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HING YIP HOLDINGS LIMITED

興業控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 00132)

DISCLOSEABLE TRANSACTION ENTERING INTO A FINANCE LEASE AS THE LESSOR

On 20 February 2025, Greengold Leasing, a subsidiary of the Company, entered into the Finance Lease with the Lessees, to obtain the ownership of the Assets from the Lessees at a consideration of RMB35,000,000 (equivalent to approximately HK\$37,380,000), which would be leased back to the Lessees for their use and possession for a term of 3 years.

As one of the applicable percentage ratios for the transactions contemplated under the Finance Lease and Incidental Documentation exceeds 5% but all of them are less than 25%, the entering into of the Finance Lease and Incidental Documentation constitutes a discloseable transaction for the Company under the Listing Rules.

THE FINANCE LEASE AND INCIDENTAL DOCUMENTATION

The Board is pleased to announce that Greengold Leasing entered into the Finance Lease and Incidental Documentation, the principal terms of which are as follows:–

Date of the Finance Lease:

20 February 2025

The Finance Lease will take effect upon compliance of the applicable requirements of the Listing Rules by the Company.

Parties:

- (1) Greengold Leasing, a subsidiary of the Company, as the lessor;
- (2) the Lessees; and

(3) the Guarantors (in relation to the relevant guarantees) and the Pledgors (in relation to the relevant pledges).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Lessees, the Guarantors, the Pledgors and their ultimate beneficial owners are Independent Third Parties.

Transfer of Assets and consideration

Greengold Leasing will be transferred the unencumbered ownership of the Assets from the Lessees on an "as-is" basis at the consideration of RMB35,000,000 (equivalent to approximately HK\$37,380,000) in cash, payable within 12 months from the date of the Finance Lease. The transfer agreement was entered into between Greengold Leasing and the Lessees on the date of the Finance Lease, effecting the terms of the Finance Lease in relation to the above-mentioned transfer of the Assets from the Lessees to Greengold Leasing.

Such consideration or financing amount was determined following arm's length negotiations by the parties to the Finance Lease with reference to the original cost of the Assets of approximately RMB35,524,000 (equivalent to approximately HK\$37,940,000), and their state including serviceable condition and depreciable life, which were reviewed by Greengold Leasing's experienced leasing team. The consideration amount for the transfer of ownership of the Assets will be funded through the internal resources of the Group and/or external banking facilities.

Lease period

Greengold Leasing will lease back the Assets to the Lessees for their use and possession for a term of 3 years commencing from the day the consideration for the Assets transfer has been paid by Greengold Leasing.

Payments under the Finance Lease

The total amount of payments for the Finance Lease is approximately RMB39,450,000 (equivalent to approximately HK\$42,133,000), comprising (a) the lease principal payment of RMB35,000,000 (equivalent to approximately HK\$37,380,000) and (b) the aggregate lease interest and other fees and expenses under the Incidental Documentation of approximately RMB4,450,000 (equivalent to approximately HK\$4,753,000). Both the lease principal and interest will be paid quarterly over the lease period.

The terms of the Finance Lease, including the lease principal and interest, were determined after arm's length negotiations between the parties to the Finance Lease with reference to the lending and interest rate environment including the loan prime rate published by the National Interbank Funding Center from time to time (for reference purpose, the prevailing loan prime rate was 3.1% as at the date of the Finance Lease), and adjustments taking into account the principal amount of the Finance Lease and availability of funds, the interest risk of financing and servicing costs over the lease period, the credit risks associated and the overall return target and risk tolerance of the Group for the Finance Lease on a case by case basis.

Termination and transfer of the Assets to the Lessees

The Lessees may terminate the Finance Lease provided that all outstanding amounts due thereunder and a compensation equivalent to RMB50,000 (equivalent to approximately HK\$53,400) or 30% of the lease interest amount of that instalment (whether has been paid or not) as at the time of early termination, whichever is lower, have been settled. At the end of the lease period or in the event of an early termination of the Finance Lease, subject to the settlement of all outstanding amounts due, the Lessees had agreed to purchase the Assets at a nominal purchase price of RMB100 (equivalent to approximately HK\$106.8).

Guarantee deposit

The Lessees will pay an interest-free deposit of RMB1,050,000 (equivalent to approximately HK\$1,121,000) to Greengold Leasing on the same day the consideration for the Assets transfer has been paid by Greengold Leasing to secure their payment obligations under the Finance Lease.

