filings and reports for the implementation or completion of the Warrant Subscription having been obtained or duly filed (as applicable) by the Company and such approvals and consents remaining in full force and effect;

(d) all necessary internal and external approvals (including those required by the PRC regulatory authorities in connection with the Warrant Subscription (if any)), authorisations, consents, filings and reports for the implementation or completion of the Warrant Subscription having been obtained or duly filed (as applicable) by the Warrant Subscriber and such approvals and consents remaining in full force and effect;

(e) on the date of the Warrant Subscription Completion,

  (i) the representations, warranties and undertakings of the Company set out in the Warrant Subscription Agreement being true, accurate and correct in all material respects and not misleading at, and as if made on, such date; and

  (ii) the Company having performed or satisfied all of its agreements, undertakings and obligations under the Warrant Subscription Agreement to be performed on or before such date in all material respects;

(f) on the date of the Warrant Subscription Completion,

  (i) the representations, warranties and undertakings of the Warrant Subscriber set out in the Warrant Subscription Agreement being true, accurate and correct in all material respects and not misleading at, and as if made on, such date; and

  (ii) the Warrant Subscriber having performed or satisfied all of its agreements, undertakings and obligations under the Warrant Subscription Agreement to be performed on or before such date in all material respects; and

(g) Share Subscription Completion having taken place.

The Warrant Subscriber may waive compliance with the whole or any part of the conditions set out in sub-paragraphs (c) and (e). The Company may waive compliance with the whole or any part of the conditions set out in sub-paragraphs (d) and (f). Neither the Company nor the Warrant Subscriber may waive compliance with the conditions set out in sub-paragraphs (a), (b) and (g). As at the date of this joint announcement, in respect of the conditions in sub-paragraphs (c) and (d), the Company is not aware of approvals, authorisations, consents, filings and reports for the implementation or completion of the Warrant Subscription.

As at the date of this joint announcement, none of the conditions precedent have been fulfilled or waived.

If any of the above conditions precedent is not satisfied or waived (as applicable) on or before the Warrant Subscription Long Stop Date, either the Company or the Warrant Subscriber may terminate the Warrant Subscription Agreement.

Termination of the Warrant Subscription Agreement

If at any time prior to the Warrant Subscription Completion:

(a) the Company is in material breach of its obligations under the Warrant Subscription Agreement;

(b) the Company is in breach of any representation, warranties or undertakings given by it in the Warrant Subscription Agreement in any material respect;

(c) there shall develop, occur, exist or come into effect a suspension of dealings in any of the Shares or listing of any of the Shares on the Stock Exchange (save for any temporary suspension in connection with the Share Purchase Agreement, the Offer or the Share Subscription Agreement);

(d) a statute, rule, regulation, order, decree, ruling or injunction has been enacted, entered, promulgated, endorsed, threatened or is pending by or before any governmental entity or regulatory authority which in any material respect restricts, prohibits or threatens to restrict or prohibit the consummation of any of the transactions contemplated by the Warrant Subscription Agreement;

(e) there is any change which gives rise to a condition, a development or a circumstance which, individually or in aggregate, would:

    (i) have a material adverse effect on the condition (financial or otherwise), prospects, results of operations, general affairs or assets of the Company and members of the Group taken as a whole; or

    (ii) adversely affect the ability of the Company to perform any of its obligations under the Warrant Subscription Agreement; or

(f) there shall have occurred any of the following:

    (i) a suspension or material limitation in trading in securities generally on the Stock Exchange; or

    (ii) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authorities, or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong, then the Warrant Subscriber shall be entitled (but not bound) by written notice to the Company to elect to treat such event, breach or failure as terminating the Warrant Subscription Agreement notwithstanding any other provisions of the Warrant Subscription Agreement.

The Company shall be entitled (but not bound) by written notice to the Warrant Subscriber to elect to treat an event, breach or failure as terminating the Warrant Subscription Agreement if at any time prior to Warrant Subscription Completion (i) the Warrant Subscriber is in material breach of its obligations under the Warrant Subscription Agreement; or (ii) the Warrant Subscriber is in breach of any representation, warranties or undertakings given by it in the Warrant Subscription Agreement in any material respect.

