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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a 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 The Cross-Harbour (Holdings) Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.



THE CROSS-HARBOUR (HOLDINGS) LIMITED

港通控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 32)

**RE-ELECTION OF RETIRING DIRECTORS
GENERAL MANDATES TO REPURCHASE AND ISSUE SHARES
ADOPTION OF NEW SHARE OPTION SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the annual general meeting of The Cross-Harbour (Holdings) Limited to be held physically at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Monday, 19 May 2025 at 10:15 a.m. is set out on pages 28 to 32 of this circular.

If you do not intend to attend the above meeting or any adjournment thereof, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof, as the case may be, to the Company's share registrar and transfer office, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the meeting or any adjournment thereof should you so desire and in such event, the proxy appointment will be regarded as revoked.

No corporate gifts or refreshments will be provided at the AGM.

17 April 2025

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DEFINITIONS

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

“Adoption Date”	19 May 2025 (the date on which the New Share Option Scheme is conditionally adopted by resolution of the Shareholders in the AGM)
“AGM”	the annual general meeting of the Company to be convened physically at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Monday, 19 May 2025 at 10:15 a.m.
“associate”	shall have the same meaning ascribed to it under the Listing Rules
“Articles”	the articles of association of the Company
“Audit Committee”	the audit committee of the Company established as a committee of the Board
“Board”	the board of Directors or (where the context so permits) a duly authorised committee thereof for the time being
“Business Days”	shall have the same meaning ascribed to it under the Listing Rules
“Buy-back Mandate”	a general and unconditional mandate proposed to be granted to the Directors to exercise all the powers of the Company to repurchase Shares set out as Ordinary Resolution No. 5(A) in the Notice of AGM
“chief executive”	shall have the same meaning ascribed to it under the Listing Rules
“close associate”	shall have the same meaning ascribed to it under the Listing Rules
“Companies Ordinance”	Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Company”	The Cross-Harbour (Holdings) Limited, a company incorporated in Hong Kong with limited liability with Shares listed on the Main Board of the Stock Exchange (Stock Code: 32)
“connected persons”	shall have the same meaning ascribed to it under the Listing Rules
“controlling shareholder”	shall have the same meaning ascribed to it under the Listing Rules
“core connected persons”	shall have the same meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Employee”	any full-time employee employed by the Company and its subsidiaries
“Executive Committee”	the executive committee of the Company established as a committee of the Board

DEFINITIONS

“Existing Share Option Scheme”	the share option scheme of the Company adopted on 21 May 2015
“Exercise Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option
“Extension Mandate”	a general mandate proposed to be granted to the Directors to extend the number of Shares which may be allotted and issued by the Directors under the Issue Mandate by such number of Shares that are repurchased by the Company under the Buy-back Mandate set out as Ordinary Resolution No. 5(C) in the Notice of AGM
“Grantee”	any Participant who accepts an Offer, or (where the context so permits) a person who is entitled to any such Option in consequence of the death or disability of the original Grantee, in accordance with the provisions of the New Share Option Scheme
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Issue Mandate”	a general and unconditional mandate proposed to be granted to the Directors to exercise all the powers of the Company to allot and issue Shares set out as Ordinary Resolution No. 5(B) in the Notice of AGM
“Latest Practicable Date”	14 April 2025, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular
“Listing Rules”	the rules governing the listing of securities made by the Stock Exchange
“New Share Option Scheme”	the share option scheme which is proposed to be adopted by the Company at the AGM, the principal terms of which are set out in Appendix III to this circular
“Nomination Committee”	the nomination committee of the Company established as a committee of the Board
“Notice of AGM”	the notice convening the AGM set out on pages 28 to 32 of this circular
“Offer”	the offer of the grant of an Option made in accordance with the provisions of the New Share Option Scheme
“Offer Date”	date of the Offer Letter

DEFINITIONS

“Offer Letter”	a document containing an Offer to a Participant pursuant to the terms and conditions of the New Share Option Scheme
“Option”	a right to subscribe for Shares pursuant to the provisions of the New Share Option Scheme
“Option Period”	a period to be determined by the Board in its absolute discretion as being the period during which an Option may be exercised, such period to expire not later than 10 years from the date of grant of the Option
“Other Schemes”	schemes involving the grant of awards or options over Shares of the Company, other than the New Share Option Scheme
“Participant”	any director of the Company or any of its subsidiaries or any Employee, including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts or service contracts with any of such companies
“Relevant Company”	the relevant company within the Group
“Remuneration Committee”	the remuneration committee of the Company established as a committee of the Board
“Scheme Mandate Limit”	the maximum number of Shares which may be issued (including any Treasury Shares which may be transferred, as applicable) in respect of all options and awards to be granted pursuant to the New Share Option Scheme and any Other Schemes (if any) in aggregate, being 10% of the Shares in issue as at the Adoption Date (excluding any Treasury Shares, if any)
“Scheme Period”	10 years commencing on the Adoption Date
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	the ordinary share(s) in the Company
“Shareholder(s)”	holder(s) of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	shall have the same meaning ascribed to it under the Listing Rules
“Takeover Code”	the Code on Takeovers and Mergers published by the Securities and Futures Commission of Hong Kong
“Treasury Shares”	shall have the same meaning ascribed to it under the Listing Rules
“\$”	the Hong Kong dollar
“%”	per cent

References to time and dates in this circular are to Hong Kong time and dates.

LETTER FROM THE BOARD



THE CROSS-HARBOUR (HOLDINGS) LIMITED

港 通 控 股 有 限 公 司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 32)

Executive Director

CHEUNG Chung Kiu (*Chairman*)

YEUNG Hin Chung, John (*Managing Director*)

YUEN Wing Shing

WONG Chi Keung

LEUNG Wai Fai

TUNG Wai Lan, Iris

Registered Office

25th Floor, China Resources Building

26 Harbour Road

Wanchai

Hong Kong

Independent Non-executive Director

NG Kwok Fu

LEUNG Yu Ming, Steven

WONG Lung Tak, Patrick

17 April 2025

To Shareholders

Dear Sir or Madam,

**RE-ELECTION OF RETIRING DIRECTORS
GENERAL MANDATES TO REPURCHASE AND ISSUE SHARES
ADOPTION OF NEW SHARE OPTION SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

1. INTRODUCTION

The purpose of this circular is to give you the Notice of AGM and information regarding the following proposals to be put forward for Shareholders' approval in the AGM: (i) the re-election of retiring Directors; (ii) the grant of the Buy-back Mandate, the Issue Mandate and the Extension Mandate; and (iii) the adoption of the New Share Option Scheme.

LETTER FROM THE BOARD

2. RE-ELECTION OF RETIRING DIRECTORS

The Board currently consists of six Executive Directors namely Mr. Cheung Chung Kiu (“Mr. Cheung”), Mr. Yeung Hin Chung, John, Mr. Yuen Wing Shing, Mr. Wong Chi Keung (“Mr. Wong”), Mr. Leung Wai Fai (“Mr. Leung”) and Ms. Tung Wai Lan, Iris and three Independent Non-executive Directors namely Mr. Ng Kwok Fu, Mr. Leung Yu Ming, Steven and Mr. Wong Lung Tak, Patrick.

In accordance with Article 82 of the Articles, Mr. Cheung, Mr. Wong and Mr. Leung shall retire from office by rotation at the AGM. The above retiring Directors, being eligible, have offered themselves for re-election.

