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CSSC CAPITAL 2015 LIMITED

(Incorporated in British Virgin Islands with limited liability)

Unconditionally and Irrevocably Guaranteed by

中国船舶集团(香港)航运租赁有限公司
CSSC (HONG KONG) SHIPPING COMPANY LIMITED

CSSC (Hong Kong) Shipping Company Limited

中國船舶集團(香港)航運租賃有限公司

(Incorporated in Hong Kong with limited liability)

(Stock code: 3877)

PROPOSED ISSUE OF HK\$2,338 MILLION 0.75 PER CENT. GUARANTEED CONVERTIBLE BONDS DUE 2031 UNDER GENERAL MANDATE

Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers



(in alphabetical order)

On 21 January 2026 (after trading hours), the Issuer, the Company and the Managers entered into the Subscription Agreement, pursuant to which, the Issuer has agreed to issue the Bonds to the Managers or as it may direct to be guaranteed by the Company. The Managers have severally and not jointly agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in a principal amount of HK\$2,338 million, subject to certain conditions set out in the Subscription Agreement.

A book-building exercise has been conducted by the Managers, after which the terms of the Bonds, including but not limited to, the principal amount and the initial Conversion Price, have been determined.

The Bonds are convertible in the circumstances set out in the Terms and Conditions into Shares at an initial Conversion Price of HK\$2.39 per Share (subject to adjustments).

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$2.39 per Share, the Bonds will be convertible into approximately 978,242,678 Shares, representing approximately 15.78% of the total issued share capital of the Company as at the date of this announcement, and approximately 13.63% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds. The Conversion Shares will be fully-paid and rank *pari passu* in all respects with the fully paid Shares then in issue on the relevant registration date.

Subject to completion of the issue of the Bonds, the net proceeds from the issue of the Bonds, after deducting the Managers' commissions and other estimated expenses payable in connection with the offering of the Bonds, will be approximately HK\$2,322 million. The Issuer intends to apply the net proceeds for working capital and general corporate purpose including but not limited to repayment of existing loans, payment of vessel purchase fees and other loan lending costs.

The Conversion Shares will be allotted and issued by the Company pursuant to the general mandate granted to the Board by the Shareholders at the annual general meeting of the Company held on 27 June 2025. The issue of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

The Issuer and the Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds and the Conversion Shares to be allotted and issued upon conversion of the Bonds.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedents therein. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed “SUBSCRIPTION AGREEMENT” in this announcement for further information.

As the issue and subscription of the Bonds under the Subscription Agreement may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

SUBSCRIPTION AGREEMENT

The principal terms of the Subscription Agreement are summarized as follows:

Date: 21 January 2026

Parties:

- (1) the Issuer;
- (2) the Company, as the guarantor; and
- (3) the Managers.

Subscription:

The Issuer has agreed to issue to the Managers or as it may direct, and the Managers have severally and not jointly agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds, on the Issue Date on the terms of the Subscription Agreement.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the Managers and their respective ultimate beneficial owner(s) is a third party independent from the Company and is not a connected person of the Company.

Listing:	Each of the Issuer and the Company confirms that it will make, or cause to be made, an application for the Bonds to be listed on the Hong Kong Stock Exchange and the Company confirms that it will make or cause to be made an application for the Conversion Shares to be listed on the Hong Kong Stock Exchange in accordance with the terms of the Subscription Agreement.
Conditions Precedent to the Subscription:	The obligations of the Managers to subscribe and pay for the Bonds are conditional on:
<ul style="list-style-type: none"> <li data-bbox="600 732 1441 871">(1) Due Diligence: the Managers being satisfied with the results of its due diligence investigations with respect to the Company and its subsidiaries; <li data-bbox="600 927 1441 1201">(2) Other Contracts: the execution and delivery (on or before the Issue Date) of the other Contracts, and the execution and delivery (on or before the date of the Subscription Agreement) of the stock borrowing and lending agreements, each in a form satisfactory to the Managers, by the respective parties; <li data-bbox="600 1257 1441 1635">(3) Comfort Letters: upon the publication date and on the Issue Date, there having been delivered to the Managers comfort letters each in form and substance satisfactory to the Managers, dated the publication date in the case of the first letter and dated the Issue Date in the case of the subsequent letters, and addressed to the Managers and the Company from the current auditors of the Company; <li data-bbox="600 1691 1441 1918">(4) Closing Certificate: a certificate dated the Issue Date in the form set out in the schedule to the Subscription Agreement signed by a director or other equivalent senior officer of the Issuer and the Company addressed to the Managers; 	