Upon notice being given by the Warrant Subscriber or the Company for the termination of the Warrant Subscription Agreement, the Warrant Subscription Agreement shall terminate and be of no further effect and no party to the Warrant Subscription Agreement shall be under any liability to any other in respect of the Warrant Subscription Agreement, except that termination does not affect any party's accrued rights and obligations at the date of termination.

Warrant Subscription Completion

Subject to the satisfaction or waiver of the conditions under the Warrant Subscription Agreement, Warrant Subscription Completion shall take place on the date which is five Business Days (or such other date as agreed to in writing between the Company and the Warrant Subscriber) upon the satisfaction or waiver (as the case may be) of the conditions under the Warrant Subscription Agreement (other than the conditions set out in sub-paragraphs (e) and (f) the satisfaction or waiver of which shall take place on the date of Warrant Subscription Completion), provided that any such waiver would not render the Warrant Subscription, or the implementation thereof in accordance with its terms, illegal, upon which the Company shall issue the Warrants to the Warrant Subscriber.

Exercise Rights

Subject to and upon compliance with the conditions of the Warrants, the Exercise Rights attached to the Warrants may be exercised, at the option of the holder of the Warrant, at any time during the Exercise Period. Any Warrants which have not been validly exercised on or before the expiry of the Exercise Period will lapse and cease to be valid for any purpose. The Company is not obliged to issue Shares in satisfaction of the Exercise Right if to do so would cause the public float of the Company to fall short of 25%.

Each Warrant carries the right to subscribe for one Warrant Share at a price per Share equal to the Exercise Price.

The 77,000,000 Warrant Shares represent 19.25% of the total issued Shares as at the date of this joint announcement and approximately 9.09% of the total issued Shares as enlarged by the allotment and issue of the Subscription Shares (assuming maximum number of Subscription Shares issued) and the issue of all Warrant Shares upon full exercise of the Warrants (assuming there will be no other change in the number of total issued Shares from the date of the Warrant Subscription Agreement to the date of full exercise of the Exercise Rights). The aggregate nominal value of the 77,000,000 Warrant Shares will be HK$770,000.

The number of Warrant Shares is determined after having considered, among other things, (i) the expected shareholding structure of the Company immediately after the Share Subscription Completion (assuming maximum number of Subscription Shares issued); (ii) the public float requirement under the Listing Rules; (iii) the objective of maximising equity fundraising proceeds; and (iv) requirements applicable to warrants under Chapter 15 of the Listing Rules.

The Warrant Shares will be allotted and issued pursuant to the Warrant Specific Mandate to be sought from the Shareholders at the EGM. The Warrant Shares, when allotted and issued, shall rank *pari passu* in all respects among themselves and with the Shares in issue and in particular will have the right to receive all dividends or other distributions thereafter declared, paid or made on such Shares with reference to the relevant date on which the holder of the Warrant Shares is registered as such in the register of members of the Company.

Transferability

Subject to the terms and conditions of the Warrants, the Warrants or interests in such Warrants are transferable, in whole or in part. There are no restrictions on transferees and there is no minimum holding period before any transfer of Warrants.

The Company will comply with the applicable requirements of Chapter 14A of the Listing Rules to the extent future issuances of Warrant Shares constitute connected transactions of the Company.

Adjustments to the Exercise Price

The Exercise Price is subject to adjustments if any of the following occurs, with effect from the date of the relevant event or, if earlier, the record date for the event:

(a) consolidation, subdivision, redesignation or reclassification of Shares;

(b) capitalisation of profits or reserves;

(c) capital distributions;

(d) rights issues of Shares or options over Shares at a price of less than 95% of the then current market price per Share;

(e) rights issues of other securities;

(f) issues at a price of less than 95% of the then current market price per Share;

(g) other issues at a price of less than 95% of the then current market price per Share;

(h) modification of rights of conversion, exchange or subscription resulting in a conversion, exchange or subscription price of less than 95% of the then current market price per Share;

(i) other offers to Shareholders; or

(j) other events that give rise to an adjustment pursuant to the terms and conditions of the Warrants.

For the avoidance of doubt, the issuance of Warrants is conditional upon, among other things, the Share Subscription Completion having taken place and accordingly the Share Subscription will not result in any adjustment to the Exercise Price.