The Nomination Committee has considered the suitability of Mr. Cheung, Mr. Wong and Mr. Leung for re-appointment as Directors against the criteria described in the nomination and board diversity policies adopted by the Company, and has formed the view that they continue to contribute effectively to the operation of the Board and are committed to their roles. The Nomination Committee has therefore recommended, and the Board has accepted the Nomination Committee’s recommendation of, the re-appointment of each of Mr. Cheung, Mr. Wong and Mr. Leung as an Executive Director by means of a separate resolution to be voted on by Shareholders in the AGM.

Particulars of Mr. Cheung, Mr. Wong and Mr. Leung are set out in Appendix I to this circular.

3. GENERAL MANDATES TO REPURCHASE AND ISSUE SHARES

At the last annual general meeting of the Company, held on 20 May 2024, the Directors were granted a general mandate to allot, issue and otherwise deal with Shares and a general mandate to repurchase Shares. These mandates expire at the conclusion of the AGM. The Directors propose to seek your approval at the AGM for the grant of:

- (a) the Buy-back Mandate to repurchase Shares up to a maximum of 10% of the Shares in issue as at the date of the relevant resolution (excluding any Treasury Shares, if any);
- (b) the Issue Mandate to issue Shares up to a maximum of 20% of the Shares in issue as at the date of the relevant resolution (excluding any Treasury Shares, if any); and
- (c) the Extension Mandate.

On the basis of 372,688,206 Shares in issue as at the Latest Practicable Date and assuming that no Shares would be issued and/or repurchased by the Company between the Latest Practicable Date and the date of the AGM, if the Issue Mandate referred to above is exercised in full, it will result in the Directors being authorised to issue, allot and deal with a maximum of 74,537,641 Shares.

An explanatory statement on the Buy-back Mandate is set out in Appendix II to this circular.

LETTER FROM THE BOARD

4. ADOPTION OF NEW SHARE OPTION SCHEME

The Existing Share Option Scheme was adopted by the Company on 21 May 2015. No options have been granted under the Existing Share Option Scheme since its adoption and up to the Latest Practicable Date. The Board has no plans to grant any options under the Existing Scheme prior to the AGM. The Existing Share Option Scheme will expire on 21 May 2025.

In light of the impending expiry of the Existing Share Option Scheme, the Company proposes to adopt the New Share Option Scheme, which will take effect upon the passing of relevant ordinary resolution(s) by the Shareholders at the AGM. After the adoption of the New Share Option Scheme and prior to granting any Options to the Participants, the Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the new Shares to be issued upon the exercise of the Options to be granted.

Scheme Mandate Limit

As at the Latest Practicable Date, the Company had a total of 372,688,206 Shares in issue, and the Company does not hold any Treasury Shares. Subject to the passing of the relevant resolution at the AGM, and on the basis that no further Shares would be issued and/or repurchased by the Company between the Latest Practicable Date and the date of the AGM, Options to subscribe for up to 37,268,820 Shares, representing 10% of the issued Shares as at the date of the AGM (excluding Treasury Shares, if any), may be issued (including any Treasury Shares which may be transferred, as applicable) under the New Share Option Scheme and any Other Schemes pursuant to the Listing Rules.

Purpose

The purpose of the New Share Option Scheme is to provide the Company with a flexible means of incentivizing, rewarding, remunerating, compensating, and/or providing benefits to the Participants in the interest of the long-term growth of the Group.

Participants

The Participants of the New Share Option Scheme include any director of the Company or any of its subsidiaries or any Employee, including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts or service contracts with any of such companies.

In determining the eligibility of the Participant, the factors in assessing whether any Participant is eligible include: (i) the performance of such Participants; (ii) their time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (iii) their length of engagement with the Group; (iv) their contribution or potential contribution to the development and growth of the Group; (v) alignment of interests with Shareholders; and (vi) retention and motivation potential for granting Options to the relevant Participant.

LETTER FROM THE BOARD

As at the Latest Practicable Date, the Company has not formulated any plan or intention to grant any Option to the independent non-executive Directors under the New Share Option Scheme. However, having considered that (i) equity-based remuneration continues to be an important means of ensuring alignment between the interests of Shareholders and all Board members, including the independent non-executive Directors; (ii) it is common to include independent non-executive Directors as eligible persons of share option schemes among public companies; and (iii) independent non-executive Directors may provide crucial contributions to the Group's development and business in providing valuable insight and advices to the Company with their deep industry knowledge and professional background, as well as their vital role in maintaining a sound corporate governance framework and supervising the internal control system within the Group, the Board believes the inclusion of independent nonexecutive Directors as Participants and the flexibility to grant Options to the independent non-executive Directors in addition to cash-based incentives will allow the Company to keep its remuneration package competitive in order to attract and retain talents.

The Company is of the view that the independence and impartiality of the independent non-executive Directors will not be impaired by any potential grant of the Options under the New Share Option Scheme for the following reasons: (i) the independent non-executive Directors will continue to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) approval by independent Shareholders will be required if any Option is to be granted to independent non-executive Directors or any of their respective associates would result in the total number of Shares issued and to be issued in respect of all options and awards granted to such person in the 12-month period up to and including the date of the grant representing in aggregate over 0.1% of the Shares in issue (excluding Treasury Shares, if any); and (iii) the Board will be mindful of the recommended best practice E.1.9 of the corporate governance code set out in Appendix C1 to the Listing Rules which recommends that issuers should generally not grant equity-based remuneration with performance-related elements to independent non-executive directors when considering any future grants of Options to the independent non-executive Directors.

The Board (including the independent non-executive Directors) is of the view that, given the performance of the Group depends on both the management and oversight of the Board and the contributions of its employees, the inclusion of directors and employees of the Company or any of its subsidiaries as Participants is in line with the purposes of the New Share Option Scheme, and is fair and reasonable and in the long-term interests of the Company and the Shareholders as a whole.

Grant of Options

The Board may, on a case-by-case basis when offering the grant of an Option, impose any conditions, restrictions or limitations in relation thereto in addition to those expressly set forth in the New Share Option Scheme as it may think fit, including, inter alia, the vesting period of the Options, the performance targets which must be achieved before an Option can be exercised under the terms of the New Share Option Scheme. The vesting period for the Options under the New Share Option Scheme shall be at least twelve (12) months.

Save as may be determined by the Board and provided in the Offer Letter, there is no performance target attached to the Options. Where no performance targets are to be imposed upon Grantee in the relevant Offer, the Board would have considered the Grantee's past contributions to the Group in determining the grant of the Options to such Grantee which would serve as a reward to the Grantee for his/her past contributions to the Group and help to maintain high-calibre employees in the Group.

LETTER FROM THE BOARD

The Board and the Remuneration Committee are of the view that the flexibility provided to the Board regarding performance targets will enhance the Group's ability to reward its employees and retain valuable talent that is crucial for the Group's growth and development.

Where performance targets are to be imposed upon Grantees in the relevant Offer Letter, the Board aims to incentivize the Grantee to continue to contribute to the Group. In determining the performances target, the Board may have regard to the purpose of the New Share Option Scheme with reference to factors including but not limited to, as and when appropriate, sales performance (e.g. revenue), operating performance (e.g. profitability and operational efficiency in cost control), and financial performance (e.g. profits, cash flow, earnings, market capitalisation, and return on equity) of the Group, corporate suitability parameters (e.g. team work capabilities and adherence to corporate culture), and discipline and responsibility (e.g. punctuality, integrity, honesty and compliance with internal business procedures), the satisfaction of which shall be assessed and determined by the Board at its sole discretion. The Board will compare the actual performance against the performance target when vesting the Options to the Grantees.

