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## **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 ARRANGEMENT**

#### **BACKGROUND**

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.

#### **NEW FINANCE LEASE ARRANGEMENT**

The Board would like to announce that 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) Guarantor C executed the Guarantee III; (iv) Guarantor D 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.

### **LISTING RULES IMPLICATIONS**

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.

A circular containing, among other things, further information on the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder and other information as required under the Listing Rules is expected to be despatched to the Shareholders on or before 17 July 2026, as additional time is required for the Company to prepare and finalise certain information required for inclusion in the circular.

**Completion of the respective transactions contemplated under the Finance Lease and Incidental Documentation is subject to fulfillment (or waiver, if applicable) of certain conditions precedent 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.**

### **BACKGROUND**

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.

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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) Guarantor C executed the Guarantee III; (iv) Guarantor D 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:-

|                | <b>Transfer Agreement</b>  | <b>Finance Lease Agreement</b>                                      |
|----------------|--|---|
| <b>Date:</b>   | 29 May 2026  | 29 May 2026   |
| <b>Parties</b> | (i) Wanjiang Leasing<br>(as purchaser); and<br>(ii) Lessee (as vendor) | (i) Wanjiang Leasing<br>(as lessor); and<br>(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

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.

### **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 date of this announcement, the net book value of the Leased Assets was approximately RMB104.83 million.

The Lessee shall be responsible for keeping the Leased Assets in good condition, and bear any repair, maintenance, and other costs so incurred.

### **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 Lessee having provided the decision consenting the Lessee not distributing dividends to its shareholders during the lease term stipulated under the Financing Lease Agreement;
- (x) The Lessee having assisted Wanjiang Leasing to obtain the Guarantee IV duly executed by Guarantor D;
- (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 Financing Lease Agreement into the account designated by Wanjiang Leasing.

As at the date of this announcement, save for payment conditions i, ii(a), iii(a), iv(a), v, vi(b), vii, viii, ix and x 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 the original cost of the Leased Assets of RMB165.25 million and their state of condition.

#### **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 RMB2.92 million 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.

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.

## **Security deposit**

The Lessee shall pay Wanjiang Leasing an interest-free security deposit of RMB3.50 million in full on the commencement date of the lease period.

## **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.

## **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.

## **GUARANTEES, ASSETS CHARGE, 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) Guarantor C executed the Guarantee III; (iv) Guarantor D 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.

### **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 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 terms of the Guarantee III, 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 terms of the Guarantee IV, Guarantor D 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.

### **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.

### **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.

### **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 arising, 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.

### **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.

## **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 date of this announcement, 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.

Guarantor C (i.e. 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 D 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 date of this announcement, 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.

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.

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.

After deducting the incidental costs attributable to the New Finance Lease Arrangement, the Group will receive net proceeds of approximately RMB69.50 million under the New Finance Lease Arrangement. It is expected that the net proceeds will be used for the repayment of debts and the general working capital of the Group.

#### **LISTING RULES IMPLICATION**

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.

A circular containing, among other things, further information on the Finance Lease and Incidental Documentation and the respective transactions contemplated thereunder and other information as required under the Listing Rules is expected to be despatched to the Shareholders on or before 17 July 2026, as additional time is required for the Company to prepare and finalise certain information required for inclusion in the circular.

**Completion of the respective transactions contemplated under the Finance Lease and Incidental Documentation is subject to fulfillment (or waiver, if applicable) of certain conditions precedent 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.**

## **DEFINITIONS**

Unless the context otherwise requires, capitalised terms used in this announcement shall have the following meanings:

|  |  |
|--|--|
| “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 the 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% interests of two bank accounts 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 Agreement, which comprised certain designated kitchen waste treatment equipment and facilities of the Lessee situated in Hefei, Anhui Province, the PRC  |

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|--|---|
| “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  |
| “Assets Charges”                             | 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(s)”                            | any day(s) other than a Saturday, Sunday or statutory holiday in the PRC  |
| “Company” or “Guarantor C”                   | 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  |
| “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  |

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|--------------------------------|---|
| “Guarantees”                   | collectively, the Guarantee I, Guarantee II, Guarantee III and Guarantee IV   |
| “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 Jiangsu 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 D in favour of Jiangsu Leasing as security for the due and punctual performance of the Lessee’s obligations under the Finance Lease and Incidental Documentation  |
| “Guarantors”                   | collectively, the Guarantor A, the Guarantor B, the Guarantor C and the Guarantor D   |
| “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 D”                  | Mr. Zhu Yongjun, the chairman of the Board and an executive Director  |
| “Hong Kong”                    | the Hong Kong Special Administrative Region of the PRC  |
| “Independent Third Party(ies)” | 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 |

|                                  |   |
|----------------------------------|---|
| “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 Documentations   |
| “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 announcement 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   |
| “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)  |
| “Stock Exchange”                 | The Stock Exchange of Hong Kong Limited   |
| “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                                 |

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| “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 |
| “HK\$”                                      | Hong Kong Dollar, the lawful currency of Hong Kong   |
| “RMB”                                       | Renminbi, the lawful currency of the PRC   |
| “%”   | per cent   |

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

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

Hong Kong, 29 May 2026

*As at the date of this announcement, 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.*