Voting and other rights for the holders of the Warrants

The holders of the Warrants will not have any right to vote or to receive dividends or to consent or to receive notice as Shareholders in respect of any meeting of Shareholders (or any rights whatsoever as Shareholders).

Rights of the holders of the Warrants on the liquidation of the Company

If the Company is wound up at any time during the Exercise Period, all Exercise Rights which have not been exercised prior to the commencement of the winding-up will lapse.

Reasons for and benefits of the Warrant Subscription and use of proceeds

The Warrant Subscriber is Mattar Hill Development X Limited, a company incorporated in the British Virgin Islands with limited liability which is principally engaged in investment holding. The Warrant Subscriber is wholly owned by a fund managed under PAG. As at the date of this joint announcement, neither the Warrant Subscriber nor members of the PAG group hold any Shares.

PAG is a leading Asia-Pacific-focused alternative investment firm with three core businesses: Real Assets, Credit & Markets and Private Equity. As at the date of this joint announcement, PAG manages over US$55 billion in assets on behalf of more than 300 global institutional investors and the firm has over 800 staff across 15 key offices globally.

The Warrant Subscriber has played a role as a consultant and facilitator in negotiations which have culminated in the Share Subscription, which will lay the cornerstone for the future development of the Group. The Share Subscription, coupled with the Acquisition, is key to replenishing the financial resources of the Company in order to alleviate its mounting liquidity pressure and making available new resources (including but not limited to the background and expertise of Mr. Gong) to facilitate the revival of the operational and financial performance of the Group.

Considering the financial position of the Company and the proposed use of proceeds raised from the Share Subscription, the Board considers that it would not be in the interests of the Company and the Shareholders if the financial resources of the Company and/or proceeds from the Share Subscription is paid to the Warrant Subscriber as consultancy fee since cash payment would reduce the already limited liquid financial resources available to the Company. As opposed to a one-off payment of fees, the Warrant Subscription allows the Warrant Subscriber to share in the future upside potential in respect of the Shares, which would better align the interest of the Warrant Subscriber with that of the Shareholders and incentivise the Warrant Subscriber to provide strategic support to the Company as the Company may require from time to time. In addition, as the 77,000,000 Warrant Shares would represent approximately 9.09% of the total issued Shares as enlarged by the allotment and issue of the Subscription Shares (assuming maximum number of Subscription Shares issued) and the issue of all Warrant Shares, the Warrant Subscription also represents an opportunity for the Company to onboard the Warrant Subscriber as a potential strategic investor, which may enhance the shareholder profile of the Company.

In addition, the Warrant Subscription would allow the Company to raise additional funds to improve its financial position and broaden its shareholder base, noting that the Warrant Subscription does not have any immediate dilution effect on the shareholding of the existing Shareholders and the Warrants are not interest-bearing (contrasted with external debt financing).

Assuming the Exercise Rights are exercised in full at the initial Exercise Price, the Company will raise gross proceeds of approximately HK$38,500,000 and the net proceeds (after deducting relevant costs and expenses) of approximately HK$36,800,000 and the net Exercise Price will be approximately HK$0.48 per Warrant

Share. Such net proceeds will be primarily used to repay the Group's outstanding liabilities (owed to third parties which are not Shareholders) and supplement the Group's general liquidity, with a view to reducing the Group's financing costs and improving its gearing ratio and overall financial position.

Application for listing

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Warrant Shares.

No listing of the Warrants will be sought on the Stock Exchange or any other stock exchanges.

Listing Rules implications

Pursuant to Rule 13.36(7) of the Listing Rules, the Company may not issue warrants to subscribe for (i) any new Shares or (ii) any securities convertible into new Shares, for cash consideration pursuant to a general mandate given under Rule 13.36(2)(b) of the Listing Rules. Accordingly, the issue of the Warrants and the Warrant Shares (to be issued upon exercise of the Warrants) are subject to the approval of the Shareholders and will be allotted and issued pursuant to the Warrant Specific Mandate to be sought at the EGM.

