THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **New Concepts Holdings Limited**, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

NEW CONCEPTS HOLDINGS LIMITED

創業集團(控股)有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2221)

MAJOR TRANSACTION
FINANCE LEASE AGREEMENT
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING

Capitalised terms used on this cover page shall have the same meanings as defined in this circular, unless the context requires otherwise.

A letter from the Board is set out on pages 6 to 23 of this circular. A notice convening the EGM to be held at Office B, 3/F, Kingston International Centre, 19 Wang Chiu Road, Kowloon Bay, Hong Kong on Monday, 31 August 2026 at 10:30 a.m. or any adjournment thereof is set out on pages EGM-1 to EGM-3 of this circular.

A form of proxy for use at the EGM is enclosed with this circular. Whether or not you are able to attend the EGM, you are advised to read the notice and complete and return the accompanying form of proxy in accordance with the instructions printed thereon to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong, being not less than 48 hours (i.e. Saturday, 29 August 2026 at 10:30 a.m.) before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM should you so wish.

24 July 2026

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In this circular, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"2024 Previous Finance Lease Agreement"	the finance lease agreement dated 18 June 2024 and entered into between the Previous Lessor and the Lessee, which sets out the rights and obligations of the Lessee and Canton Greengold Financial Leasing Ltd.* (廣東綠金融資租賃有限公司) in respect of the 2024 Previous Leased Assets
"2024 Previous Finance Lease and Incidental Documentation"	collectively, (i) the 2024 Previous Finance Lease Agreement; and (ii) the agreements incidental thereto, including the transfer agreement, the pledge over the 2024 Previous Leased Assets, the pledge over account receivable, the pledge over 100% interests of two bank accounts and the guarantees
"2024 Previous Leased Assets"	subject leased assets under the 2024 Previous Finance Lease Agreement, which comprised certain designated kitchen waste treatment equipment and facilities of the Lessee situated in Hefei, Anhui Province, the PRC
"2025 Previous Finance Lease Agreement"	the finance lease agreement dated 18 March 2025 and entered into between the 2025 Previous Lessor and the Lessee, which sets out the rights and obligations of the Lessee and 2025 Previous Lessor in respect of the 2025 Previous Leased Assets
"2025 Previous Finance Lease and Incidental Documentation"	collectively, (i) the 2025 Previous Finance Lease Agreement; and (ii) the agreements incidental thereto, including the transfer agreement, the pledge over the 2025 Previous Leased Assets, the pledge over account receivable, the pledge over 100% equity interests in the Lessee and the guarantees
"2025 Previous Finance Lease Arrangements"	the transactions contemplated under the 2025 Previous Finance Lease and Incidental Documentation
"2025 Previous Leased Assets"	subject leased assets under the 2025 Previous Finance Lease Agreements, which comprised certain designated kitchen waste treatment equipment and facilities of the Lessee situated in Hefei, Anhui Province, the PRC
"2025 Previous Lessor"	Jiangsu Financial Leasing Co., Ltd. (江蘇金融租賃股份有限公司), a state-owned non-banking financial institution established in the PRC with limited liability, the shares of which are listed on the Shanghai Stock Exchange (stock code: 600901)
"2025 Purchase Price"	an aggregate amount of RMB56,000,000, being the purchase price for the 2025 Previous Leased Assets

"Announcement"	the announcement of the Company dated 29 May 2026 in relation to, among other things, the Disposal
"Assets Charge"	collectively, Assets Charge I and Assets Charge II
"Assets Charge I"	a legal charge over the Leased Assets executed by the Lessee in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Assets Charge II"	a legal charge over the land use rights for construction purposes and above-ground buildings executed by the Lessee in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Board"	the board of Directors
"Business Day"	a day other than a Saturday, Sunday or statutory holidays stipulated by the government of the PRC
"Company"	New Concepts Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2221)
"Director(s)"	the director(s) of the Company
"EGM"	the extraordinary general meeting of the Company to be convened and held at Office B, 3/F, Kingston International Centre, 19 Wang Chiu Road, Kowloon Bay, Hong Kong on Monday, 31 August 2026 at 10:30 a.m. for the purpose of considering and, if thought fit, approving the Finance Lease and Incidental Documentation and the transactions contemplated thereunder
"Finance Lease Agreement"	the finance lease agreement dated 29 May 2026 and entered into between Wanjiang Leasing and the Lessee, which sets out the rights and obligations of the Lessee and Wanjiang Leasing in relation to the New Finance Lease Arrangement
"Finance Lease and Incidental Documentation"	the Finance Lease Agreement, the Transfer Agreement and the agreements thereto, including the Guarantee I, Guarantee II, Guarantee III, Guarantee IV, Assets Charges, Pledge over Account Receivable and Legal Charge
"Group"	the Company and its subsidiaries

"Guarantee I"	a guarantee executed by the Guarantor A in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Guarantee II"	a guarantee executed by the Guarantor B in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Guarantee III"	a guarantee executed by the Company in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Guarantee IV"	a guarantee executed by the Guarantor C in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Guarantees"	collectively, the Guarantee I, Guarantee II, Guarantee III and Guarantee IV
"Guarantor A"	Fancy Ascent Limited (宜昇有限公司), a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
"Guarantor B"	United Swift Limited, a company established in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
"Guarantor C"	Mr. Zhu Yongjun, the chairman of the Board and an executive Director
"Guarantors"	collectively, the Guarantor A, the Guarantor B, the Company and the Guarantor C
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Third Party"	any person or company and its ultimate beneficial owner(s), to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, is/are not connected person(s) (as defined in the Listing Rules) of the Company and is/are third party(ies) independent of the Company and its connected person(s) in accordance with the Listing Rules

"Latest Practicable Date"	23 July 2026, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information for inclusion in this circular
"Leased Assets"	subject leased assets under the Finance Lease Agreement, which comprise certain kitchen waste treatment equipment and facilities together with equipment for expansion and renovation of facilities of the Lessee situated in Hefei City, Anhui Province, the PRC
"Legal Charge"	a legal charge over 100% equity interest in the Lessee executed by Guarantor A in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"Lessee"	合肥非凡生物科技有限公司 (for transliteration purpose only, Hefei Feifan Biological Technology Company Limited*), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"New Finance Lease Arrangement"	the transactions contemplated under the Finance Lease and Incidental Documentation
"Pledge over Account Receivable"	a pledge over account receivable executed by the Lessee in favour of Wanjiang Leasing as security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation
"PRC"	the People's Republic of China which for the purpose of this circular excludes Hong Kong, the Macau Special Administrative Region and Taiwan
"Purchase Price"	an aggregate amount of RMB70.00 million, being the purchase price for the Leased Assets to be paid by Wanjiang Leasing to the Lessee under the Transfer Agreement
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	ordinary share(s) of HK$1.00 each in the issued share capital of the Company
"Shareholder(s)"	holder(s) of issued Share(s) from time to time
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"substantial shareholder"	has the meaning ascribed thereto under the Listing Rules
"Transfer Agreement"	the transfer agreement dated 29 May 2026 and entered into between Wanjiang Leasing and the Lessee, pursuant to which Wanjiang Leasing shall purchase the Leased Assets from the Lessee for the Purchase Price of RMB70.00 million
"Unified Registration and Publicity System"	China Movable Property Financing Unified Registration and Publicity System* (中國人民銀行徵信中心動產融資統一登記公示系統)
"Wanjiang Leasing"	Wanjiang Financial Leasing Co., Ltd. (皖江金融租賃股份有限公司), a non-banking financial institution established in the PRC with limited liability
"%"	per cent.

* *the English translation of Chinese names or words in this circular, where indicated, is included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words*

For the purpose of this circular, unless otherwise indicated, the exchange rate of RMB1.00 = HK$1.165 has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amount has been, could have been or may be exchanged at such a rate or at any other rates.

NEW CONCEPTS HOLDINGS LIMITED
創 業 集 團（控 股）有 限 公 司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2221)

Executive Directors:
Mr. Zhu Yongjun *(Chairman of the Board)*
Mr. Pan Yimin

Independent non-executive Directors:
Ms. Du Yun
Mr. Lo Chun Chiu, Adrian
Dr. Tong Ka Lok
Mr. Choy Wai Shek, Raymond, *MH, JP.*

Registered office:
Windward 3, Regatta Office Park
PO Box 1350, Grand Cayman
KY1-1108
Cayman Islands

Headquarters, head office and principal place of business in Hong Kong:
Office B, 3/F
Kingston International Centre
19 Wang Chiu Road
Kowloon Bay
Hong Kong

24 July 2026

To the Shareholders

Dear Sir/Madam,

MAJOR TRANSACTION
FINANCE LEASE ARRANGEMENT
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING

INTRODUCTION

References are made to the announcement and circular of the Company dated 18 March 2025 and 31 March 2025 respectively, in relation to, among other things, the 2025 Previous Finance Lease Arrangements.