There are provisions in the New Share Option Scheme which provides for circumstances under which the Options shall lapse automatically in the event that the Grantees cease to be the Participants, or commit a breach of the New Share Option Scheme. As the circumstances for each grant may vary, it may not always be appropriate to impose a generic set of clawback mechanism. The Options may or may not contain any clawback mechanism. The Board may impose a clawback mechanism on a case-by-case basis to recover Options granted to a Grantee (to the extent not exercised) and set out the clawback mechanism in the Offer Letter, which covers the following conditions:

- (a) the Grantee commits serious misconduct or a breach of policy, code or any other agreement with the Group that is deemed material;
- (b) the Grantee engages in any act or omission in the performance of his/her duties that has caused or will cause a material adverse effect on the reputation or interests of the Group; and/or
- (c) the Grantee ceases to be an Employee for cause (including but not limited to misconduct or fraud).

The Board and the Remuneration Committee considers that it is more beneficial for the Company to have flexibility to determine whether and to what extent any clawback mechanism will be attached to each grant in light of the specific circumstances of each Participant.

The Board and the Remuneration Committee will consider all relevant circumstances including the purpose of the grant and the category of the Participants in determining whether any performance target or clawback mechanism should be imposed. The Board and the Remuneration Committee believe that retaining the flexibility to impose appropriate conditions based on the specific circumstances of each grant is in the Company's best interest. This approach enables a more meaningful reward for the Participants' contributions or potential contributions. Further, by allowing the Company to impose such performance targets and/or clawback mechanism on a case by case basis, the Board (including the independent non-executive Directors) and the Remuneration Committee considers the Company will be in a better position to retain such Participants to continue serving the Company and to provide incentives to such Participants in achieving the goals of the Group, which align with the purpose of the New Share Option Scheme.

LETTER FROM THE BOARD

Exercise Price

Grantees are entitled to subscribe for the number of Shares at the Exercise Price, which shall be at least the higher of: (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the Option which must be a Business Day; and (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotation sheets for the five Business Days immediately preceding the date of the grant of the Option.

The Board (including the independent non-executive Directors) considers that such basis for determining the Exercise Price will serve to preserve the value of the Company, while encouraging the Grantees to acquire proprietary interests in the Company and serving the purpose of the Share Option Scheme.

General

As at the Latest Practicable Date,

- (i) the Company has not engaged any trustee for the administration of the New Share Option Scheme. If a trustee is engaged in the future, such trustee will not be a Director, and no Director will have any direct or indirect interest in the trustee;
- (ii) the Company does not have any share option scheme or share award scheme other than the Existing Share Option Scheme;
- (iii) the Company has not formulated any plan to grant Options under the New Share Option Scheme and will continue to assess the need to formulate such a plan from time to time;
- (iv) the Company is allowed to use Treasury Shares for the New Share Option Scheme. If the Company has Treasury Shares available, the Company may use the available Treasury Shares for the New Share Option Scheme where appropriate; and
- (v) to the best knowledge of the Directors, and having made all reasonable enquiries, no Shareholder has any material interest in the proposed adoption of the New Share Option Scheme, and no Shareholder is required to abstain from voting on the resolution related to it.

A summary of the principal terms of the New Share Option Scheme is provided in Appendix III to this circular. The New Share Option Scheme will be published on the websites of the Stock Exchange and the Company for a period of 14 days prior to the date of the AGM and will be made available for inspection at the AGM.

5. ANNUAL GENERAL MEETING

The Notice of AGM is set out on pages 28 to 32 of this circular. At the AGM, ordinary resolutions will be proposed to Shareholders to consider and, if thought fit, to approve the re-election of retiring Directors; the grant of the Buy-back Mandate, the Issue Mandate and the Extension Mandate; the adoption of the New Share Option Scheme; and the other ordinary business set out in the Notice of AGM.

LETTER FROM THE BOARD

A form of proxy for use at the AGM is enclosed. Shareholders are requested to read the Notice of AGM and complete and return the enclosed form of proxy in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for holding the AGM or any adjournment thereof, as the case may be, to the Company's share registrar and transfer office, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the AGM or any adjournment thereof should you so desire and in such event, the proxy appointment will be regarded as revoked.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. The chairman of the AGM shall exercise his right under Article 65 of the Articles to demand a poll for each of the resolutions set out in the Notice of AGM. The poll results of the AGM will be published on the HKEXnews website at www.hkexnews.hk and the Company's website at www.ch.limited respectively as soon as possible after the close of the AGM.

6. RESPONSIBILITY OF THE DIRECTORS

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.

7. RECOMMENDATIONS

The Board considers that the resolutions set out in the Notice of AGM are in the interests of the Company and the Shareholders as a whole and recommends that you vote in favour of all such resolutions at the AGM.

Yours faithfully,
For and on behalf of
The Cross-Harbour (Holdings) Limited
Yeung Hin Chung, John
Managing Director

APPENDIX I PARTICULARS OF RETIRING DIRECTORS SUBJECT TO RE-ELECTION

Mr. Cheung Chung Kiu, aged 60, was appointed Chairman of the Company on 21 March 2001 and is a member of the Executive Committee and the Remuneration Committee of the Company, as well as a member and chairman of the Nomination Committee of the Company. He also holds directorships in certain other members of the Group. Mr. Cheung has a wide range of experience in investment and business management, including over 25 years of experience in property development and investment mainly in Hong Kong and the PRC as well as in other mature cities globally, including London and Sydney. He is chairman of C C Land Holdings Limited (“C C Land”), which is a public listed company in Hong Kong.

Save as disclosed above, Mr. Cheung does not have any relationships with any directors, senior management or substantial or controlling shareholders of the Company, nor does he hold any positions with the Group, nor did he hold directorships in any other public listed companies in Hong Kong or overseas in the last three years. As at the Latest Practicable Date, within the meaning of Part XV of the SFO, Mr. Cheung was deemed to be interested in (i) 272,912,585 Shares by virtue of his indirect control of a company which owned those Shares; (ii) 2,871,231,906 shares of C C Land by virtue of his indirect control of a company which owned those C C Land shares; (iii) 1 share representing 50% interest in Instant Glory International Limited by virtue of his direct control of Victory Trend Holdings Limited which owned the share; and (iv) US\$164,560,000 of the US\$300,000,000 5.2% Guaranteed Notes due 2025 issued by Perfect Point Ventures Limited (an indirect wholly owned subsidiary of C C Land) beneficially owned by him. There is neither fixed nor proposed term of his service with the Company, contractual or otherwise, except that he is subject to retirement by rotation, removal, vacation or termination of the office as a Director, and disqualification to act as a Director in the manner specified in the Articles, applicable laws and the Listing Rules. The emoluments of Mr. Cheung for the year ended 31 December 2024 were \$19,801,500, which were determined by the Remuneration Committee with reference to the Group’s operating results, inflation, and market and economic situation, individual’s potential and contribution to the Group, time commitment and responsibilities undertaken. Such emoluments will be reviewed annually by the Remuneration Committee. The Company has not entered into any service contract with Mr. Cheung.

Save as disclosed above, there are no other matters concerning Mr. Cheung that need to be brought to the attention of Shareholders, nor is there any information that should be disclosed pursuant to Rule 13.51(2) of the Listing Rules.

APPENDIX I PARTICULARS OF RETIRING DIRECTORS SUBJECT TO RE-ELECTION

Mr. Wong Chi Keung, aged 69, was appointed Executive Director of the Company on 21 March 2001 and is a member of the Executive Committee of the Company and director of certain other members of the Group. Mr. Wong holds a doctoral degree in business and is a member of the Royal Institution of Chartered Surveyors, The Hong Kong Institute of Housing and the Chartered Institute of Housing. He is a fellow of the Hong Kong Institute of Real Estate Administrators and The Hong Kong Institute of Directors and an honorary fellow of Guangxi Academy of Social Sciences. Mr. Wong has held various senior executive positions with some of Hong Kong's leading property companies and property consultant firms for the past 30 years. He is a deputy chairman and an executive director of C C Land and an independent non-executive director of Water Oasis Group Limited, both being public listed companies in Hong Kong.