Pursuant to Rule 15.02(1) of the Listing Rules, the Warrant Shares to be issued upon exercise of the Warrants must not, when aggregated with all other equity securities which remain to be issued on exercise of any other subscription rights, if all such rights were immediately exercised, whether or not such exercise is permissible, exceed 20% of the total number of issued shares of the Company at the time the Warrants are issued. Options granted under employee or executive share schemes which comply with Chapter 17 of the Listing Rules are excluded for the purpose of such limit. As at the date of this joint announcement, the Company has no outstanding securities with subscription rights.

Although the Warrant Subscription Completion is conditional upon, among other things, the Share Subscription Completion having taken place, the Share Subscription is not in turn conditional upon approval of the Warrant Subscription at the EGM. It follows the Acquisition Completion and the Share Subscription Completion will occur upon satisfaction or waiver of the respective conditions precedent under the Share Purchase Agreement and the Share Subscription Agreement, regardless of whether the Warrant Subscription proceeds or not. Given the Warrant Subscription Completion has no bearing on the Acquisition Completion and/or the Share Subscription Completion, no Shareholder is considered to be materially interested in the Warrant Subscription and accordingly no Shareholder is required to abstain from voting on the resolution(s) on the Warrant Subscription Agreement and transactions contemplated thereunder at the EGM.

In the spirit of good corporate governance practice, each of Mr. Fong, Ms. Tse and Mr. Han abstained from voting on the Board resolutions in relation to the Warrant Subscription, and it is intended the Shareholders who are required to abstain from voting on the Share Subscription (please refer to the section headed "3. SHARE SUBSCRIPTION — Listing Rules implication") will also abstain from voting on the resolution(s) on the Warrant Subscription Agreement and transactions contemplated thereunder at the EGM.

ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER

Pursuant to Rule 2.8 of the Takeovers Code and the Listing Rules respectively, the Independent Board Committee comprising Mr. Tian Qiusheng, Mr. Leung Wai Hung and Mr. Du Chenhua (comprising all independent non-executive Directors) has been formed to (i) make a recommendation to the Offer Shareholders as to whether the Offer is fair and reasonable and as to the acceptance of the Offer; and (ii) advise the Independent Shareholders on the Share Subscription and the Special Deal.

Gram Capital Limited, the Independent Financial Adviser, has been appointed by the Company for the purposes of advising the Independent Board Committee and the Independent Shareholders in relation to, among other things, (i) the Offer; and (ii) the Share Subscription and the Special Deal. The appointment of the Independent Financial Adviser has been approved by the Independent Board Committee.

DESPATCH OF CIRCULAR

The EGM will be convened to consider and, if thought fit, pass the requisite resolutions to approve, among other things: (i) the Share Subscription Agreement and transactions contemplated thereunder; and (ii) the Warrant Subscription Agreement and transactions contemplated thereunder.

A circular containing, among other things, (i) details of the Share Subscription; (ii) details of the Warrant Subscription; (iii) a letter of advice from the Independent Board Committee; (iv) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders on the Share Subscription; and (v) a notice of EGM together with the form of proxy, is expected to be despatched to Shareholders on or around 17 August 2026 as additional time is needed to prepare the information to be included in the circular.

SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this joint announcement, the Company has 400,000,000 Shares in issue.

Set out below is the shareholding structure of the Company (i) as at the date of this joint announcement; (ii) immediately after the Acquisition Completion but before the Offer; (iii) immediately after the Share Subscription Completion (assuming maximum number of Subscription Shares issued), assuming the Offeror not having received any valid acceptance under the Offer; and (iv) immediately after exercise of the Warrants (in full), assuming the Offeror not having received any valid acceptance under the Offer and maximum number of Subscription Shares issued, in each case further assuming there is no other change in the number of total issued Shares from the date of this joint announcement to the occurrence of the relevant event.