On 18 March 2025, the Lessee, being an indirect wholly-owned subsidiary of the Company, and the 2025 Previous Lessor entered into the 2025 Previous Finance Lease and Incidental Documentation, pursuant to which the 2025 Previous Lessor shall purchase the 2025 Previous Leased Assets for the 2025 Purchase Price of RMB56.00 million, and lease back the same to the Lessee for a lease consideration comprising the principal amount equivalent to the 2025 Purchase Price and the interest accrued thereon at a rate of 6.5067% per annum for a lease period of five (5) years.

In or around May 2026, the Lessee has notified the 2025 Previous Lessor of its intention to early terminate the 2025 Previous Finance Lease Agreement in accordance with the terms and conditions set out therein. On 18 June 2026, the 2025 Previous Lessor and the Lessee entered into the Termination Agreement, pursuant to which the parties agreed to terminate the 2025 Previous Finance Lease Agreement on the basis that the Lessee shall repay the outstanding amount due thereunder of approximately RMB47.08 million and pay a nominal consideration of RMB1,000. No penalty, compensation or termination fee is payable by either party under the Termination Agreement. The New Finance Lease Arrangement is conditional upon, among other things, the full settlement of all outstanding amounts owing under the financing arrangements with the 2025 Previous Lessor and the completion of the deregistration of the relevant registrations on the Unified Registration and Publicity System.

The purpose of this circular is to provide you with, among other things, (i) further information on the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder; (ii) other information as required under the Listing Rules; and (iii) a notice of the EGM.

NEW FINANCE LEASE ARRANGEMENT

Reference is made to the announcement of the Company dated 29 May 2026 in relation to, among other things, the New Finance Lease Arrangement.

On 29 May 2026, the Lessee, being an indirect wholly-owned subsidiary of the Company, entered into the Transfer Agreement with Wanjiang Leasing, pursuant to which Wanjiang Leasing shall purchase the Leased Assets from the Lessee for the Purchase Price of RMB70.00 million.

On the same date, the Lessee also entered into the Finance Lease Agreement with Wanjiang Leasing, pursuant to which Wanjiang Leasing shall lease back the Leased Assets to the Lessee for a lease consideration comprising the principal amount equivalent to the Purchase Price and the interest accrued thereon at a rate of 5.70% per annum for a lease period of six (6) years commencing from the payment date of the said consideration.

As security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation, (i) Guarantor A executed the Guarantee I; (ii) Guarantor B executed the Guarantee II; (iii) the Company executed the Guarantee III; (iv) Guarantor C executed the Guarantee IV; (v) the Lessee executed the Assets Charges; (vi) the Lessee executed the Pledge over Account Receivable; and (vii) Guarantor A executed the Legal Charge, each in favour of Wanjiang Leasing.

TRANSFER AGREEMENT AND FINANCE LEASE AGREEMENT

The principal terms of the Transfer Agreement and Finance Lease Agreement are as follows:

	Transfer Agreement	**Finance Lease Agreement**
Date:	29 May 2026	29 May 2026
Parties:	(i) Wanjiang Leasing (as purchaser); and (ii) Lessee (as vendor)	(i) Wanjiang Leasing (as lessor); and (ii) Lessee (as lessee)

Wanjiang Leasing is a non-banking financial institution established in the PRC with limited liability, is ultimately owned as to approximately 79.03% by the PRC government and as to approximately 20.97% by Bohai Leasing Co., Ltd. which is listed on the Main Board of the Shenzhen Stock Exchange (stock code: 000415). It is principally engaged in the provision of finance leasing as approved by the China Banking and Insurance Regulatory Commission, with a focus on green energy, high-end equipment, people's livelihood and intelligent connection in the PRC.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of Wanjiang Leasing and its ultimate beneficial owner(s) is an Independent Third Party.

Sale and leaseback of the Leased Assets

The Lessee shall sell and Wanjiang Leasing shall purchase the Leased Assets for the Purchase Price of RMB70.00 million. The Purchase Price of RMB70.0 million shall be paid by Wanjiang Leasing to the Lessee in a lump sum.

The benchmark date of the original cost of the Leased Assets was 31 March 2026. The original cost of the Leased Assets as at 31 March 2026 was approximately RMB165.25 million, while the Purchase Price under the New Finance Lease Arrangement is RMB70.0 million. Although the Purchase Price represents a significant discount to the original cost and net book value of the Leased Assets, considering (i) the repayment ability of the Lessee; (ii) that the Lessee is entitled to buyback the Leased Assets at a nominal purchase price after the expiry of the lease period; and (iii) the limited fundraising alternatives as further explained in the section headed "Letter from the Board — Reasons for and benefits of the New Finance Lease Arrangement" below, the Directors are of the view that the Purchase Price is fair and reasonable.

In assessing the fairness and reasonableness of the New Finance Lease Arrangement, the Board has considered that the transaction is, in substance, a financing arrangement rather than a disposal of assets. The Group will continue to possess and use the Leased Assets throughout the lease period for its ordinary business operations and, upon full payment of the lease consideration and other amounts payable under the Finance Lease Agreement, will be entitled to repurchase the Leased Assets for a nominal consideration of RMB1,000 at the end of the lease term.

Furthermore, the Purchase Price of RMB70.0 million will be paid by Wanjiang Leasing to the Lessee in a lump sum, which provides the Group with immediate liquidity. The Group intends to apply the net proceeds primarily towards the settlement of existing indebtedness and overdue payables, investment in kitchen waste treatment projects and general working capital purposes. In addition, the New Finance Lease Arrangement enables the Group to refinance the outstanding obligations under the 2025 Previous Finance Lease Agreement on more favourable terms. In particular, the financing cost will be reduced from 6.5067% per annum to 5.70% per annum, while the lease period will be extended from five years to six years with reduced finance costs.

Accordingly, notwithstanding that the Purchase Price represents a discount of approximately 57.64% to the original cost of the Leased Assets, the Board considers that the terms of the New Finance Lease Arrangement are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Wanjiang Leasing shall then lease back the Leased Assets to the Lessee for its use and possession for a lease period of six (6) years, which is a common and reasonable market practice under the finance lease arrangements in the PRC and within the remaining economic life of the Leased Assets of approximately nine (9) years.

Leased Assets

The Leased Assets comprise certain kitchen waste treatment equipment and facilities together with equipment for expansion and renovation of facilities of the Lessee situated in Hefei City, Anhui Province, the PRC. As at the Latest Practicable Date, the net book value of the Leased Assets was approximately RMB103.31 million.

The Lessee shall be responsible for keeping the Leased Assets in good condition, and bear any repair, maintenance, and other costs so incurred. The estimated costs of maintaining the Leased Assets is approximately RMB20,000 per month to RMB30,000 per month.

Purchase Price

The Purchase Price is RMB70.00 million, which shall be payable by Wanjiang Leasing to the Lessee.

Wanjiang Leasing shall pay the Lessee the Purchase Price upon the fulfillment of the following conditions:

(i) The Lessee having provided Wanjiang Leasing with shareholders' resolutions approving (a) the conduct of the transactions contemplated under the Finance Lease Agreement; and (b) the creation of charge over the Leased Assets in favour of Wanjiang Leasing;

(ii) The Lessee (a) having provided Wanjiang Leasing with shareholders' resolutions approving the Pledge over Account Receivable; (b) having notified the Hefei Urban Management Bureau of the Pledge over Account Receivable and provided corresponding evidence; and (c) having provided assistance to Wanjiang Leasing for the registration of the Pledge over Account Receivable on the Unified Registration and Publicity System;

(iii) The Lessee (a) having provided Wanjiang Leasing with shareholders' resolutions approving the Assets Charge II; (b) having cooperated with Wanjiang Leasing for the relevant charge registration with Wanjiang Leasing registered as the first-ranking chargee and having delivered Wanjiang Leasing the original certificate of encumbrances (他項權利證書);

(iv) The Lessee (a) having assisted Wanjiang Leasing to obtain Guarantor A's board resolutions approving the transactions contemplated under the Legal Charge; (b) having completed the relevant charge registration; and (c) having procured Wanjiang Leasing to obtain the relevant charge registration documents;

(v) The Lessee having assisted Wanjiang Leasing to obtain the Company's board resolutions approving the transactions contemplated under the Guarantee III;