Save as disclosed above, Mr. Wong does not have any relationships with any directors, senior management or substantial or controlling shareholders of the Company, nor does he hold any positions with the Group, nor did he hold directorships in any other public listed companies in Hong Kong or overseas in the last three years. As at the Latest Practicable Date, Mr. Wong owned 306,019 Shares within the meaning of Part XV of the SFO. There is neither fixed nor proposed term of his service with the Company, contractual or otherwise, except that he is subject to retirement by rotation, removal, vacation or termination of the office as a Director, and disqualification to act as a Director in the manner specified in the Articles, applicable laws and the Listing Rules. The emoluments of Mr. Wong for the year ended 31 December 2024 were \$2,251,500, which were determined by the Remuneration Committee with reference to the Group's operating results, inflation, and market and economic situation, individual's potential and contribution to the Group, time commitment and responsibilities undertaken. Such emoluments will be reviewed annually by the Remuneration Committee. The Company has not entered into any service contract with Mr. Wong.

Mr. Wong was appointed as one of the directors of Score Target Investment Limited ("Score Target") on 17 August 2004. Wholly owned by Y. T. Realty Group Limited (a public listed company in Hong Kong) indirectly, Score Target was a Hong Kong-incorporated private company limited by shares, engaging in property trading business in Hong Kong. Score Target was involved in a contractual dispute with the main contractor employed by Score Target in mid-1994 for a property development project. The said main contractor was placed into compulsory liquidation in 1997, and Score Target commenced a creditors' voluntary winding up on 21 September 2004. With no liability having been admitted, all disputes between Score Target and the said main contractor were settled in 2006, and the amount involved in such settlement was approximately \$5 million. Score Target was dissolved on 28 February 2007.

Save as disclosed above, there are no other matters concerning Mr. Wong that need to be brought to the attention of Shareholders, nor is there any information that should be disclosed pursuant to Rule 13.51(2) of the Listing Rules.

APPENDIX I PARTICULARS OF RETIRING DIRECTORS SUBJECT TO RE-ELECTION

Mr. Leung Wai Fai, aged 63, was appointed Executive Director of the Company on 21 March 2001 and is a member of the Executive Committee of the Company and director of certain other members of the Group. Mr. Leung graduated from University of Wisconsin-Madison with a bachelor's degree in business administration. He is a fellow of the Association of Chartered Certified Accountants and the Hong Kong Institute of Certified Public Accountants. Mr. Leung has over 30 years of extensive experience in accounting and financial reporting. He is an executive director of C C Land.

Save as disclosed above, Mr. Leung does not have any relationships with any directors, senior management or substantial or controlling shareholders of the Company, nor does he hold any positions with the Group, nor did he hold directorships in any other public listed companies in Hong Kong or overseas in the last three years. As at the Latest Practicable Date, Mr. Leung did not have any interests in the Shares within the meaning of Part XV of the SFO. There is neither fixed nor proposed term of his service with the Company, contractual or otherwise, except that he is subject to retirement by rotation, removal, vacation or termination of the office as a Director, and disqualification to act as a Director in the manner specified in the Articles, applicable laws and the Listing Rules. The emoluments of Mr. Leung for the year ended 31 December 2024 were \$3,601,500, which were determined by the Remuneration Committee with reference to the Group's operating results, inflation, and market and economic situation, individual's potential and contribution to the Group, time commitment and responsibilities undertaken. Such emoluments will be reviewed annually by the Remuneration Committee. The Company has not entered into any service contract with Mr. Leung.

Save as disclosed above, there are no other matters concerning Mr. Leung that need to be brought to the attention of Shareholders, nor is there any information that should be disclosed pursuant to Rule 13.51(2) of the Listing Rules.

This explanatory statement is made pursuant to Rule 10.06(1)(b) of the Listing Rules, which also constitutes the memorandum required under section 239(2) of the Companies Ordinance.

- (i) As at the Latest Practicable Date, the number of Shares in issue was 372,688,206. Subject to the passing of the ordinary resolution approving the Buy-back Mandate and on the basis that no further Shares would be issued and/or repurchased by the Company prior to the date of the AGM, the Company will be allowed under the Buy-back Mandate to repurchase a maximum of 37,268,820 Shares during the Relevant Period (as defined in Ordinary Resolution No. 5(A) in the Notice of AGM).
- (ii) The Directors believe that it is in the best interests of the Company and its Shareholders to have a general authority from Shareholders to enable the Company to repurchase Shares in the market. Such repurchases may, depending on the circumstances, lead to an enhancement of the Company's net asset value and/or its earnings per Share. The Directors are seeking your grant of the Buy-back Mandate to give the Company the flexibility to repurchase Shares if and when appropriate. The number of Shares to be repurchased on any occasion and the price and other terms upon which the Shares are repurchased will be decided by the Directors at the relevant time, having regard to the circumstances then pertaining.
- (iii) The Directors propose that repurchases of Shares under the Buy-back Mandate shall be financed from distributable profits of the Company or from other funds legally available for such purposes in accordance with the Company's constitutional documents, the laws of Hong Kong and the Listing Rules.
- (iv) The Directors consider that there will be no material adverse impact on the working capital and gearing position of the Company (as compared with the position disclosed in the Company's audited accounts for the year ended 31 December 2024) upon full exercise of the Buy-back Mandate at any time during the proposed repurchase period. The Directors do not propose to exercise the Buy-back Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which, in the opinion of the Directors, are from time to time appropriate for the Company.
- (v) None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective associates (within the meaning ascribed under the Listing Rules) has any present intention, in the event that the Buy-back Mandate is approved by Shareholders at the AGM, to sell any Shares to the Company.
- (vi) The Directors will exercise the power of the Company to make purchases pursuant to the proposed resolution approving the Buy-back Mandate in accordance with the Listing Rules and the applicable laws of Hong Kong.
- (vii) If, as a result of a repurchase of Shares, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purpose of the Takeover Code. Accordingly, a Shareholder, or a group of Shareholders acting in concert (within the meaning ascribed under the Takeover Code), depending on the level of increase of its or their interest, could obtain or consolidate control of the Company following any Share repurchases by the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeover Code.

The Directors were not aware of any consequences which would arise under the Takeover Code as a result of the exercise of the Buy-back Mandate as at the Latest Practicable Date.

- (viii) The Company has not repurchased any Shares during the 6 months prior to the Latest Practicable Date (whether on the Stock Exchange or otherwise).
- (ix) No core connected person (within the meaning ascribed under the Listing Rules) of the Company has notified the Company that he or she has a present intention to sell Shares to the Company, or has undertaken not to do so, in the event that the Buy-back Mandate is approved by Shareholders at the AGM.
- (x) The highest and lowest prices at which Shares were traded on the Stock Exchange in each of the previous 12 months were as follows:

	Share prices (per Share)	
	Highest	Lowest
	\$	\$
2024		
April	7.40	7.11
May	7.40	7.10
June	7.98	7.10
July	7.29	7.10
August	7.20	7.00
September	7.01	6.30
October	7.06	6.66
November	7.01	6.70
December	6.98	6.66
2025		
January	6.80	6.60
February	6.96	6.60
March	9.05	6.70
April (up to and including the Latest Practicable Date)	9.00	8.46

- (xi) Neither this explanatory statement nor the Buy-back Mandate has any unusual features.
- (xii) In the event that the Company repurchases any Shares, the Company may cancel such repurchased Shares and/or hold them as Treasury Shares, subject to market conditions and the Group's capital management needs at the relevant time of such repurchase.