Guarantees

The Guarantors had executed guarantees on the date of the Finance Lease guaranteeing Greengold Leasing, effectively on a joint and several basis, the due and punctual settlement of any and all amount payable by the Lessees under the Finance Lease.

Pledges

Pursuant to the asset pledge agreement entered into between Greengold Leasing and the Lessees on the date of the Finance Lease, although the ownership of the Assets shall be transferred to Greengold Leasing as lessor as part of the Finance Lease, the Assets are treated as security of payment obligations of the Lessees under the Finance Lease and the Lessees may continue to utilize the Assets during the lease term.

Each of Pledgor 1, Pledgor 2 and Pledgor 3 had executed a receivables pledge agreement in favour of Greengold Leasing, pledging their respective rights in receivables from provision of medical and elderly care services and sale of medicines as security of the Lessees' payment obligations under the Finance Lease.

In addition, Guarantor 5 had executed an equity pledge agreement in favour of Greengold Leasing, pledging 30% of its shareholding interests in Longgang Water, for a term of 4 years, as security of the Lessees' payment obligations under the Finance Lease.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE AND INCIDENTAL DOCUMENTATION

The entering into of the Finance Lease and Incidental Documentation is part of Greengold Leasing's ordinary and usual course of business and is expected to provide a stable revenue and cashflow to the Group.

The Directors consider that the Finance Lease and Incidental Documentation and the transactions contemplated thereunder are on normal commercial terms which are made on an arm's length basis and are fair and reasonable and in the best interests of the Group and the Shareholders as a whole.

INFORMATION ON THE ASSETS

The Assets comprise certain designated equipment and facilities of electricity supply and distribution and health operation of the Lessees situated in Hefei City, Anhui Province, the PRC.

The Lessees will bear any maintenance, taxation and other costs and levies associated with the Assets.

LISTING RULES IMPLICATION

As one of the applicable percentage ratios for the transactions contemplated under the Finance Lease and Incidental Documentation exceeds 5% but all of them are less than 25%, the entering into of the Finance Lease and Incidental Documentation constitutes a discloseable transaction for the Company under the Listing Rules.

PRINCIPAL BUSINESSES OF THE PARTIES

The Group

The Group is principally engaged in wellness elderly care business as the principal direction, with the strategic support of finance leasing, technology and civil explosives businesses. Through its joint ventures and associated companies, the Group also invests in fast growing sectors, such as electric utilities in the PRC.

Greengold Leasing

Greengold Leasing is a subsidiary of the Company, which is principally engaged in the provision of financing, including through finance leasing, with a focus on environmental protection projects in the PRC.

The Lessees

Lessee 1 is a limited liability company established in the PRC and is principally engaged in operation, management and consultation of health, medical care and elderly care industry.

Lessee 2 is a private non-enterprise institution* (民辦非企業單位) established in the PRC and is principally engaged in medical service.

The Guarantors and the Pledgors

Guarantor 1, Guarantor 2 and Guarantor 3 are natural persons.

Guarantor 4 is a limited liability company established in the PRC and is principally engaged in investments and asset management.

Guarantor 5 is a limited liability company established in the PRC and is principally engaged in investments and asset management.

Guarantor 6 is a limited liability company established in the PRC and is principally engaged in operation, management and consultation of health, medical care and elderly care industry.

Pledgor 1 is a limited liability company established in the PRC and is principally engaged in nursing and elderly care services.

Pledgor 2 is a private non-enterprise institution* (民辦非企業單位) established in the PRC and is principally engaged in medical care services.

Pledgor 3 is a private non-enterprise institution* (民辦非企業單位) established in the PRC and is principally engaged in elderly care and nursing services.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following terms have the meanings as respectively ascribed below:

“Assets”	shall have the meaning as disclosed in the section headed “INFORMATION ON THE ASSETS” in this announcement
“Board”	the board of Directors of the Company
“Company”	Hing Yip Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00132)
“Director(s)”	the director(s) of the Company
“Finance Lease”	the finance lease agreement dated 20 February 2025 entered into between Greengold Leasing and the Lessees in relation to the transfer of ownership and lease back of the Assets
“Greengold Leasing”	Canton Greengold Financial Leasing Ltd.*(廣東綠金融資租賃有限公司), a company incorporated in the PRC with limited liability and a subsidiary of the Company
“Group”	the Company and its subsidiaries
“Guarantor 1”	Sun Bin* (孫斌), a Chinese individual
“Guarantor 2”	Chen Lin* (陳林), a Chinese individual
“Guarantor 3”	Sun Jing* (孫靜), a Chinese individual