(vi) The Lessee having procured the Company to (a) duly comply with all applicable requirements under the Listing Rules and other applicable laws and regulations in relation to the Finance Lease Agreement and the guarantees, finance lease, equity pledge, receivables pledge and land charge arrangements contemplated under the Finance Lease Agreement; and (b) to provide the relevant announcement(s) to Wanjiang Leasing for review and approval;

(vii) The Lessee having assisted Wanjiang Leasing to obtain the Guarantor B's board resolutions approving the transactions contemplated under the Guarantee II;

(viii) The Lessee having assisted Wanjiang Leasing to obtain the Guarantor A's board resolutions approving the transactions contemplated under the Guarantee I;

(ix) Shareholders of the Lessee having provided the decision consenting the Lessee not distributing dividends to its shareholders during the lease term stipulated under the Finance Lease Agreement;

(x) The Lessee having assisted Wanjiang Leasing to obtain the Guarantee IV duly executed by Guarantor C;

(xi) The Lessee having assisted Wanjiang Leasing to obtain the official valuation report of the subject matter under the Transfer Agreement;

(xii) The Lessee having assisted the Wanjiang Leasing in completion of the finance lease and charges registration of the subject matter of the Transfer Agreement on the Unified Registration and Publicity System;

(xiii) The Lessee having fully settled all outstanding financing arrangements with the 2025 Previous Lessor and having completed the deregistration of the relevant registrations on the Unified Registration and Publicity System with documentary evidence provided to Wanjiang Leasing;

(xiv) The Lessee having executed and delivered to Wanjiang Leasing (a) a letter of commitment on the use of proceeds; and (b) a fund payment instruction authorisation letter;

(xv) The Lessee having completed the relevant bank account supervision procedures as required by Wanjiang Leasing; and

(xvi) The Lessee having deposited the security deposit under the Finance Lease Agreement into the account designated by Wanjiang Leasing.

As at the Latest Practicable Date, save for conditions i, ii(a), iii(a), iv(a), v, vi(b), vii, viii, ix, x, xi and xiii above, none of the above payment conditions have been fulfilled. Wanjiang Leasing shall pay the Purchase Price to the Lessee into the bank account designated by the Lessee, either in a lump sum or in installments within thirty business days upon fulfilment of all payment conditions.

The Purchase Price was determined after arm's length negotiations by the Lessee and Wanjiang Leasing with reference to, among other things, the Lessee's ability to perform its obligations under the Finance Lease Agreement, the original cost of the Leased Assets of RMB165.25 million, the valuation of the Leased Assets of approximately RMB107.09 million as at 31 March 2026 and their state of condition. In the present case, the Purchase Price of RMB70.00 million represents approximately 66.78% of the valuation of the Leased Assets as at 31 March 2026, which is consistent with Wanjiang Leasing's financing ratio of approximately 70% of the assessed value of leased assets of a similar nature. Furthermore, given that the Leased Assets comprise specialised kitchen waste treatment equipment and facilities used in the Group's environmental protection business, which are generally less liquid than conventional real estate assets and may only be readily realisable to a limited group of industry participants in an enforcement scenario. Accordingly, finance leasing companies generally adopt a conservative valuation approach when determining the amount of financing that may be advanced against such assets. Based on the unaudited monthly accounts of the Lessee available immediately prior to the entering into of the Finance Lease Agreement, the net cashflow from operating activities of the Lessee, calculated on a monthly basis, amounted to approximately RMB1.50 million, which is close to the amount payable by the Lessee for each instalment, if calculated on a monthly basis, of approximately RMB1.30 million. Although the Purchase Price represents a significant discount to the original cost and net book value of the Leased Assets, in determining the Purchase Price, considering (i) the repayment ability of the Lessee with its net operating cash flow generation; (ii) that the Lessee is entitled to buyback the Leased Assets at a nominal purchase price after the expiry of the lease period; and (iii) the limited fundraising alternatives as further explained in the section headed "Letter from the Board — Reasons for and benefits of the New Finance Lease Arrangement" below, the Directors are of the view that the Purchase Price is fair and reasonable.

Lease consideration

The Lessee shall pay to Wanjiang Leasing the lease consideration, consisting of the principal amount equal to the Purchase Price together with interest accruing thereon at the rate of 5.70% per annum, in twenty-four (24) instalments payable quarterly. Each instalment shall comprise principal in the approximate amount of RMB2,916,666 together with the corresponding interest.

The terms of the Finance Lease Agreement, including the lease consideration, lease interest, and other fees under the incidental documentation to the Finance Lease Agreement, were determined after arm's length negotiations between the Lessee and Wanjiang Leasing with reference to the Purchase Price and the latest loan prime rate published by the National Interbank Funding Center from time to time. The interest rate of 5.70% per annum was determined with reference to the five-year loan prime rate published by the National Interbank Funding Center of 3.50% on 20 March 2026, being the latest rate available prior to the negotiation of the principal terms of the New Finance Lease Arrangement, plus a margin of 220 basis points. As at the Latest Practicable Date, the prevailing five-year loan prime rate remained 3.50%. In determining the applicable premium, the parties took into account, among other things, (i) the nature of the transaction as a finance leasing arrangement rather than a conventional bank loan; (ii) the financing costs, operating costs and risk profile generally associated with finance leasing businesses; (iii) the credit profile and financial position of the Lessee and the Group; (iv) the size and tenor of the financing arrangement; (v) the security package provided under the Finance Lease and Incidental Documentation; and (vi) the return requirements of Wanjiang Leasing as a commercial finance leasing institution. The Board understands that finance leasing companies generally incur higher operating and risk management costs than commercial banks and typically charge financing rates at a premium over the prevailing loan prime rate and bank lending rates. The Board considers that a financing rate of loan prime rate plus 220 basis points is generally in line with market practice for finance lease transactions of a similar nature, taking into account the borrower's credit profile, financing structure, security package and prevailing market conditions. In assessing whether the interest rate is fair and reasonable, the Board has considered that (i) the interest rate of 5.70% per annum remains lower than the interest rate of 6.5067% per annum under the 2025 Previous Finance Lease Agreement; (ii) the lease term under the New Finance Lease Arrangement is extended from five years to six years, providing the Group with a longer repayment profile and greater financial flexibility; (iii) the Group will obtain financing of RMB70.0 million on a lump-sum basis; and (iv) the Group had limited access to other financing alternatives on comparable terms.

If the Lessee fails to pay the lease consideration and other payables pursuant to the terms and conditions of the Finance Lease Agreement, the Lessee shall pay to Wanjiang Leasing a default interest on such overdue sum at the rate of 0.05% per day from the overdue date to the date of actual payment in full. The default interest rate was determined with reference to the default interest rates commonly adopted in finance leasing and other financing transactions in the PRC.

Transfer of ownership of Leased Assets

The ownership of the Leased Assets will be transferred to Wanjiang Leasing upon payment of Purchase Price and shall be vested in Wanjiang Leasing during the lease period. As the Purchase Price is payable by Wanjiang Leasing to the Lessee in a lump sum, the transfer of ownership of the Leased Assets is expected to take place immediately following the full payment of the Purchase Price.

Buyback of Leased Assets by the Lessee

After the expiry of the lease period, provided that the Lessee has paid all the lease consideration, outstanding interests, a buyback fee of RMB1,000 and other payables under the Finance Lease Agreement, Wanjiang Leasing shall transfer the ownership of the Leased Assets to the Lessee on an "as is" basis. The buyback fee of RMB1,000 is nominal in nature and in line with the prevailing industry practice.

GUARANTEES, ASSETS CHARGES, PLEDGE OVER ACCOUNT RECEIVABLE AND LEGAL CHARGE

As security for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation, (i) Guarantor A executed the Guarantee I; (ii) Guarantor B executed the Guarantee II; (iii) the Company executed the Guarantee III; (iv) Guarantor C executed the Guarantee IV; (v) the Lessee executed the Assets Charge I and II; (vi) the Lessee executed the Pledge over Account Receivable; and (vii) Guarantor A executed the Legal Charge, each in favour of Wanjiang Leasing.

As at the Latest Practicable Date, each of the Guarantees, the Assets Charges, the Pledge over Account Receivable and the Legal Charge has not become effective, and will only become effective upon the payment of the Purchase Price having been made by Wanjiang Leasing in accordance with the terms and conditions of the Transfer Agreement.

Guarantees

Pursuant to the terms of the Guarantee I, Guarantor A shall provide an irrevocable guarantee in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to the Guarantee I, Guarantor A irrevocably guarantees, as a continuing obligation, the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. The scope of the guarantee includes all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable.

Pursuant to the terms of the Guarantee II, Guarantor B shall provide an irrevocable guarantee in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to the Guarantee II, Guarantor B irrevocably guarantees, as a continuing obligation, the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. The scope of the guarantee includes all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable.