	(i) As at the date of this joint announcement		**(ii) Immediately after the Acquisition Completion but before the Offer**		**(iii) Immediately after the Share Subscription Completion (assuming maximum number of Subscription Shares issued), assuming the Offeror not having received any valid acceptance under the Offer**		**(iv) Immediately after exercise of the Warrants (in full), assuming the Offeror not having received any valid acceptance under the Offer and maximum number of Subscription Shares issued**	
	Shares	*%*	*Shares*	*%*	*Shares*	*%*	*Shares*	*%*
Offeror and Offeror Concert Parties								
The Offeror	—	—	200,044,000	50.01	447,644,000	58.14	447,644,000	52.85
Share Subscriber II	—	—	—	—	76,200,000	9.90	76,200,000	9.00
Mr. Chen Xi (including Shares held directly by Mr. Chen Xi and indirectly through Share Subscriber III)	11,596,000	2.90	11,596,000	2.90	57,796,000	7.51	57,796,000	6.82
Ms. Xie Dan (held through Tiffany Orient Holdings Limited) [1]	2,004,000	0.50	2,004,000	0.50	2,004,000	0.26	2,004,000	0.24
Subtotal of Offeror and Offeror Concert Parties	13,600,000	3.40	213,644,000	53.41	583,644,000	75.80	583,644,000	68.91

	(i) As at the date of this joint announcement		(ii) Immediately after the Acquisition Completion but before the Offer		(iii) Immediately after the Share Subscription Completion (assuming maximum number of Subscription Shares issued), assuming the Offeror not having received any valid acceptance under the Offer		(iv) Immediately after exercise of the Warrants (in full), assuming the Offeror not having received any valid acceptance under the Offer and maximum number of Subscription Shares issued	
	Shares	*%*	*Shares*	*%*	*Shares*	*%*	*Shares*	*%*
Sellers and parties acting in concert with them								
Mr. Fong (held through Mansion Green) [2, 3, 6]	97,200,000	24.30	–	–	–	–	–	–
Ms. Tse (held through Aspiring Vision) [2, 4, 6]	64,800,000	16.20	12,952,000	3.24	12,952,000	1.68	12,952,000	1.53
Huiyu Investment [5, 6]	60,000,000	15.00	9,004,000	2.25	9,004,000	1.17	9,004,000	1.06
Mr. Huang and Ms. Zheng Hui [5, 6]	64,000	0.02	64,000	0.02	64,000	0.01	64,000	0.01
Ms. Zheng Hui	3,884,000	0.97	3,884,000	0.97	3,884,000	0.50	3,884,000	0.46
Subtotal of Sellers and parties acting in concert with them	225,948,000	56.49	25,904,000	6.48	25,904,000	3.36	25,904,000	3.06
Mr. Han (held through the IU Shareholder) [2, 7]	4,500,000	1.13	4,500,000	1.13	4,500,000	0.58	4,500,000	0.53
Other Offer Shareholders	155,952,000	38.99	155,952,000	38.99	155,952,000	20.25	155,952,000	18.41
The Warrant Subscriber	–	–	–	–	–	–	77,000,000	9.09
Total	400,000,000	100.00	400,000,000	100.00	770,000,000	100.00	847,000,000	100.00

Notes:

1. 2,004,000 Shares are held by Tiffany Orient Holdings Limited, which is directly and wholly owned by Ms. Xie Dan as the ultimate beneficial owner, the spouse of Mr. Chen Xi, the sole shareholder of the Share Subscriber III.

2. Each of Mr. Fong, Ms. Tse and Mr. Han is a Director.

3. 97,200,000 Shares are held by Mansion Green, which is indirectly and wholly owned by Mr. Fong as the ultimate beneficial owner through the Mansion Green Holding Companies.

4. 64,800,000 Shares are held by Aspiring Vision, which is directly and wholly owned by Ms. Tse as the beneficial owner.

5. 60,000,000 Shares are held by Huiyu Investment, which is directly and wholly owned by Mr. Huang as the beneficial owner. Mr. Huang and Ms. Zheng Hui jointly hold an additional 64,000 Shares.

6. On 24 January 2024, Mr. Fong, Ms. Tse and Mr. Huang entered into a deed of concert parties to formalise their relationship as parties acting in concert in respect of the Company.

7. 4,500,000 Shares are held by the IU Shareholder, which is directly and wholly owned by Mr. Han as the beneficial owner.

8. All percentages in the above table are approximations and subject to rounding.

RESUMPTION OF TRADING

Trading in the Shares on the Stock Exchange has been halted from 9:00 a.m. on 8 July 2026 pending the release of this joint announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading of Shares with effect from 9:00 a.m. on 28 July 2026.