“Guarantor 4”	Anhui Jingan Investment Group Co., Ltd.*(安徽靜安投資集團有限公司), a company incorporated in the PRC with limited liability, which is held as to 60% by Guarantor 1, 20% by Guarantor 3 and 20% by Sun An* (孫安), and all being Independent Third Parties
“Guarantor 5”	Anhui Jingan Properties Co., Ltd.*(安徽靜安置業有限公司), a company incorporated in the PRC with limited liability, which is held as to 50% by Guarantor 4, 30% by Guarantor 1 and 20% by Guarantor 3, and all being Independent Third Parties
“Guarantor 6”	Anhui Jingan Health Industry Development Co., Ltd.*(安徽靜安健康產業發展股份有限公司), a company incorporated in the PRC with limited liability, which is held as to 91.5% by Guarantor 4, 7% by Hefei Jingbang Health Management Consulting Service Center (合肥靜邦健康管理諮詢服務中心)(being held as to 60% by Sun An* (孫安) and 40% by Tian Tian*(田田)) and 1.5% by Ye Yide* (葉宜德), and all being Independent Third Parties
“Guarantors”	collectively, Guarantor 1, Guarantor 2, Guarantor 3, Guarantor 4, Guarantor 5 and Guarantor 6
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong Dollar, the lawful currency of Hong Kong
“Incidental Documentation”	the agreements incidental to the Finance Lease, including the transfer agreement, the consultancy agreement, the guarantees, the asset pledge agreement, the receivables pledge agreements and the equity pledge agreement
“Independent Third Party(ies)”	(an) independent third party(ies) not connected with the Group and any Director, chief executive or substantial shareholder of the Group or any of its subsidiaries or their respective associate of any of them as defined in the Listing Rules
“Lessee 1”	Anhui Jingan Health Operation Management Co., Ltd.*(安徽省靜安健康運營管理有限公司), a company incorporated in the PRC with limited liability, which is held as to 49% by Guarantor 5, 41% by Guarantor 6 and 10% by Beijing Huicheng Xingye Investment Co., Ltd.*(北京惠城興業投資有限公司) which is held as to 96.7% by Guarantor 4, 1.7% by Dou Weizhou* (竇維周) and 1.6% by Sun An* (孫安), and all being Independent Third Parties

“Lessee 2”	Anhui Jingan Integrated Traditional Chinese and Western Medicine Hospital*(安徽靜安中西醫結合醫院), a private non-enterprise institution* (民辦非企業單位) established in the PRC, which is wholly owned by Guarantor 6, and being an Independent Third Party
“Lessees”	collectively, Lessee 1 and Lessee 2
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Longgang Water”	Hefei Longgang Water Co., Ltd. *(合肥龍崗自來水有限公司), a company incorporated in the PRC with limited liability, which is held as to 30% by Guarantor 5 and 70% indirectly by Beijing Enterprises Water Group Limited, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 371), and all being Independent Third Parties
“Pledgor 1”	Hefei Jingan Yangqin Chunhui Nursing Home Co., Ltd.*(合肥靜安養親春暉護理院有限公司), a company incorporated in the PRC with limited liability, which is wholly owned by Guarantor 6, and being an Independent Third Party
“Pledgor 2”	Hefei Jingan Nursing Home*(合肥靜安養親護養院), a private non-enterprise institution* (民辦非企業單位) established in the PRC, which is wholly owned by Guarantor 6, and being an Independent Third Party
“Pledgor 3”	Hefei Yaohai Jingan Nursing Home*(合肥瑤海靜安養親護養院), a private non-enterprise institution* (民辦非企業單位) established in the PRC, which is wholly owned by Guarantor 6, and being an Independent Third Party
“Pledgors”	collectively, Pledgor 1, Pledgor 2 and Pledgor 3
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

On behalf of
Hing Yip Holdings Limited
HE Xiangming
Chairman

Hong Kong, 20 February 2025

As at the date of this announcement, the Board consists of two executive Directors, namely Mr. HE Xiangming (Chairman) and Mr. FU Weiqiang (President), one non-executive Director, namely Mr. SHI Xuguang and three independent non-executive Directors, namely Mr. CHAN Kwok Wai, Mr. PENG Xinyu and Ms. LIN Junxian.

For the purpose of this announcement, amounts denominated in RMB have been translated into HK\$ at the indicative exchange rate of RMB1 = HK\$1.068.

** For identification purpose only*