Pursuant to the terms of the Guarantee III, the Company shall provide an irrevocable guarantee in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to the Guarantee III, the Company irrevocably guarantees, as a continuing obligation, the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. The scope of the guarantee includes all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable.

Pursuant to the terms of the Guarantee IV, Guarantor C shall provide an irrevocable guarantee in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to the Guarantee IV, Guarantor C irrevocably guarantees, as a continuing obligation, the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. The scope of the guarantee includes all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable.

Pursuant to the terms of the Guarantees, the guarantee period shall be effective from the due date of the final instalment payable under the Finance Lease and Incidental Documentation and shall continue for a period of three years thereafter.

Assets Charge over Leased Assets

Pursuant to the terms of Assets Charge I, the Lessee shall provide a legal charge over the Leased Assets in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to Assets Charge I, Wanjiang Leasing is entitled to enforce the charge upon the occurrence of (i) the failure of the Lessee to pay any lease consideration or any other amount due under the Finance Lease and Incidental Documentation in full and on time, or any breach by the Lessee of its obligations thereunder; (ii) a breach by the Lessee of its obligations under the Assets Charge I which may prejudice Wanjiang Leasing's security interests; (iii) the commencement of litigation, arbitration or material administrative proceedings involving the Lessee which may adversely affect the charged assets; (iv) the commencement of bankruptcy, liquidation, cessation of business or similar insolvency proceedings in respect of the Lessee or the revocation of its business licence; or (v) any other event which may render recovery of the secured obligations difficult or impossible. The scope of the Assets Charge I includes all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable.

The Assets Charge I shall remain effective throughout the term of the New Finance Lease Arrangement and until all secured obligations thereunder have been fully performed and the relevant security interests have been released by Wanjiang Leasing.

Assets Charge over the Land Use Rights for Construction Purposes and Above-Ground Buildings

Pursuant to the terms of Assets Charge II, the Lessee shall provide a legal charge over the land use rights for construction purposes and above-ground buildings in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to Assets Charge II, Wanjiang Leasing is entitled to enforce the charge upon the occurrence of (i) the failure of the Lessee to pay any lease consideration or any other amount due under the Finance Lease and Incidental Documentation in full and on time, or any breach by the Lessee of its obligations thereunder; (ii) a breach by the Lessee of its obligations under the Assets Charge II which may prejudice Wanjiang Leasing's security interests; (iii) the commencement of litigation, arbitration or material administrative proceedings involving the Lessee which may adversely affect the charged assets; (iv) the commencement of bankruptcy, liquidation, cessation of business or similar insolvency proceedings in respect of the Lessee or the revocation of its business licence; or (v) any other event which may render recovery of the secured obligations difficult or impossible. The scope of the Assets Charge II includes all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable.

The Assets Charge II shall remain effective throughout the term of the New Finance Lease Arrangement and until all secured obligations thereunder have been fully performed and the relevant security interests have been released by Wanjiang Leasing.

Pledge over Account Receivable

Pursuant to the terms of Pledge over Account Receivable, the Lessee shall provide a pledge for all existing and future accounts receivable relating to the receivables recorded under the Leased Assets including but not limited to electricity tariff receivables (including tariff charging rights), subsidies, China Certified Emission Reductions (CCER), China Green Electricity Certificates (GEC), International Renewable Energy Certificates (I-REC, TIGR), and other environmental attributes and rights, as well as receivables from carbon emission reductions and carbon asset trading income, shall be fully pledged in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. Pursuant to the Pledge over Account Receivable, the pledge secures all present and future obligations owed by the Lessee to Wanjiang Leasing including, among other things, all monies and obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including, among other things, the lease consideration and other amounts payable under the Finance Lease Agreement and any losses suffered by Wanjiang Leasing if the Finance Lease Agreement is determined to be invalid, rescinded, terminated or otherwise unenforceable. Wanjiang Leasing shall be entitled to enforce the Pledge over Account Receivable upon the occurrence of any event, including, among other things, (i) the failure of the Lessee to pay any lease rental or any other amount payable under the Finance Lease and Incidental Documentation in full and on time, or any breach of its obligations thereunder; (ii) a breach by the pledgor of its obligations under the Pledge over Account Receivable which may adversely affect Wanjiang Leasing's security interests; (iii) the commencement of litigation, arbitration or material administrative proceedings involving the Lessee which may adversely affect Wanjiang Leasing's security interests; (iv) the commencement of bankruptcy, liquidation, cessation of business, deregistration or other insolvency proceedings in respect of the pledgor or the Lessee or the revocation of their business licences; (v) the failure of the pledgor to provide replacement or additional security where required under the terms of the pledge; (vi) any representation or warranty made by the Lessee under the pledge being untrue, inaccurate or misleading in any material respect; or (vii) the occurrence of any other event which may render recovery of the secured obligations under the Finance Lease and Incidental Documentation difficult or impossible.

The Pledge over Account Receivable shall remain effective throughout the term of the New Finance Lease Arrangement and until all secured obligations thereunder have been fully performed and the relevant security interests have been released by Wanjiang Leasing.

Legal Charge

Pursuant to the terms of Legal Charge, Guarantor A shall provide a legal charge over 100% of the equity interest in the Lessee in favour of Wanjiang Leasing for the due and punctual performance of the Lessee's obligations under the Finance Lease and Incidental Documentation. The Legal Charge secures all obligations owed by the Lessee to Wanjiang Leasing under the Finance Lease and Incidental Documentation, including lease consideration, default interest, liquidated damages, damages, compensation payable upon early termination (if any), repurchase consideration, enforcement costs and all other amounts payable thereunder. Wanjiang Leasing shall be entitled to enforce the Legal Charge upon the occurrence of any event, including, among other things: (i) the failure of the Lessee to pay any lease rental or any other amount payable under the Finance Lease and Incidental Documentation in full and on time, or any breach of its obligations thereunder; (ii) a breach by the chargor of its obligations under the Legal Charge which may adversely affect Wanjiang Leasing's security interests; (iii) a material reduction in the value of the pledged equity interests which, in the opinion of Wanjiang Leasing, may adversely affect its security position, and the Lessee or the chargor fails to provide additional security or replacement collateral within five Business Days after being requested to do so by Wanjiang Leasing; (iv) the dissolution, bankruptcy, liquidation, cessation of business or any similar event affecting the Lessee, the chargor or the Lessee, or the occurrence of any other circumstances which, in the opinion of Wanjiang Leasing, may materially prejudice the recovery of its claims under the Finance Lease and Incidental Documentation; (v) the commencement of litigation, arbitration or material administrative proceedings involving the Lessee or the chargor which may adversely affect the value of the pledged equity interests; (vi) the proposed reduction of the registered capital or equity interests in the Lessee by the chargor without the prior consent of Wanjiang Leasing; or (vii) the occurrence of any other event which may render the recovery of the secured obligations under the Finance Lease and Incidental Documentation difficult or impossible.

The Legal Charge shall remain effective throughout the term of the New Finance Lease Arrangement and until all secured obligations thereunder have been fully performed and the relevant security interests have been released by Wanjiang Leasing.

Reasons for the provision of security

Pursuant to the terms of each of the Guarantees, Assets Charges, the Pledge over Account Receivable and the Legal Charge, the amount secured by such security documents was RMB82.66 million, which is equivalent to the aggregate sum of (i) the total principal amount of RMB70.00 million; (ii) the total interest to be accrued of RMB12.66 million; and (iii) the buyback fee of RMB1,000. As such, the total value of security under the Assets Charges, the Pledge over Account Receivable and the Legal Charge did not exceed the net book value of the Leased Assets.

In view of the prevailing market condition, the Group was unable to obtain bank financing and/or financing from other financial institutions to satisfy the funding needs of the Group in full with terms which are more favourable than the Finance Lease Agreement. As disclosed in Appendix I to this Circular, as at 31 May 2026, the Group had overdue payables of approximately HK$289.02 million and net current liabilities of approximately HK$111.9 million. Furthermore, the construction and environmental protection sectors in which the Group operates continue to face a challenging financing environment. In particular, financial institutions generally adopt a more prudent credit assessment approach towards borrowers with relatively high leverage levels and limited assets available as security. Under the prevailing market conditions, obtaining additional bank financing would generally require the provision of substantial collateral, in particular real property security. Given the Group's asset profile and financial position, the Group's access to conventional bank financing on acceptable terms is limited. In 2026, the Group was only able to obtain a one-year loan facility of approximately RMB5 million, which is significantly below the Group's funding requirements and insufficient to refinance the outstanding obligations under the 2025 Previous Finance Lease Agreement and address the Group's working capital needs. As such, the Board is of the view that the provision of security to secure the Lessee's obligations under the Financial Lease agreement is a pragmatic and reasonable approach under the current circumstances, and is in the interest of the Company and Shareholders as a whole.