The following is a summary of the principal terms of the New Share Option Scheme. It does not form part of, nor is it intended to be part of the New Share Option Scheme and it should not be taken as affecting the interpretation of the New Share Option Scheme.

1. Purpose of the New Share Option Scheme

The purpose of the New Share Option Scheme is to provide the Company with a flexible means of incentivizing, rewarding, remunerating, compensating, and/or providing benefits to the Participants in the interest of the long-term growth of the Group.

2. Conditions

The New Share Option Scheme shall be subject to the fulfilment of the following conditions and shall take effect upon the last of the following conditions being satisfied:

- (a) the passing of an ordinary resolution approving the adoption of the New Share Option Scheme by the shareholders of the Company in general meeting; and
- (b) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, any Shares to be issued and allotted pursuant to the exercise of Options granted under the New Share Option Scheme.

3. Duration

The New Share Option Scheme shall be valid and effective for the Scheme Period (being 10 years commencing on the Adoption Date), after which period no further Options will be granted but in all other respects the provisions of the New Share Option Scheme shall remain in full force and effect and Options which are granted during the Scheme Period may continue to be exercisable in accordance with the provisions of the New Share Option Scheme.

4. Participants

Participants include any director of the Company or any of its subsidiaries or any Employee, including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts or service contracts with any of such companies.

In determining the eligibility of the Participant, the factors in assessing whether any Participant is eligible include: (i) the performance of such Participants; (ii) their time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (iii) their length of engagement with the Group; (iv) their contribution or potential contribution to the development and growth of the Group; (v) alignment of interests with shareholders; and (vi) retention and motivation potential for granting Options to the relevant Participant.

5. Grant of Options

- 5.1 On and subject to the terms of the New Share Option Scheme, the Board shall be entitled at any time on a Business Day during the Scheme Period to make an Offer to any Participant as the Board may in its absolute discretion determine.
- 5.2 Any grant of Option may not be made after inside information (as defined in the Listing Rules) has come to the knowledge of the Board, until (and including) the trading day after the Company has announced such inside information in accordance with the relevant applicable laws and regulations. In particular, no Option may be granted during the period commencing 30 days immediately preceding the earlier of:
- (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
 - (b) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),
- and ending on the date of the results announcement, or during any period of delay in publication of a results announcement.
- 5.3 An Offer shall remain open for acceptance by the Participant to whom an Offer is made for a period of 14 days from the Offer Date provided that no such Offer shall be open for acceptance after expiry of the Scheme Period or after the New Share Option Scheme has been terminated in accordance with the New Share Option Scheme (whichever is the earlier).
- 5.4 An Offer shall be deemed to have been accepted, and the Option to which the Offer relates shall be deemed to have been granted, on the Offer Date when the duplicate Offer Letter comprising an acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein together with the Grantee's agreement to pay on demand by the Company a consideration of \$1.00 for the grant thereof is received by the Company within 14 days from the Offer Date. Such payment, if so demanded by the Company, shall be made by the Grantee within 7 days of the date of the demand and, shall in no circumstances be refundable.
- 5.5 Save as otherwise determined by the Board at its sole discretion and provided in the Offer Letter as part of the terms and conditions of any Option offered therein, there are no performance targets which must be achieved by the Grantee, nor is there a clawback mechanism established by the Company to recover or withhold any Options granted to the Participants in any circumstances.

- 5.6 Subject to the provisions of the New Share Option Scheme, the Board may at its discretion when making the Offer impose any conditions, restrictions or limitations in relation thereto additional to those expressly set forth in the New Share Option Scheme as it may think fit (which shall be stated in the Offer Letter), including any performance target(s) the Board thinks appropriate that must be achieved by the Grantee and any minimum period for which an Option must be held, before any Options can be exercised.
- 5.7 Notwithstanding any provisions of the New Share Option Scheme, the vesting period of an Option shall not be less than 12 months.
- 5.8 The Board may impose a clawback mechanism on a case-by-case basis to recover Options granted to a Grantee (to the extent not exercised) and set out the clawback mechanism in the Offer Letter, which covers the following conditions:
- (a) the Grantee commits serious misconduct or a breach of policy, code or any other agreement with the Group that is deemed material;
 - (b) the Grantee engages in any act or omission in the performance of his/her duties that has caused or will cause a material adverse effect on the reputation or interests of the Group; and/or
 - (c) the Grantee ceases to be an Employee for cause (including but not limited to misconduct or fraud).

If the Board exercises its discretion concerning any matters related to this paragraph, it may provide (but is not obliged to) the relevant Grantee with written notice, and the Board's interpretation and determination shall be final, conclusive, and binding. The Options recovered will be cancelled, and such cancelled Options will be regarded as utilised for calculating the Scheme Mandate Limit.

6. Exercise Price

Subject to any adjustments made pursuant to the New Share Option Scheme, the Exercise Price shall be a price solely determined by the Board and shall not be less than the higher of:

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the Option which must be a Business Day; and
- (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the 5 Business Days immediately preceding the date of grant of the Option.

7. Exercise of Options

7.1 An Option shall be personal to the Grantee and shall not be assignable nor transferable and no Grantee shall in any way sell, transfer, assign, charge, mortgage, encumber or create any interest (whether legal or beneficial) in favour of any third party over or in relation to any Option or enter into any agreement to do so, provided that the Board may at its absolute discretion allow a Grantee to transfer or assign an Option to a vehicle (such as a trust or a private company) for the benefit of the Grantee and/or any of the family members of such Grantee for estate planning or tax planning purposes (the “**Permitted Transferee**”) if:

- (a) the Grantee provides all such information in relation to the proposed transferee or assignee as the Board may request for the purpose of establishing to the Board’s satisfaction that the proposed transferee or assignee is a Permitted Transferee;
- (b) each of the Grantee and the proposed transferee or assignee undertakes and warrants that the proposed transferee or assignee (i) will not in any way sell, transfer, assign, charge, mortgage, encumber or create any interest over or in relation to any Option so transferred or assigned to it in favour of any third party (unless such third party is also a Permitted Transferee and all the conditions in this paragraph which shall apply mutatis mutandis to such further transfer or assignment are satisfied); and (ii) will at all times be a Permitted Transferee; and
- (c) a waiver is granted by the Stock Exchange to permit such a transfer or assignment.

Any breach of the foregoing by the Grantee shall entitle the Company to immediately cancel any Option granted to such Grantee (to the extent not already exercised) without the consent of the relevant Grantee.

7.2 An Option may be exercised by the Grantee (or his or her legal personal representative(s)) giving notice to the Company or its designated agent stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Exercise Price for the Shares in respect of which the notice is given. Within 28 days after receipt of the notice and the remittance and, where appropriate, receipt of the written confirmation from the independent financial adviser or the auditors of the Company pursuant to terms of the New Share Option Scheme, the Company shall, at its discretion, allot and issue such number of Shares to the Grantee (or his or her legal personal representative(s)) credited as fully paid and/or transfer such number of the Treasury Shares to the Grantee (or his or her legal personal representative(s)) for the satisfaction of the exercise of the Options. Any stamp duty payable for the transfer of the Treasury Shares shall be borne solely by the Company.