WARNING

Following publication of this joint announcement, the Company will convene the EGM and seek approval of the Share Subscription Agreement, the Special Deal and the Warrant Subscription from the relevant Shareholders. Acquisition Completion will only take place after the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Purchase Agreement. After Acquisition Completion, the Composite Document will be despatched in accordance with the Takeovers Code and the Offer will be open for acceptances by the Offer Shareholders. After the close of the Offer, and subject to the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Subscription Agreement and the Warrant Subscription Agreement, the Share Subscription Completion will take place, followed by the Warrant Subscription Completion.

The Offer will only be made if the Acquisition Completion takes place and the Acquisition Completion is subject to the satisfaction or (if capable of being waived) waiver of the conditions precedent under the Share Purchase Agreement which have been set out in the section headed "1. SHARE PURCHASE AGREEMENT — Conditions precedent to the Acquisition". Accordingly, the Acquisition Completion may or may not take place, and the Offer may or may not be made.

The Directors make no recommendation as to the fairness or reasonableness of the Offer or as to the acceptance of the Offer in this joint announcement. Shareholders are reminded to read the Composite Document, including the recommendations of the Independent Board Committee and the advice of the Independent Financial Adviser in respect of the Offer, before deciding whether or not to accept the Offer.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company. If Shareholders and potential investors of the Company are in any doubt about their position, they should consult their professional advisers.

DEFINITIONS

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

"Acquisition"	the acquisition of the Sale Shares in accordance with the terms and conditions of the Share Purchase Agreement
"Acquisition Completion"	completion of the Acquisition
"Acquisition Completion Date"	date of the Acquisition Completion
"Acquisition Long Stop Date"	3 January 2027, being the date falling 180 days after the date of the Share Purchase Agreement
"Aspiring Vision"	Aspiring Vision Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, which is directly and wholly owned by Ms. Tse as the beneficial owner
"associate(s)"	has the meaning ascribed thereto under the Listing Rules
"Board"	the board of Directors
"Business Day"	a day on which the Stock Exchange is open for the transaction of business
"Company"	Fineland Living Services Group Limited (方圓生活服務集團有限公司), an exempted company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 9978)
"Composite Document"	the composite offer and response document to be jointly issued by the Offeror and the Company to the Shareholders in connection with the Offer
"connected person(s)"	has the meaning ascribed thereto under the Listing Rules
"Director(s)"	the director(s) of the Company

"EGM"	the extraordinary general meeting of the Company to be convened for the purposes of considering and, if thought fit, approving, among other things, the Share Subscription Agreement, the Special Deal, the Warrant Subscription Agreement and the transactions contemplated thereunder
"Excluded Shares"	has the meaning ascribed to that term in the section headed "1. SHARE PURCHASE AGREEMENT — Undertaking not to tender remaining Shares", being an aggregate of 25,904,000 Shares
"Executive"	the Executive Director of the Corporate Finance Division of the SFC or any delegate(s) of the Executive Director
"Exercise Period"	a period on or after the date of the certificate evidencing such Warrant (to be issued at Warrant Subscription Completion) up to the close of business on the expiry date, being three years after the date of the certificate evidencing such Warrant
"Exercise Price"	the price per Warrant Share payable in HK$ on exercise of the Exercise Rights, being initially HK$0.50 per Share, subject to adjustment from time to time in accordance with the Warrant Instrument
"Exercise Rights"	the rights of the holder of the relevant Warrants to subscribe for a maximum of 77,000,000 Shares at the Exercise Price, representing approximately 9.09% of the total issued Shares as enlarged by the allotment and issue of the Subscription Shares (assuming maximum number of Subscription Shares issued) and the issue of all Warrant Shares
"Fineland Group"	Fineland Group Holdings and its subsidiaries and associates (for the avoidance of doubt, excluding the Group)
"Fineland Group Holdings"	Fineland Group Holdings Company Limited (方圓集團控股有限公司), formerly known as Fineland Real Estate Holdings Company Limited (方圓地產控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, which is indirectly and wholly owned by Mr. Fong as the ultimate beneficial owner