INFORMATION OF THE PARTIES TO THE NEW FINANCE LEASE ARRANGEMENT

Lessor

Wanjiang Leasing is a non-banking financial institution established in the PRC with limited liability, is ultimately owned as to approximately 79.03% by the PRC government and as to approximately 20.97% by Bohai Leasing Co., Ltd. which is listed on the Main Board of the Shenzhen Stock Exchange (stock code: 000415). It is principally engaged in the provision of finance leasing as approved by the China Banking and Insurance Regulatory Commission, with a focus on green energy, high-end equipment, people's livelihood and intelligent connection in the PRC.

Lessee

The Lessee is a company established in the PRC with limited liability and is principally engaged in kitchen waste treatment. As at the Latest Practicable Date, it is an indirect wholly-owned subsidiary of the Company and is owned as to 100% by Guarantor A.

Guarantors

Guarantor A, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, is principally engaged in the investment holding.

Guarantor B, a company established in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company, is principally engaged in the investment holding.

The Company is a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2221).

Guarantor C is Mr. Zhu Yongjun, who is the chairman of the Board and an executive Director of the Company.

REASONS FOR AND BENEFITS OF THE NEW FINANCE LEASE ARRANGEMENT

The Group is principally engaged in (i) provision of foundation works, civil engineering contractual service and general building works in Hong Kong; and (ii) environmental protection businesses in Mainland China and Hong Kong covering a range of activities including harmless waste treatments which encompasses both the construction and operation of kitchen waste treatment, diseased livestock and poultry related business, the development and management of environmental protection industrial park, the production and sales of new energy materials as well as the provision of food waste collection service.

As at the Latest Practicable Date, the total outstanding principal amount under the 2025 Previous Finance Lease Agreement was approximately RMB46.21 million. Taking into account that Wanjiang Leasing agreed to provide a finance lease in the principal amount of RMB70.00 million, which exceeds the total outstanding principal amount and interests accrued together other fees or compensation payable by the Lessee under the 2025 Previous Finance Lease Agreement. The interest rate and lease term under the New Finance Lease Arrangement are 5.70% per annum and six (6) years, respectively, as compared to 6.5067% per annum and five (5) years under the 2025 Previous Finance Lease Agreement. The Directors consider that the New Finance Lease Arrangement offers more favourable financing terms and a longer lease period.

As disclosed in the section headed "Working Capital" in Appendix I to this Circular, the Group had unaudited net current liabilities of approximately HK$111.9 million as at 31 May 2026 and overdue payables of approximately HK$289.0 million. The Group has been actively seeking alternative financing sources to improve its liquidity position, satisfy its short-term funding requirements and support its ongoing business operations. In view of the Group's financial position and limited access to conventional bank financing without the provision of substantial real property security, the Board considers it necessary to secure additional funding and refinance existing indebtedness on terms acceptable to the Group.

Although the New Finance Lease Arrangement gives rise to ongoing lease payment obligations, the Board considers that such obligations are sustainable having regard to the operating cash flow of the Lessee. Based on the unaudited management accounts available immediately prior to entering into the Finance Lease Agreement, the monthly operating cash inflows generated by the Lessee exceeds the equivalent monthly lease repayment obligation under the New Finance Lease Arrangement. The Board therefore considers that the New Finance Lease Arrangement represents a commercially reasonable means for the Group to refinance its existing indebtedness, improve its liquidity position and obtain additional working capital while continuing to retain the use of the relevant machinery and equipment necessary for its operations.

In the event that the Group intends to terminate the Finance Lease Agreement, there is no early termination penalty or compensation for early termination losses payable by the Lessee solely as a result of an early termination. If the Finance Lease Agreement is terminated early in accordance with its terms, the Lessee shall pay all accrued and outstanding lease consideration and other amounts payable under the Finance Lease and Incidental Documentation on or before the date specified by Wanjiang Leasing. Upon the Lessee having fully discharged all obligations and liabilities under the Finance Lease and Incidental Documentation, Wanjiang Leasing shall (i) transfer the ownership of the Leased Assets to the Lessee in accordance with the terms of the Finance Lease Agreement; (ii) cooperate with the Lessee in completing all necessary transfer and registration procedures in relation to the Leased Assets; and (iii) release and discharge all security interests created under the Guarantees, Assets Charges, Pledge over Account Receivable and Legal Charge. Accordingly, following full settlement of all outstanding obligations by the Lessee, the Leased Assets shall be transferred back to the Lessee and all security interests created in favour of Wanjiang Leasing under the Finance Lease and Incidental Documentation shall be released and discharged.

The Directors are of the view that, under the New Finance Lease Arrangement, the Group will be able to obtain additional financial resources for its general working capital while retaining the use of its machinery and equipment required for its operations. The terms of the Finance Lease and the Incidental Documentation were determined after arm's length negotiations among the relevant parties. The Directors further consider that the terms of the Finance Lease and the Incidental Documentation, including the purchase price and the lease consideration, are on normal commercial terms, fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

The Board has considered other fundraising alternatives to satisfy the funding needs of the Group. For debt financing, the Group has approached banks and other financial institutions to explore the possibility of obtaining loans. Yet, unless the Group could provide real properties as securities for the loans, such banks and financial institutions are unwilling to provide debt financing to the Group. As to equity fundraising, since the Shares were trading below par value of HK$1.00 each at the material time when the Finance Lease Agreement is entered into, the Company shall not issue new Shares below par value pursuant to the applicable Cayman Islands laws, and it is difficult for the Board to negotiate with any potential investors of the Company and financial institutions for possible subscription, offer or placing of the Shares at or above the par value. In the light of the above, the Board is of the view that the New Finance Lease Arrangement is more appropriate to raise sufficient funds to satisfy the Group's funding needs.

FINANCIAL EFFECT OF THE NEW FINANCE LEASE ARRANGEMENT AND USE OF PROCEEDS

According to the Hong Kong Financial Reporting Standards, the transactions contemplated under the New Finance Lease Arrangement shall be accounted for as financing arrangement and therefore would not give rise to any gain or loss to be recorded in the Group's consolidated income statement. Upon further confirmation with the auditor of the Company on the potential financial impacts arising from the transactions contemplated under the termination of the 2025 Previous Finance Lease Agreement and the entering into of the New Finance Lease Arrangement, the termination of the 2025 Previous Finance Lease Agreement and the entering into the New Finance Lease Arrangement will not result in a change in fair value of the Leased Assets.

Under the New Finance Lease Arrangement, it is expected that (i) the total assets of the Group will be increased to reflect the cash to be received from the sale proceeds of the Leased Assets of RMB70.00 million; and (ii) the total liabilities of the Group will be increased by such amount to reflect the repayment obligations of the Group under the New Finance Lease Arrangement.

As at 31 May 2026, the Group has overdue payables (the "**Outstanding Debts**") of approximately HK$289.02 million.

After deducting the incidental costs (being the professional fees and administration fees) attributable to the New Finance Lease Arrangement, the Group will receive net proceeds of approximately RMB69.50 million under the New Finance Lease Arrangement. The Company intends to apply the net proceeds as to (i) approximately RMB48.65 million for the repayment of the Outstanding Debts, which is expected to be fully utilised by the end of August 2026; (ii) approximately RMB10.43 million for investment in kitchen waste treatment projects, which is expected to be fully utilized by the end of December 2026; and (iii) approximately RMB10.43 million for the general working capital of the Group, which is expected to be fully utilised by the end of October 2026.

LISTING RULES IMPLICATION

As all the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the early termination of the 2025 Previous Finance Lease Agreement are below 5%, the early termination of the 2025 Previous Finance Lease Agreement does not constitute a notifiable transaction under Chapter 14 of the Listing Rules.

As one or more of the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the transactions contemplated under the Finance Lease and Incidental Documentation is/are more than 25% but all of the percentage ratios are less than 75%, the entering into of the Finance Lease and Incidental Documentation constitutes a major transaction on the part of the Company under the Listing Rules, and is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

None of the Directors has any material interest in the New Finance Lease Arrangement and is required to abstain from voting on the board resolutions approving the New Finance Lease Arrangement.

EGM

The EGM will be convened and held at Office B, 3/F, Kingston International Centre, 19 Wang Chiu Road, Kowloon Bay, Hong Kong on Monday, 31 August 2026 at 10:30 a.m. for the Shareholders to consider and, if thought fit, to approve the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder. A notice convening the EGM is set out on pages EGM-1 to EGM-3 of this circular.