- 7.3 Subject to as hereinafter provided and such other terms and conditions upon which such Option (being a period to be determined by the Board in its absolute discretion as being the period during which an Option may be exercised, such period to expire not later than 10 years from the date of grant of the Option) is granted, the Option may be exercised in whole or in part at any time during the Option Period provided that:
- (a) in the event of the Grantee ceasing to be a Participant for any reason other than (i) his or her death or (ii) the termination of his or her employment, directorship, office or appointment on one or more of the grounds specified in paragraph 8(d), the Grantee may exercise the Option up to his or her entitlement at the date of cessation (to the extent vested and exercisable and not already exercised) within the period of 3 months, or such other period as the Board may determine, following the date of such cessation, which date shall be the last actual working day with the Relevant Company whether salary is paid in lieu of notice or not, or the last date of office or appointment as director of the Relevant Company, as the case may be, in the event of which, the date of cessation as determined by a resolution of the board of directors or governing body of the Relevant Company shall be conclusive (provided that the transfer of employment, directorship, office or appointment of a Participant from the Relevant Company to another member of the Group, or the retirement of any director by rotation pursuant to the constitutional documents of the Relevant Company at its general meeting, who is re-elected at such general meeting, shall not be regarded as ceasing to be a Participant arising from termination of his or her employment, directorship, office or appointment);
 - (b) in the event of the Grantee ceasing to be a Participant by reason of death or disability and none of the events which would otherwise be a ground for termination of his or her employment, directorship, office or appointment under paragraph 8(d) arises, the legal personal representative(s) of the Grantee or the Grantee, as the case may be, shall be entitled within a period of 12 months following the date of death or disability of the Grantee, or such other period as the Board may determine, to exercise the Option up to the entitlement of such Grantee at the date of death or disability (to the extent vested and exercisable and not already exercised);
 - (c) where the Grantee is a Participant of a Relevant Company at the time of the grant of the relevant Option, in the event that such Grantee shall cease to be a Participant of the Relevant Company but immediately following such cessation becomes, or continues to be, a Participant of another member of the Group, then the Option (to the extent exercisable and not exercised) shall remain exercisable until its expiry in accordance with the provisions of the New Share Option Scheme and the terms and conditions upon which such Option is granted unless the Board shall determine to the contrary;
 - (d) in the event of a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) being made to all the holders of Shares (or all such holders other than the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional (in the case of a takeover offer) or is approved by the requisite resolutions of shareholders of the Company in general meeting (in the case of a scheme of arrangement), the Company shall forthwith give notice thereof to all Grantees,

and thereupon the Grantees may exercise the Options (to the extent exercisable and not already exercised as at the date on which the offer becomes or is declared unconditional (in the case of a takeover offer) or is approved by the requisite resolutions of shareholders of the Company in general meeting (in the case of a scheme of arrangement)) either in full or in part at any time up to the close of such offer (or any revised offer) unless the Board shall determine to the contrary (in the case of a takeover offer) or within such period as shall be notified by the Company to the Grantees (in the case of a scheme of arrangement);

- (e) if a compromise or arrangement (including any process having similar effect) between the Company and its shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all Grantees on the same date as it despatches the notice which is sent to each shareholder or creditor of the Company summoning a meeting to consider such a compromise or arrangement, and thereupon each Grantee (or his or her legal personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of 2 months thereafter and the date on which such compromise or arrangement is sanctioned by the court, exercise any of his or her Options whether in full or in part (to the extent vested and exercisable and not already exercised), but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under the New Share Option Scheme. The Company may require the Grantee (or his or her legal personal representative(s)) to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement; and
- (f) in the event a notice is given by the Company to its shareholders to convene a shareholders' meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, other than for the purposes of a reconstruction, amalgamation or scheme of arrangement, the Company shall on the same date as or soon after it despatches such notice to convene the shareholders' meeting, give notice thereof to all Grantees. Each Grantee (or the Grantee's legal personal representative(s)) may by notice in writing to the Company (such notice to be received by the Company not later than 2 Business Days prior to the proposed date of the general meeting) exercise all or any of his or her Options (to the extent which has become exercisable and not already exercised), such notice to be accompanied by a payment for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.

- 7.4 The Shares to be allotted or the Treasury Shares to be transferred to the Grantee upon the exercise of an Option will be subject to all the provisions of the constitutional documents of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment or transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members and accordingly shall have the same voting, dividend, transfer and other rights, including those arising on a liquidation of the Company as attached to the fully paid Shares in issue as at the date of allotment or transfer and will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment or transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the date of allotment or transfer, or if later, before the date of registration of the allotment or transfer in the register of members of the Company. No voting rights shall be exercisable and no dividends shall be payable in relation to any Options that have not been exercised. Shares to be allotted or the Treasury Shares to be transferred to the Grantee upon the exercise of the Options shall not carry voting rights until completion of the registration of the Grantee (or any other person) as the holder thereof.

8. Lapse of Options

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (a) the expiry of the relevant Option Period;
- (b) the expiry of the periods referred to in paragraphs 7.3(a), (b), (c) or (d);
- (c) subject to the compromise or arrangement becoming effective, the expiry of the period referred to in paragraph 7.3(e);
- (d) except as otherwise determined by the Board, the date on which the Grantee ceases to be a Participant by reason of the termination of his or her employment, directorship, office or appointment on the grounds that he or she has been guilty of misconduct, or has committed any act of bankruptcy, or has become insolvent, or has made any arrangements or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which the Relevant Company would be entitled to terminate the Grantee's employment, directorship or office or appointment at common law or pursuant to such laws applicable or under the Grantee's service contract with the Relevant Company. A resolution of the board of directors or governing body of the Relevant Company to the effect that the employment or directorship or office or appointment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 8(d) shall be conclusive;
- (e) subject to paragraph 7.3(f), the date of the commencement of the winding up of the Company;

- (f) the date on which the Grantee commits a breach of paragraph 7.1; or
- (g) the date on which the Option is cancelled by the Board as provided in paragraph 13.

9. Scheme Mandate Limit

- 9.1 Subject to paragraph 9.2, the total number of Shares which may be issued upon exercise of all options and awards (if any) to be granted under the New Share Option Scheme and any Other Schemes shall not in aggregate exceed 10 per cent of the total number of Shares in issue as at the Adoption Date (excluding Treasury Shares, if any), provided that if the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under the New Share Option Scheme and Other Schemes under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share. Options lapsed in accordance with the terms of the New Share Option Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.
- 9.2 Subject to paragraph 9.3, the Company may obtain a fresh approval from its shareholders in general meeting for renewing the Scheme Mandate Limit (the “**Renewal Mandate**”) from time to time, provided that:
- (a) if the Renewal Mandate is sought within three years from the Adoption Date or the date on which the last Renewal Mandate was granted (as the case may be), any controlling shareholders of the Company and their associates (or if there is no controlling shareholder, directors (excluding independent non-executive directors) and the chief executive of the Company and their respective associates) shall abstain from voting in favour of the relevant resolution at the general meeting; and the Company shall comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules, unless the Renewal Mandate is sought immediately after an issue of securities by the Company to its shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the relevant class of shares in issue) upon renewal is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share;
 - (b) the total number of Shares which may be issued (including any Treasury Shares which may be transferred, as applicable) in respect of all options and awards to be granted under the New Share Option Scheme and Other Schemes after renewal of the Scheme Mandate Limit shall not exceed 10% of the Shares in issue (excluding Treasury Shares, if any) as at the date on which the Renewal Mandate is obtained;
 - (c) if the Company conducts a share consolidation or subdivision after the Renewal Mandate is obtained, the maximum number of Shares that may be issued in respect of all options and awards to be granted under the New Share Option Scheme and Other Schemes under the renewed Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share; and

- (d) the Company shall send a circular to its shareholders containing the number of Options that were already granted under the then existing Scheme Mandate Limit and the reason for the renewal.