- (5) **CFO Certificate:** on the publication date and on the Issue Date, there having been delivered to the Managers an officer certificate, each substantially in the form attached in the schedule to the Subscription Agreement, dated as of such date, signed by the chief financial officer of the Company;
- (6) **Certificate of Incumbency:** a certificate from each of the Issuer and the Company certifying the names, titles and specimen signatures of the persons authorised on behalf of the Issuer or the Company, as the case may be:
- (i) to execute the Contracts or the Bonds;
 - (ii) to authorise issue of Bonds and the issue of the Conversion Shares on conversion of the Bonds, and sign or give or deliver all notices and other documents to be delivered in connection with the Contracts; and
 - (iii) to take any other action in relation to the Contracts;
- (7) **No Material Adverse Change:** after the date of the Subscription Agreement or, if earlier, the dates as of which information is to be given in the Offering Circular up to and at the Issue Date, there having been no change (nor any development or event involving a prospective change) in the condition (financial or otherwise), properties, business, prospects, results of operations, or management of the Issuer, the Company or the Group, which is material and adverse in the context of the issue and offering of the Bonds, the giving of the Guarantee or the issue of the Conversion Shares upon conversion of the Bonds;

- (8) **Authorisations:** there being in full force and effect all corporate, governmental or regulatory authorisations, approvals or consents required (if any) for the Issuer to issue the Bonds on the Issue Date and for the Issuer and the Company to fulfil its obligations under the Trust Deed and Agency Agreement, and the Issuer and the Company having delivered to the Managers copies of those authorisations, approvals or consents;
- (9) **Representations and warranties:** The representations and warranties by the Issuer and the Company in the Subscription Agreement are true, accurate and correct on the date of the Subscription Agreement and on each date on which they are deemed to be repeated and would be true and correct if they were repeated on the Issue Date with reference to the facts and circumstances then subsisting;
- (10) **Legal Opinions:** on or before the Issue Date, there having been delivered to the Managers opinions, in form and substance satisfactory to the Managers, dated the Issue Date, of the relevant legal advisers to the Issuer, to the Company and to the Managers;
- (11) **NDRC Approval:** the NDRC having given its approval in respect of the issue of the Bonds and such approval remaining in full force and effect on the Issue Date, and written evidence of such approval having been given to the Managers;
- (12) **Listing:** the Hong Kong Stock Exchange having agreed to list the Conversion Shares upon conversion of the Bonds and subject to any conditions reasonably satisfactory to the Managers, to list the Bonds (or, in each case, the Managers being reasonably satisfied that such listing will be granted); and

(13) **CSRC Filing:** on or prior to the Issue Date, the agreed and final or substantially complete drafts of the following documents in relation to the CSRC Filings, in form and substance satisfactory to the Managers, having been delivered to the Managers:

- (i) the CSRC Filing Report (including the letter of undertaking from the Issuer);
- (ii) legal opinions of legal advisers to the Company as to PRC law, to be submitted to the CSRC (including the letter of undertaking); and
- (iii) any other CSRC Filings required by the CSRC.

The Managers may, at its discretion and upon such terms as they think fit, waive compliance with the whole or any part of the above conditions.

As at the date of this announcement, certain of the above conditions precedent to the completion of the Subscription Agreement are yet to be satisfied and/or waived (as the case may be). It is the intention of the Issuer and Company to satisfy or procure the satisfaction of all of the above conditions by the Issue Date.

Termination:

The Managers may give a termination notice to the Issuer and the Company at any time prior to the payment of the gross proceeds of the issue of the Bonds to the Issuer on the Issue Date if:

- (1) any representation and warranty by the Issuer or the Company in the Subscription Agreement is or proves to be untrue or incorrect on the date of the Subscription Agreement or on any date on which it is deemed to be repeated;

- (2) the Issuer or the Company fails to perform any of its obligations under the Subscription Agreement;
- (3) any of the conditions precedent is not satisfied or waived by the Managers on the Issue Date;
- (4) since the date of the Subscription Agreement there has been, in the opinion of the Managers, such a change in national or international financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market; or
- (5) in the opinion of the Managers, since the date of the Subscription Agreement there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, the Shanghai Stock Exchange, the Singapore Stock Exchange and/or the Hong Kong Stock Exchange and/or any other stock exchange on which the Issuer's securities are traded; (ii) a suspension or a material limitation in trading in the Issuer's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; or (iii) a general moratorium on commercial banking activities in the United States, the PRC, Singapore, Hong Kong and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong, Singapore or the United Kingdom.