The voting in respect of the Disposal at the EGM will be conducted by way of poll. To the best of the information, knowledge and belief of the Directors having made all such reasonable enquiries, no Shareholder or any of their associates has any material interest in the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder, and thus, none of the Shareholders is required to abstain from voting on the relevant resolution to approve the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder at the EGM.

Whether or not you are able to attend the EGM in person, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon to the branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong as soon as practicable but in any event not later than 48 hours (i.e. Saturday, 29 August 2026 at 10:30 a.m.) before the time appointed for holding of the EGM or the adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting at the EGM or any adjourned meeting thereof (as the case may be) should you so desire.

To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, there is (i) no voting trust or other agreement or arrangement or understanding entered into by or binding upon its ultimate beneficial owners and their respective associates; and (ii) no obligation or entitlement of its ultimate beneficial owners and their respective associates as at the Latest Practicable Date, whereby it or he has or may have temporarily or permanently passed control over the exercise of the voting right in respect of its or his Shares to a third party, either generally or on a case-by-case basis.

CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from Wednesday, 26 August 2026 to Monday, 31 August 2026 (both days inclusive) for the purpose of determining the Shareholder's entitlement to attend and vote at the EGM.

In order to qualify for attending and voting at the EGM, all transfer documents, accompanied by the relevant share certificates, must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration no later than 4:30 p.m. on Tuesday, 25 August 2026. The record date for determining the eligibility of the Shareholders to attend and vote at the EGM will be Monday, 31 August 2026.

RECOMMENDATION

The Board considers that the terms of the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder are fair and reasonable and are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the resolution to be proposed at the EGM to approve the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder.

ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendices to this circular.

Completion of the respective transactions contemplated under the Finance Lease and Incidental Documentation is subject to (i) fulfillment (or waiver, if applicable) of certain conditions precedent; (ii) the passing of the resolution approving the Finance Lease and Incidental Documentation by the Shareholders at the EGM; and (iii) the early termination of the 2025 Previous Finance Lease Agreement, and therefore the New Finance Lease Arrangement may or may not materialise. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

Yours faithfully,
For and on behalf of the Board
New Concepts Holdings Limited
Zhu Yongjun
Chairman and Executive Director

I. FINANCIAL INFORMATION OF THE GROUP

Financial information of the Group for the year ended 31 March 2026 is disclosed in the announcement of the Company dated 29 June 2026. Financial information of the Group for each of the three years ended 31 March 2023, 2024 and 2025 are disclosed in the annual reports of the Company for the years ended 31 March 2023, 2024 and 2025, respectively, and there was no qualified audit opinion expressed on the consolidated financial statements of the Group for the three years ended 31 March 2023, 2024 and 2025.

The said annual results announcement and annual reports of the Group are published on both the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (http://www.primeworld-china.com/):

- announcement of the Company dated 29 June 2026 (hyperlink: https://www1.hkexnews.hk/listedco/listconews/sehk/2026/0629/2026062902653.pdf)
- annual report of the Company for the year ended 31 March 2023 published on 24 July 2023 (pages 81 to 235) (hyperlink: https://www1.hkexnews.hk/listedco/listconews/sehk/2023/0724/2023072400446.pdf);
- annual report of the Company for the year ended 31 March 2024 published on 16 July 2024 (pages 83 to 231) (hyperlink: https://www1.hkexnews.hk/listedco/listconews/sehk/2024/0716/2024071600082.pdf); and
- annual report of the Company for the year ended 31 March 2025 published on 30 July 2025 (pages 97 to 255) (hyperlink: https://www1.hkexnews.hk/listedco/listconews/sehk/2025/0730/2025073001234.pdf)

II. INDEBTEDNESS STATEMENT

At the close of business on 31 May 2026, being the latest practicable date for the purpose of ascertaining this indebtedness statement prior to the date of this circular, the Group had total borrowings of approximately HK$363.85 million, which comprised the following:

	Items	**Total amount** *(HK$ million)*	**Details**
(i)	Secured and guaranteed banking borrowings	126.40	HK$101.12 million is secured with a guarantee provided by an indirect wholly-owned subsidiary and personal guarantees from Mr. Zhu Yongjun, and charged by its land.
			HK$25.28 million is secured by a guarantee provided by an indirect wholly-owned subsidiary and personal guarantees.

	Items	Total amount (HK$ million)	Details
(ii)	Secured and guaranteed other borrowings	121.56	HK$108.56 million is secured by 100% equity interest, property, plant and equipment and BOT operating rights of Xuancheng Xichong Biological Technology Co., Ltd.* (宣城市西沖生物科技有限公司) and Hefei Feifan Bio Technology Co., Ltd.* (合肥非凡生物科技有限公司) (“**Hefei Plant**”). HK$13.00 million is secured by personal guarantee from Mr. Zhu Yongjun.
(iii)	Unsecured other borrowings	39.92	Nil
(iv)	Amounts due to related parties	74.01	HK$33.00 million is unsecured and interest-free; HK$41.01 million is unsecured and interest-bearing.
(v)	Lease liabilities	1.96	Nil
		363.85	

Contingent liabilities

As at 31 May 2026, the Group did not have any material contingent liabilities.

Save as aforesaid or as otherwise disclosed herein, and apart from intra-group liabilities, as at 31 May 2026, being the latest practicable date for determining indebtedness, the Group did not have any outstanding mortgages, charges, debentures, debt securities or other loan capital or bank overdrafts or loans or other similar indebtedness or finance lease commitments, liabilities under acceptances (other than normal trade bills) or acceptance credits or hire purchase commitments or guarantees or other material contingent liabilities, nor any authorised or otherwise created but unissued debt securities.

III. WORKING CAPITAL

As of 31 May 2026, the Group's current liabilities exceeded its current assets by approximately HK$114,127,000. These events and conditions indicates the existence of material uncertainties which may cast significant doubt about the Group's ability to continue as a going concern, and thus, the Group may not be able to realise its assets and discharge its liabilities in the normal course of business.

The Directors have given careful consideration to future liquidity and performance of the Group and its available sources. Certain measures have been taken to manage its liquidity needs and to improve its financial position which includes but not limited to:

i. The Group continues to implement cost-saving initiatives and enhance operational efficiency in order to improve profitability and future operating cash flows;

ii. The Group will continue to explore medium and long-term alternative financing and borrowing options at acceptable cost levels to support the settlement of its current financial obligations as well as its future operating and capital expenditure requirements;

iii. The Group will consider raising additional capital through fundraising activities as necessary to support its operations;

iv. The Group is engaging with creditors to seek extensions of repayment terms;

v. Efforts are being made to expedite the collection of outstanding receivables and implement strategies aimed at improving revenue and overall financial performance;

vi. The Group has unutilised standby facility of up to HK$20 million from a money lender company incorporated in Hong Kong, which will cover a period up to September 2027;

vii. On 29 June 2026, the Group obtained a credit facility with a maximum limit of RMB150 million granted by Hunan Tianxiang Financial Leasing Co., Ltd. (湖南天祥融資租賃有限公司) ("**Hunan Tianxiang**"), an independent third party, a finance lease company established in the Chinese Mainland. The financing lease facility cover a period up to 28 June 2027; and

viii. Active negotiations are ongoing with subcontractors to extend future payment due date for capital commitment obligations to a date later than 30 April 2028, following the completion of construction.

The Directors have reviewed a cash flow projection prepared by management, covering a period of not less than twelve months from 31 May 2026. Having considered the above plans and measures, the Directors are of the view that the Group will be able to generate sufficient working capital to support its operations and meet its financial obligations as and when they fall due in the next twelve months from the end of the date of this Circular. The Directors confirm that, after due and careful enquiry and taking into consideration the financial resources available to the Group, including banking facilities and other internal resources, the Group has sufficient working capital for at least 12 months from the date of this circular.

The Company has obtained the relevant confirmations as required under Rule 14.66(12) of the Listing Rules.

IV. MATERIAL ADVERSE CHANGE

The Directors confirm that, as at the Latest Practicable Date, there was no material adverse change in the financial or trading position of the Group since 31 March 2026, being the date to which the latest published audited consolidated financial statements of the Group were made up.

V. FINANCIAL AND TRADING PROSPECTS

The Group fully recognises a rising awareness of environmental protection among the government and residents in mainland China. The government is constantly introducing various incentive policies, aiming to continuously improve ecological conditions and encourage industrial development. As the country advances its "dual carbon" development strategy, the future trends in the environmental protection industry would not only shift from asset-based approaches to technological innovation but also integrate green and low-carbon emission concepts. This will promote carbon reduction, pollution control, and enhance sustainability.