9.3 The Company may seek separate approval by its shareholders in general meeting for granting Options beyond the Scheme Mandate Limit (or the renewed Scheme Mandate Limit) provided that:

- (a) the Options in excess of the Scheme Mandate Limit (or the renewed Scheme Mandate Limit) shall be granted only to the Participants specifically identified by the Company before such shareholders' approval is sought;
- (b) the Company shall issue a circular to its shareholders containing the name of each specified Participant who may be granted such Options, the number and terms of the Options to be granted to each such specified Participant, and the purpose of granting Options to each such specified Participants with an explanation as to how the terms of the Options serve such purpose;
- (c) the number and terms of Options to be granted to each such specified Participant shall be fixed before such shareholders' approval; and
- (d) for the purpose of calculating the minimum Exercise Price under paragraph 6 in respect of any Options to be so granted to each such specified Participant, the date of the Board meeting for proposing such grant shall be taken as the date of the Offer of such Options.

10. Maximum entitlement of Shares of each Participant

10.1 Where any grant of Option to a Participant would result in the Shares issued and to be issued in respect of all options and awards granted under the New Share Option Scheme and Other Schemes to such Participant (excluding any options and awards lapsed in accordance with the terms of the New Share Option Scheme and Other Schemes) in the 12-month period up to and including the date of such grant representing in aggregate over one per cent of the Shares (excluding Treasury Shares, if any) in issue as at the date of such grant, such grant shall be subject to the following requirements:

- (a) approval of the shareholders of the Company in general meeting with such Participant and his or her close associates (or associates if such Participant is a connected person of the Company) abstaining from voting;
- (b) the Company shall send a circular to its shareholders disclosing the identity of such Participant, the number and terms of the further Options to be granted (and those previously granted to such Participant in the 12-month period), the purpose of granting further Options to such Participant and an explanation as to how the terms of the further Options serve such purpose;

- (c) the number and terms of the further Options to be granted to such Participant shall be fixed before the shareholders' approval mentioned in (a) above; and
- (d) for the purpose of calculating the minimum Exercise Price in respect of the further Options to be so granted to such Participant in accordance with Rule 17.03E of the Listing Rules, the date of the Board meeting for proposing such grant of further Options shall be taken as the date of the Offer of such Options.

10.2 Without prejudice to paragraph 5:

- (a) any grant of Options to a director, chief executive or substantial shareholder of the Company, or any of their respective associates shall be approved by the independent non-executive directors (excluding any independent non-executive director who is the proposed Grantee of such Options); and
- (b) where any grant of Options to an independent non-executive director or a substantial shareholder of the Company or any of their respective associates would result in the Shares issued and to be issued in respect of all options and awards granted under the New Share Option Scheme or Other Schemes (excluding any Options lapsed in accordance with the terms of the New Share Option Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue (excluding Treasury Shares, if any), such further grant of Options shall be approved by the shareholders of the Company in general meeting. The Company shall send a circular to its shareholders containing such information as required under the applicable laws and Rule 17.04(5) of the Listing Rules. The relevant Grantee, his or her associates and all core connected persons of the Company shall abstain from voting in favour at such general meeting. The Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

11. Reorganisation of capital structure

11.1 In the event of capitalization issue, rights issue, consolidation, subdivision, or reduction of the share capital of the Company whilst any Option remains exercisable, excluding any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in respect of a transaction to which the Company is a party, such corresponding alterations (if any) shall be made to:

- (a) the number of Shares subject to the Option so far as unexercised; and/or
- (b) the Exercise Price.

11.2 Any adjustments required under paragraph 11.1 shall be made in accordance with the following requirements:

- (a) the adjustments shall give a Grantee the same proportion of the equity capital, rounded to the nearest whole Share, as that to which that Grantee was previously entitled, but no such adjustments may be made to the extent that Shares would be issued at less than their nominal value; and
- (b) the adjustments shall be made in accordance with the Listing Rules and any other requirements or guidance by the Stock Exchange from time to time if applicable.

11.3 In respect of any adjustments required under paragraph 11.1 (other than any made on a capitalisation issue), the Auditors or an independent financial adviser appointed by the Company shall certify the Directors in writing that the adjustments satisfy the requirements set out in paragraph 11.2.

12. Alteration of the New Share Option Scheme

12.1 Any change to the terms of the Options granted to a Grantee (except where the changes take effect automatically under the existing terms of the New Share Option Scheme) shall be approved by the Board, the remuneration committee, the independent non-executive directors and/or the shareholders of the Company (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee, the independent non-executive directors and/or the shareholders of the Company (as the case may be).

12.2 The New Share Option Scheme may be altered in any respect by resolution of the Board save for the following alterations which may be effected only with the prior approval of the shareholders of the Company in general meeting:

- (a) any alterations to the terms and conditions of the New Share Option Scheme which are of a material nature;
- (b) any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Grantees; and
- (c) any change to the authority of the Board to alter the terms of the New Share Option Scheme,

provided always that the amended terms of the New Share Option Scheme shall continue to comply with the relevant provisions of the Listing Rules and any other applicable laws.

12.3 Any change to the authority of the directors of the Company or scheme administrators of the New Share Option Scheme in relation to any alteration to the terms of the New Share Option Scheme must be approved by the Shareholders in general meeting.

13. Cancellation of the Options

Without prejudice to paragraph 7.1, the Board may, with the consent of the relevant Grantee, at any time at its absolute discretion cancel any Option granted but not exercised. Where an Option granted to a Grantee is cancelled and a new grant is made to the same Grantee under the New Share Option Scheme, such new grant may only be made under the Scheme Mandate Limit (or the renewed Scheme Mandate Limit) available at the time of such new grant. The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (or the renewed Scheme Mandate Limit).

14. Termination of the New Share Option Scheme

The Company by resolution in general meeting or the Board may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered but in all other respects the provisions of the New Share Option Scheme shall remain in full force and effect.

NOTICE OF ANNUAL GENERAL MEETING



THE CROSS-HARBOUR (HOLDINGS) LIMITED

港通控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 32)

NOTICE IS HEREBY GIVEN that the annual general meeting (the “Meeting”) of The Cross-Harbour (Holdings) Limited (the “Company”) will be held physically at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Monday, 19 May 2025 at 10:15 a.m. to consider and pass the ordinary resolutions for the following purposes:

1. To receive and consider the audited financial statements and the reports of the directors and auditors for the year ended 31 December 2024.
2. To declare a final dividend of HK\$0.24 per share for the year ended 31 December 2024.
3. (a) (i) To re-elect Mr. Cheung Chung Kiu, a retiring director, as an executive director of the Company.

(ii) To re-elect Mr. Wong Chi Keung, a retiring director, as an executive director of the Company.

(iii) To re-elect Mr. Leung Wai Fai, a retiring director, as an executive director of the Company.

(b) To authorise the board of the directors of the Company to fix the directors’ remuneration.
4. To re-appoint KPMG as the auditors of the Company and to authorise the board of the directors of the Company to fix the auditors’ remuneration.
5. As special business, to consider and, if thought fit, pass with or without modification the following ordinary resolutions:

ORDINARY RESOLUTIONS

(A) “**THAT:**

- (a) subject to paragraph (b) of this resolution, the exercise by the directors of the Company during the Relevant Period (as hereinafter defined) of all the powers of the

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Company to repurchase shares of the Company in issue, subject to and in accordance with all applicable laws and/or the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended from time to time, be and is hereby generally and unconditionally approved;

- (b) the total number of shares to be repurchased by the Company pursuant to the approval of paragraph (a) of this resolution shall not exceed ten per cent (10%) of the total number of shares of the Company in issue as at the date of the passing of this resolution (excluding any Treasury Shares, if any) (subject to adjustment in the case of sub-division and consolidation of shares) and the authority pursuant to paragraph (a) of this resolution shall be limited accordingly; and
- (c) for the purpose of this resolution, “Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by law to be held; and
 - (iii) the passing of an ordinary resolution by shareholders of the Company in general meeting revoking or varying the authority given to the directors of the Company by this resolution.”