"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Huiyu Investment"	Huiyu Investment Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, which is directly and wholly owned by Mr. Huang as the beneficial owner
"Independent Board Committee"	an independent board committee of the Company comprising all the independent non-executive Directors (namely Mr. Tian Qiusheng, Mr. Leung Wai Hung and Mr. Du Chenhua), which is formed to (i) make a recommendation to the Offer Shareholders as to whether the Offer is fair and reasonable and as to the acceptance of the Offer; and (ii) advise the Independent Shareholders on the Share Subscription and the Special Deal
"Independent Financial Adviser"	Gram Capital Limited, a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser appointed with the approval of the Independent Board Committee to advise the Independent Board Committee and the Independent Shareholders on (i) the Offer; and (ii) the Share Subscription and the Special Deal
"Independent Shareholders"	the Shareholders other than (i) the Offeror and the Offeror Concert Parties (including but not limited to Share Subscriber III and Tiffany Orient Holdings Limited); (ii) the Sellers, Mr. Fong, Mr. Huang, Ms. Tse and their respective associates, including Ms. Zheng Hui; and (iii) any other Shareholder who is involved in and/or interested in the Share Purchase Agreement and/or the Share Subscription and/or the Warrant Subscription (including but not limited to the IU Shareholder)
"Irrevocable Undertaking"	the irrevocable undertaking dated 27 July 2026 given by the IU Shareholder in favour of the Offeror

"IU Shareholder"	Adwan Orient Holdings Limited, a company which is directly and wholly owned by Mr. Han as the beneficial owner
"IU Shares"	4,500,000 Shares held by the IU Shareholder
"Last Trading Day"	7 July 2026, being the last full trading day of the Shares on the Stock Exchange before the release of this joint announcement
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mansion Green"	Mansion Green Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, which is indirectly and wholly owned by Mr. Fong as the ultimate beneficial owner
"Mansion Green Holding Companies"	Stand Smooth Group Limited, Hero Dragon Management Limited, Fineland Group Holdings and Widethrive Investments Limited, each being either a direct or indirect holding company of Mansion Green
"Mr. Fong"	Mr. FONG Ming, an executive director and a substantial shareholder of the Company, as well as the ultimate beneficial owner of Mansion Green
"Mr. Gong"	Mr. GONG Weili, the sole shareholder of the Offeror
"Mr. Han"	Mr. HAN Shuguang, an executive Director and the ultimate beneficial owner of the IU Shareholder
"Mr. Huang"	Mr. HUANG Peng, a substantial shareholder of the Company and the sole shareholder of Huiyu Investment and the husband of Ms. Zheng Hui
"Ms. Tse"	Ms. TSE Lai Wa, an executive director and a substantial shareholder of the Company, as well as the sole shareholder of Aspiring Vision

"Offer"	the possible unconditional mandatory cash offer to be made by Altus Investments Limited for and on behalf of the Offeror to acquire the Offer Shares in compliance with the Takeovers Code upon Acquisition Completion
"Offeror" or "Share Subscriber I"	Yoncan Co., Ltd., a company incorporated in the British Virgin Islands with limited liability, which is wholly and beneficially owned by Mr. Gong
"Offeror Concert Parties"	any parties acting or presumed to be acting in concert with the Offeror or Mr. Gong under the definition of "acting in concert" under the Takeovers Code, including but not limited to the Share Subscriber II and the Share Subscriber III
"Offer Period"	has the meaning ascribed to it under the Takeovers Code which commenced on the date of this joint announcement and ends on the date on which the Offer closes or lapses
"Offer Price"	the price at which the Offer will be made, being HK$0.14 per Offer Share
"Offer Share(s)"	Share(s) not already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties
"Offer Shareholders"	registered holder(s) of Offer Share(s)
"PAG"	PAG, an exempted company incorporated in the Cayman Islands with limited liability
"PRC"	the People's Republic of China, and for the purpose of this joint announcement only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Sale Shares"	200,044,000 Shares to be acquired by the Offeror from the Sellers pursuant to the Share Purchase Agreement, representing approximately 50.01% of the total issued Shares as at the date of this joint announcement
"Seller(s)"	Mansion Green, Aspiring Vision and Huiyu Investment