Driven by these macroeconomic policies, the Group will further expand its existing environmental protection business (food waste treatment). At the same time, we will upgrade our technology in hopes of achieving further reductions in operating costs. In alignment with the development of the global carbon reduction market, our Group will invest more resources in the collection and deep processing of discarded edible oils, creating new revenue growth for the Group.

In the anode materials industry, apart from the increase in the production capacity by the existing major suppliers, there has been a continuous influx of numerous new suppliers. Additionally, the decline in raw material prices has led to an intense competition in the market for anode materials.

To maintain a competitive advantage, manufacturers will strengthen their own technologies and improve products quality. On the other hand, with the continuous increase in environmental protection awareness, energy efficiencies and risk factors, the upcoming global demand for new energy would continue to rise; thus, despite the challenges faced, the overall industry would still have a promising future.

Our Group has expanded into the new energy materials sector two years ago and has been actively deploying new energy materials through collaborating with upstream and downstream partners as well as local governments. The Group will carefully discuss with its partners to determine the timing for capacity investment based on market changes. Meanwhile, the Group's subsidiary, Shenzhen Huamingsheng, will further enhance its investment in product and technology research and development, aiming to gain a competitive advantage by improving its product performance.

The construction market in Hong Kong is facing challenges caused by persisting uncertainty in the economy and property market environment. During the Period, our construction business was inevitably affected by this slowdown of growth in the economy in Hong Kong. We expect that the competition in construction market remains very keen in 2026.

To ensure the sustainable development of the Group and fulfil the capital demands during the development, the Group took the initiative to expand its financing channels and enhance its funding capability including but not limited to issuing new shares and obtaining of loans financing from various domestic and international commercial banks so as to be well prepared for the future development of our projects.

As disclosed in the announcement of the Company dated 29 June 2026 in relation to, among other things, the annual results of the Group for the year ended 31 March 2026. The Group recorded net loss for the year ended 31 March 2026 in the sum of approximately HK$81.9 million, representing a decrease in net loss of HK$7.9 million as compared with the net loss of HK$89.8 million for the year ended 31 March 2025. In the coming years, the Company will continue to develop its existing businesses and continues to implement cost-saving initiatives and enhance operational efficiency in order to improve profitability and future operating cash flows of the Group.

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. DISCLOSURE OF INTERESTS

(a) Director's and chief executive's interests in the Company or its associated corporations

As at the Latest Practicable Date, the interests and short positions of the Directors or chief executives of the Company and their associates in the shares, underlying shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO), which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which the Directors or chief executive of the Company were deemed or taken to have under such provisions of the SFO) or which were required, pursuant to section 352 of the SFO, to be recorded in the register therein, or were required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules ("**Model Code**") were as follows:

Interests in Shares

Name of Director/ Chief Executive	Nature of interest	Number of Shares interested	Number of underlying shares interested	Aggregate interests	Approximate percentage of interests over the Shares *(Note 1)*
Mr. Zhu Yongjun	Interest in controlled corporation *(Note 3)*	8,137,200 (L)	—	8,137,200	3.55%
	Beneficial owner	10,540,000 (L)	50,000	10,590,000	4.62%
Mr. Pan Yimin	Beneficial owner	50,000 (L)	153,200	203,200	0.09%
Mr. Lo Chun Chiu, Adrian	Beneficial owner	—	50,000	50,000	0.02%
Dr. Tong Ka Lok	Beneficial owner	48,000 (L)	50,000	98,000	0.04%
Mr. Choy Wai Shek, Raymond, *MH, JP.*	Beneficial owner	120,000 (L)	50,000	170,000	0.07%

Notes:

1. The shareholding percentage in the Company is calculated on the basis of 229,303,213 Shares in issue as at the Latest Practicable Date.

2. The letter "L" denotes a long position in the Shares.

3. The 7,700,000 Shares are beneficially held by Jumbo Grand Enterprise Development Limited ("**Jumbo Grand**") and 437,200 Shares are beneficially by Excellent Point Asia Limited ("**Excellent Point**"). Mr. Zhu Yongjun owns 100% of the issued voting shares of Jumbo Grand and Excellent Point. As such, Mr. Zhu Yongjun is deemed or taken to be interested in all the Shares which are beneficially owned by Jumbo Grand and Excellent Point for the purpose of the SFO.

Interests in associated corporation

Name of Director/ Chief Executive	Name of associated corporation	Nature of interest	Number of shares held	Percentage of issued voting shares of associated corporation
Mr. Zhu Yongjun	Jumbo Grand	Interest in controlled corporation	10,000	100%
	Excellent Point	Interest in controlled corporation	50,000	100%

Save as disclosed above, as at the Latest Practicable Date, none of the Directors nor the chief executive of the Company had or was deemed to have any interests or short positions in the Shares, underlying shares or debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO) (i) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (iii) which were required to be notified to the Company and the Stock Exchange pursuant to the Model Code.

(b) Substantial Shareholders and other persons' interests in Shares and underlying Shares

As at the Latest Practicable Date, according to the register kept by the Company pursuant to section 336 of the SFO, and so far as is known to the Directors or chief executive of the Company, the following persons (other than a Director or chief executive of the Company) had, or was deemed to taken to have, an interest or short position in the Shares and underlying shares of the Company which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, was, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital, including options in respect of such capital:

Interests in Shares

Name of Shareholder	Nature of interest	Number of Shares interested	Approximate percentage of issued share capital of the Company *(Note 1)*
Yuan Heng Group International Co., Limited ("**Yuan Heng**") *(Note 2)*	Beneficial owner	15,972,400	6.97%
元亨企業管理(深圳)集團有限公司 *(Note 2)*	Interest in controlled corporation	15,972,400	6.97%
Mr. Lin Jiakuang *(Note 2)*	Interest in controlled corporation	15,972,400	6.97%

Notes:

1. The shareholding percentage in the Company is calculated on the basis of 229,303,213 Shares in issue as at the Latest Practicable Date.

2. The 15,972,400 Shares are legally and beneficially owned by Yuan Heng, a wholly-owned subsidiary of 元亨企業管理(深圳)集團有限公司, which is in turn wholly-owned by Mr. Lin Jiakuang. As such, Mr. Lin Jiakuang is deemed, or taken to be interested in all the Shares held by Yuan Heng by virtue of the SFO.

3. COMPETING INTERESTS

As at the Latest Practicable Date, none of the Directors or their respective close associates had any interests in businesses which compete or are likely to compete, either directly or indirectly, with the businesses of the Group, other than those businesses where the Directors were appointed as directors to represent the interests of the Company and/or the Group.

4. SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had entered or proposed to enter into a service contract with any member of the Group which is not determinable by the Group within one year without payment of compensation, other than statutory compensation.

5. INTERESTS IN CONTRACTS OR ARRANGEMENT

As at the Latest Practicable Date, there was no contract or arrangement subsisting in which any Director was materially interested and which was significant in relation to any business of the Group.

6. INTEREST IN ASSETS

As at the Latest Practicable Date, none of the Directors had any direct or indirect interest in any asset which, since 31 March 2026 (the date to which the latest published audited financial statements of the Group were made up), had been or were proposed to be acquired or disposed of by, or leased to, any member of the Group.

7. LITIGATION AND ARBITRATION

As at the Latest Practicable Date, no member of the Group was involved in any litigation or arbitration of material importance and no litigation or claim of material importance known to the Directors to be pending or threatened by or against any member of the Group.

8. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business of the Group) had been entered into by members of the Group within the two years immediately preceding the Latest Practicable Date and are or may be material:

(i) the acquisition agreement dated 29 August 2024 entered into between Shenzhen Huamingsheng Technology Co., Ltd.* (the "**Huamingsheng**") 深圳市華明勝科技有限公司, a non wholly-owned subsidiary of the Company, Shanghai Bakusi Superconducting New Materials Co., Ltd.* 上海巴庫斯超導新材料有限公司 and Zaozhuang High Energy New Materials Co., Ltd.* 棗莊高能新材料有限公司 (the "**JV Company**") in relation to the sale and purchase of the entire 30% equity interest in the JV Company;

(ii) the 2025 Previous Finance Lease and Incidental Documentation dated 18 March 2025 entered into between the Lessee and Jiangsu Financial Leasing Co., Ltd. (江蘇金融租賃股份有限公司);

(iii) the supplemental agreement dated 23 May 2025 entered into among Huamingsheng, Shandong Kangzhen Bio-technology Co., Ltd* (山東康震生物技術有限公司), Zaozhuang Shenglin Investment and Development Co., Ltd* (棗莊晟林投資開發有限公司) and the JV Company in relation to the contribution method of the non-cash contribution;

(iv) the investment agreement dated 24 June 2025 entered into between the Company and Haimen Economic and Technological Development Zone Management Committee* (海門經濟技術開發區管理委員會) in relation to the development of an urban biomass biorefining and carbon sequestration project in the Haimen Economic and Technological Development Zone;

(v) the subscription agreement dated 29 July 2025 entered into between the Company and Ms. Shen Ding, pursuant to which the subscriber conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue, an aggregate of 35,000,000 shares at a subscription price of HK$0.1 per share;

(vi) the subscription agreement dated 29 July 2025 entered into between the Company and Ms. Zhao Sumei, pursuant to which the subscriber conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue, an aggregate of 75,000,000 shares at a subscription price of HK$0.1 per share;

(vii) the subscription agreement dated 29 July 2025 entered into between the Company and Mr. Huang Zhijun, pursuant to which the subscriber conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue, an aggregate of 75,000,000 shares at a subscription price of HK$0.1 per share;

(viii) the subscription agreement dated 29 July 2025 entered into between the Company and Ms. Zhang Hongbing, pursuant to which the subscriber conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue, an aggregate of 36,500,000 shares at a subscription price of HK$0.1 per share;

(ix) the debt capitalisation agreement dated 25 August 2025 entered into between the Company and Mr. Zhu Yongjun ("**Mr. Zhu**"), the Chairman of the Board and an executive Director (the "**Capitalisation Agreement**"). Pursuant to the Capitalisation Agreement, the Company conditionally agreed to allot and issue, and Mr. Zhu conditionally agreed to subscribe for, a total of 10,000,000 capitalisation shares at a subscription price of HK$1.00 per share, in settlement of part of the outstanding sum owed by the Company to Mr. Zhu;

(x) the subscription agreement dated 25 September 2025 entered into between the Company and Mr. Si Zhaohai* pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 5,300,000 shares at the subscription price of HK$1.50 per share;

(xi) the subscription agreement dated 25 September 2025 entered into between the Company and Mr. Zuo Jiajin* pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 4,020,000 shares at the subscription price of HK$1.50 per share;

(xii) the subscription agreement dated 25 September 2025 entered into between the Company and Easy Trend Global Limited pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 1,600,000 shares at the subscription price of HK$1.50 per share;

(xiii) the subscription agreement dated 25 September 2025 entered into between the Company and Ms. Han Tongtong pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 700,000 shares at the subscription price of HK$1.50 per share;

(xiv) the subscription agreement dated 25 September 2025 entered into between the Company and Buffy Group (Hong Kong) International Holdings Management Co., Limited pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 8,950,000 shares at the subscription price of HK$1.50 per share;

(xv) the equity transfer agreement dated 26 November 2025 entered into between Yisheng (Tianjin) Environmental Technology Co., Ltd.* (宜升(天津)環境技術有限公司), an indirect wholly-owned subsidiary of the Company (the "**Purchaser**"), Xiamen Nuohongsheng Trading Co., Ltd.* (廈門諾鴻盛貿易有限公司) (the "**Vendor**"), Xiamen C&D Commodities Limited* (廈門建發物產有限公司), and Guangxi Ronghe Bioenergy Technology Co., Ltd.* (廣西融合生物能源科技有限公司) (the "**Target Company**") in relation to acquire from the Vendor 12% of the equity interest in the Target Company;

(xvi) the subscription agreement dated 23 December 2025 entered into between the Company and Beijing Xiangyi Asset Management Co., Ltd.*, pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 8,560,000 shares at the subscription price of HK$1.0 per share;

(xvii) the subscription agreement dated 23 December 2025 entered into between the Company and Bayannaoer Xuchuang Energy Co., Ltd.*, pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 8,560,000 shares at the subscription price of HK$1.0 per share;

(xviii) the subscription agreement dated 23 December 2025 entered into between the Company and Hainan Langsheng Metal Resources Co., Ltd.*, pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 8,560,000 shares at the subscription price of HK$1.0 per share;

(xix) the subscription agreement dated 23 December 2025 entered into between the Company and Zhuhai Hengqin Jiujia Project Management Company (Limited Partnership)*, pursuant to which the subscriber conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue an aggregate of 8,560,000 shares at the subscription price of HK$1.0 per share; and

(xx) the Finance Lease and Incidental Documentation.

9. GENERAL

(a) The company secretary of the Company is Ms. Chu Yin Yin, Georgiana, who is a fellow member of the Hong Kong Institute of Certified Public Accountants, the Association of the Chartered Certified Accountants and the Institute of Chartered Accountants in England and Wales.

(b) The registered office of the Company is situated at Windward 3, Regatta Office Park, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands.

(c) The headquarters, head office and principal place of business of the Company in Hong Kong is situated at Office B, 3/F, Kingston International Centre, 19 Wang Chiu Road, Kowloon Bay, Hong Kong.

(d) The Company's branch share registrar and transfer office in Hong Kong is Tricor Investor Services Limited at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong.

(e) In the event of any inconsistency, the English texts of the circular and the accompanying form of proxy shall prevail over their respective Chinese texts.

10. DOCUMENTS ON DISPLAY

The following documents are published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at http://www.primeworld-china.com/ for a period of not less than 14 days from the date of this circular:

(i) the material contracts referred to in the paragraph headed "8. Material Contracts" of this appendix; and

(ii) this circular.

* *For identification purpose only*

NEW CONCEPTS HOLDINGS LIMITED
創業集團(控股)有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2221)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HERE BY GIVEN that an extraordinary general meeting (the "**EGM**") of New Concepts Holdings Limited (the "**Company**") will be held at Office B, 3/F, Kingston International Centre, 19 Wang Chiu Road, Kowloon Bay, Hong Kong on Monday, 31 August 2026 at 10:30 a.m., to consider and, if thought fit, pass with or without amendments the following resolution as an ordinary resolution:

ORDINARY RESOLUTION

"**THAT**:

(a) the Finance Lease and Incidental Documentation (as defined in the circular of the Company dated 24 July 2026), copies of which are tabled at the EGM, and the respective transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one or more director(s) of the Company be and are hereby generally and unconditionally authorised to do all such acts and things, to sign and execute all such documents for and on behalf of the Company as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder, and to make and agree to make such variations of the terms of the Finance Lease and Incidental Documentation as they may in their discretion consider to be appropriate, necessary or desirable and in the interests of the Company and its shareholders as a whole."

By the order of the Board
New Concepts Holdings Limited
Mr. Zhu Yongjun
Chairman and Executive Director

Hong Kong, 24 July 2026

Registered office:
Windward 3
Regatta Office Park
PO Box 1350
Grand Cayman
KY1-1108
Cayman Islands

Headquarters, head office and principal place of business in Hong Kong:
Office B, 3/F
Kingston International Centre
19 Wang Chiu Road
Kowloon Bay
Hong Kong

Notes:

1. Any member entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and, on a poll, vote in his stead. A member holding two or more Shares may appoint more than one proxy. A proxy need not be a member of the Company.

2. In order to be valid, a form of proxy together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof, must be deposited at the offices of the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong at least 48 hours before the time for holding the above meeting.

3. In the case of joint holders of a share (a "**Share**") of the Company, any one of such persons may vote at the meeting either in person or by proxy, in respect of such Share as if he/she were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

4. The record date for determination of entitlements of the members of the Company to attend and vote at the EGM will be on Monday, 31 August 2026. The register of members of the Company will be closed from Wednesday, 26 August 2026 to Monday, 31 August 2026 (both days inclusive) for determining Shareholders' entitlement to attend and vote at the EGM, during which no transfer of Shares will be registered. In order to qualify for attending and voting at the EGM, all completed transfer forms, accompanied by the relevant share certificates, have to be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong for registration, not later than 4:30 p.m. on Tuesday, 25 August 2026.

5. Delivery of an instrument appointing a proxy shall not preclude a shareholder from attending and voting in person at the EGM and in such event, the instrument appointing a proxy shall be deemed to be revoked.

6. If Typhoon Signal No. 8 or above, or "extreme conditions" caused by super typhoons, or a "black" rainstorm warning is in effect any time after 7:30 a.m. on the date of the EGM, the meeting will be postponed. The Company will publish an announcement on the website of the Company at http://www.primeworld-china.com/ and on the website of the Stock Exchange at www.hkexnews.hk to notify Shareholders of the date, time and venue of the rescheduled meeting.

7. As at the date of this notice, the executive Directors are Mr. Zhu Yongjun and Mr. Pan Yimin; and the independent non-executive Directors are Ms. Du Yun, Mr. Lo Chun Chiu, Adrian, Dr. Tong Ka Lok and Mr. Choy Wai Shek, Raymond, *MH, JP*.