(B) **“THAT:**

- (a) subject to paragraph (c) of this resolution, the exercise by the directors of the Company during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional shares in the Company and to make and grant offers, agreements and options (including warrants, bonds, debentures, notes and other securities which carry rights to subscribe for or are convertible or exchangeable into shares in the Company) which would or might require shares to be allotted be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) of this resolution shall authorise the directors of the Company during the Relevant Period (as hereinafter defined) to make and grant offers, agreements and options (including warrants, bonds, debentures, notes and other securities which carry rights to subscribe for or are convertible or exchangeable into shares in the Company) which would or might require shares in the Company to be allotted after the expiry of the Relevant Period (as hereinafter defined);
- (c) the total number of shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the directors of the Company pursuant to the approval in paragraph (a) of this resolution, otherwise than pursuant to (i) a Pro-Rata Issue (as hereinafter defined); or (ii) the exercise of rights of subscription, conversion or exchange under the terms of any existing warrants, bonds, debentures, notes or other securities issued by the Company which carry rights to

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subscribe for or are convertible or exchangeable into shares in the Company; or (iii) the exercise of options granted under any option scheme or similar arrangement for the time being adopted for the grant or issue of shares or rights to acquire shares in the Company; or (iv) any scrip dividend or similar arrangement providing for the allotment of shares in lieu of the whole or part of a dividend on shares in the Company in accordance with the articles of association of the Company, shall not exceed twenty per cent (20%) of the total number of shares of the Company in issue as at the date of the passing of this resolution (excluding any Treasury Shares, if any) (subject to adjustment in the case of sub-division and consolidation of shares) and the said approval shall be limited accordingly; and

(d) for the purpose of this resolution, “Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by law to be held; and
- (iii) the passing of an ordinary resolution by shareholders of the Company in general meeting revoking or varying the authority given to the directors of the Company by this resolution.

“Pro-Rata Issue” means an offer of shares or issue of options, warrants or other securities (including bonus issues or offers) giving the rights to subscribe for shares in the Company open for a period fixed by the directors of the Company to holders of shares whose names appear on the register of members of the Company (and, where appropriate, to holders of other securities of the Company entitled to the offer) on a fixed record date in proportion to their holdings of such shares (or, where appropriate such other securities) (subject in all cases to such exclusions or other arrangements as the directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognised regulatory body).”

(C) **“THAT:**

conditional upon the passing of resolutions numbered 5(A) and 5(B) set out in the notice convening this meeting, the general mandate granted to the directors of the Company to exercise the powers of the Company to allot, issue and deal with additional shares in the Company pursuant to resolution numbered 5(B) set out in the notice convening this meeting be and is hereby extended by the addition to the total number of shares which may be allotted or agreed conditionally or unconditionally to be allotted by the directors of the Company pursuant to or in accordance with such general mandate of an amount representing the total number of the shares repurchased by the Company under the authority granted pursuant to resolution numbered 5(A) set out in the notice convening this meeting, provided

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that such extended number of shares shall not exceed ten per cent (10%) of the total number of shares of the Company in issue as at the date of the passing of this resolution (excluding any Treasury Shares, if any) (subject to adjustment in the case of sub-division and consolidation of shares).”

6. As special business, to consider and, if thought fit, pass with or without modification the following ordinary resolution:

ORDINARY RESOLUTION

“**THAT:**

- (a) the Share Option Scheme of the Company (the “**Share Option Scheme**”) (a copy of which has been produced to this meeting and marked “A” and for the purpose of identification, initialed by the chairman of the Annual General meeting) be and is hereby approved and adopted;
- (b) the total number of Shares to be allotted and issued pursuant to (a) above, together with any issue of Shares upon the exercise of any options and awards granted under any other share schemes of the Company as may from time to time be adopted by the Company, shall not exceed such number of Shares as equals to 10% of the Shares in issue as at the date of passing of this Resolution (excluding treasury shares, if any); and
- (c) the Directors be and are hereby authorised to do all such acts and to enter into all such arrangements as may be necessary or expedient in order to give full effect to the Share Option Scheme including but without limitation to: (i) administer the Share Option Scheme under which options will be granted to participants eligible under the Share Option Scheme to subscribe for Shares; (ii) modify and/or amend the Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the Share Option Scheme relating to modification and/or amendment; (iii) grant options to subscribe for Shares under the Share Option Scheme and to allot and issue from time to time such number of Shares as may be required to be issued pursuant to the exercise of the options under the Share Option Scheme and subject to the Listing Rules; (iv) make application at the appropriate time or times to the Listing Committee of the Stock Exchange and any other stock exchanges upon which the issued Shares may, for the time being, be listed, for listing of, and permission to deal in, any Shares which may hereafter from time to time be allotted and issued pursuant to the exercise of the options under the Share Option Scheme; and (v) consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Share Option Scheme.”

By order of the board
The Cross-Harbour (Holdings) Limited
Man Kit Ling
Company Secretary

Hong Kong, 17 April 2025

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Notes:

1. For determining members' rights to attend and to speak and vote at the Meeting, the deadline for share registration will be Tuesday, 13 May 2025. Members should therefore ensure that all transfer documents and accompanying share certificates are lodged for registration with the Company's share registrar and transfer office, Tricor Investor Services Limited (the "Registrar"), at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 4:30 p.m., Tuesday, 13 May 2025.
2. A member of the Company is entitled to appoint another person (whether a member or not) as a proxy to exercise all or any of the member's rights to attend and to speak and vote at the Meeting or any adjournment thereof (as the case may be). A member may appoint separate proxies to represent respectively the number of the shares held by the member that is specified in their forms of proxy.
3. The form of proxy must be under the hand of the appointer or his or her attorney duly authorised in writing or, if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney so authorised.
4. Where there are joint registered holders of any share(s), if more than one of such joint holders be present at the Meeting or any adjournment thereof, whether in person or by proxy, that one of the said persons so present whose name stands first in the register of members of the Company in respect of such share(s) shall alone be entitled to vote in respect thereof.
5. In order to be valid, the completed form of proxy, together with the power of attorney, if any, under which it is signed, must be delivered to the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than forty-eight (48) hours before the time appointed for holding the Meeting or any adjournment thereof, as the case may be.
6. Completion and return of the form of proxy shall not preclude a member from attending and voting in person at the Meeting or any adjournment thereof should you so desire and in such event, the proxy appointment will be regarded as revoked.
7. For determining members' entitlement to the final dividend, the register of members and transfer books of the Company will be closed from Friday, 23 May 2025 to Tuesday, 27 May 2025, both days inclusive, during which period no transfer of shares in the Company will be registered. In order to qualify for the final dividend, all transfer documents and accompanying share certificates must be lodged for registration with the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 4:30 p.m., Thursday, 22 May 2025.
8. In case Typhoon Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions caused by a super typhoon" announced by the Government is/are in force in Hong Kong, at any time on the date of the Meeting before its commencement, the Meeting may be adjourned. If adjourned, the Company will publish an announcement on the Company's website at www.ch.limited and the HKEXnews website at www.hkexnews.hk to notify Shareholders of the date, time and place of the adjourned Meeting as soon as practicable.
9. No corporate gifts or refreshments will be provided at the Meeting.