"SFC"	Securities and Futures Commission of Hong Kong
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share(s)"	ordinary share(s) of HK$0.01 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Share Purchase Agreement"	the share purchase agreement dated 7 July 2026 and entered into between the Offeror, the Sellers, Mr. Huang and Ms. Zheng Hui in relation to, among other things, the sale and purchase of the Sale Shares
"Share Specific Mandate"	the specific mandate to be sought from the Independent Shareholders at the EGM to grant the authority to the Board for the issuance and allotment of the Subscription Shares
"Share Subscriber II"	YSTEM Overseas Limited, a company incorporated in the British Virgin Islands with limited liability, which is wholly and beneficially owned by Mr. Deng Han
"Share Subscriber III"	Beaming Light Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, which is wholly and beneficially owned by Mr. Chen Xi
"Share Subscriber(s)"	collectively, the Share Subscriber I, the Share Subscriber II and the Share Subscriber III
"Share Subscription"	the subscription of the Subscription Shares by the Share Subscribers pursuant to the terms and conditions of the Share Subscription Agreement
"Share Subscription Agreement"	the conditional subscription agreement dated 27 July 2026 and entered into between the Company and the Share Subscribers in relation to the Share Subscription
"Share Subscription Completion"	completion of the Share Subscription
"Share Subscription Long Stop Date"	23 January 2027, being the date falling 180 days after the date of the Share Subscription Agreement

"Share Subscription Price"	HK$0.14 per Subscription Share
"Special Deal"	the subscription of Subscription Shares by the Share Subscriber III under the Share Subscription
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscription Share(s)"	up to 370,000,000 Shares to be issued by the Company to the Share Subscribers pursuant to the Share Subscription
"substantial shareholder"	has the meaning ascribed thereto under the Listing Rules
"Takeovers Code"	The Code on Takeovers and Mergers (as amended, modified and supplemented from time to time)
"Warrant(s)"	the 77,000,000 unlisted warrant(s) to be issued by the Company to the Warrant Subscriber pursuant to the Warrant Subscription Agreement
"Warrant Instrument"	the warrant instrument to be entered into by the Company for the benefits of the holder of the Warrants
"Warrant Share(s)"	the new Share(s) to be issued upon exercise of the Warrant(s)
"Warrant Specific Mandate"	the specific mandate to be sought from the Shareholders at the EGM to grant the authority to the Board for the issuance and allotment of the Warrants and the Warrant Shares
"Warrant Subscriber"	Mattar Hill Development X Limited, a company incorporated in the British Virgin Islands with limited liability, which is wholly owned by a fund managed under PAG
"Warrant Subscription"	the subscription of the Warrants by the Warrant Subscriber pursuant to the terms and conditions of the Warrant Subscription Agreement
"Warrant Subscription Agreement"	the conditional subscription agreement dated 27 July 2026 and entered into between the Company and the Warrant Subscriber in relation to the Warrant Subscription

"Warrant Subscription Completion"	completion of the Warrant Subscription
"Warrant Subscription Long Stop Date"	23 January 2027, being the date falling 180 days after the date of the Warrant Subscription Agreement

* *For identification purposes only*

By order of the board of	By order of the board of
Yoncan Co., Ltd.	**Fineland Living Services Group Limited**
GONG Weili	**FONG Ming**
Director	*Chairman*

Hong Kong, 28 July 2026

As at the date of this joint announcement, the sole director of the Offeror is Mr. GONG Weili. The director of the Offeror accepts full responsibility for the accuracy of the information contained in this joint announcement (other than in relation to the Group) and confirms, having made all reasonable enquiries, that to the best of his knowledge, opinions expressed in this joint announcement have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

As at the date of this joint announcement, the executive Directors are Mr. FONG Ming, Mr. SUN Ligong, Mr. HAN Shuguang and Ms. TSE Lai Wa; and the independent non-executive Directors are Mr. LEUNG Wai Hung, Mr. TIAN Qiusheng and Mr. DU Chenhua. The Directors jointly and severally accept full responsibility for the accuracy of information contained in this joint announcement other than those relating to the Offeror and the Offeror Concert Parties and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any statement in this joint announcement misleading.

This joint announcement is published in English and in Chinese. In case of any inconsistency between the English version and the Chinese version, the English version prevails.