Lock-up:

Neither the Issuer, the Company nor any person acting on their behalf will:

- (a) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exercisable, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them;
- (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares;
- (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise; or
- (d) announce or otherwise make public an intention to do any of the foregoing,

in any such case without the prior written consent of the Managers between the date of the Subscription Agreement and the date which is 90 days after the Issue Date (both dates inclusive); except for the issuance of the Bonds, and the Conversion Shares on conversion of the Bonds and any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its subsidiaries pursuant to any employee share scheme or plan.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarized as follows:

Issuer:	CSSC Capital 2015 Limited
Guarantor:	CSSC (Hong Kong) Shipping Company Limited (中國船舶集團(香港)航運租賃有限公司)
Bonds:	HK\$2,338 million 0.75 per cent. guaranteed convertible bonds due 2031
Maturity Date:	28 January 2031
Issue Price:	100% of the principal amount of the Bonds
Interest:	0.75 per cent. per annum
Status:	The Bonds will constitute direct, unconditional, unsubordinated and (subject to the negative pledge set out in the Terms and Conditions) unsecured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Issuer under the Bonds shall, save for such exceptions as may be provided by applicable laws and regulations and subject to the negative pledge set out in the Terms and Conditions, at all times rank at least equally with all of its other present and future unsecured and unsubordinated obligations of the Issuer.

The Company will in the Trust Deed unconditionally and irrevocably guarantee the due payment of all sums expressed to be payable by the Issuer under the Trust Deed and the Bonds (the “**Guarantee**”). The payment obligations of the Company under the Guarantee shall, save for such exceptions as may be provided by applicable laws and regulations and subject to the negative pledge set out in the Terms and Conditions, at all times rank at least equally with all other present and future unsecured and unsubordinated obligations of the Company.

Form and Domination:

The Bonds are issued in registered form in the denomination of HK\$2,000,000 and integral multiples thereof.

Conversion Right:

Subject to the right of the Issuer to make a cash election as provided in the Terms and Conditions, each Bond shall entitle the holder to convert such Bond into Shares credited as fully paid at any time during the Conversion Period (as defined below) (the “**Conversion Right**”).

The number of Conversion Shares will be determined by dividing the principal amount of the Bond to be converted by the Conversion Price in effect on the conversion date.

Conversion Period:

Subject to and upon compliance with the Terms and Conditions, the Conversion Right in respect of a Bond may be exercised, at the option of the holder thereof, at any time (subject to any applicable fiscal or other laws or regulations and as hereinafter provided) on or after 10 March 2026 up to the close of business (at the place where the certificate evidencing such Bond is deposited for conversion) on the date falling ten days prior to the Maturity Date (both days inclusive) or, if such Bond shall have been called for redemption by the Issuer before the Maturity Date, then up to the close of business (at the place aforesaid) on the date falling ten days prior to the date fixed for redemption thereof (both days inclusive), or if notice requiring redemption has been given by the holder of such Bond pursuant to the Terms and Condition, then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice requiring redemption (the “**Conversion Period**”), provided that no Conversion Right may be exercised during any period when the exercise of the Conversion Right is restricted or suspended in accordance with the Terms and Conditions.

Conversion Price:

The price at which Shares will be issued upon conversion of any Bond will initially be HK\$2.39 per Share but will be subject to adjustments for: (i) consolidation, re-classification or subdivision; (ii) capitalisation of profits or reserves; (iii) Extraordinary Distributions; (iv) rights issues of Shares or options over Shares at less than 95% of the current market price per Share; (v) rights issues of other securities; (vi) issues at less than 95% of the current market price per Share; (vii) other issues at less than 95% of the current market price per Share; (viii) modification of rights of conversion etc. at less than 95% of the current market price per Share; (ix) other offers to Shareholders; and (x) other events as the Company determines where an adjustment should be made to the Conversion Price, as further described in the Terms and Conditions.

If a Change of Control shall have occurred, the Issuer shall give notice (the “**Change of Control Notice**”) of that fact to the Trustee and the Principal Agent in writing and to the Bondholders in accordance with the Terms and Condition within seven days after it becomes aware of such Change of Control. Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights such that the relevant conversion date falls within the period of 30 days following the later of (i) the relevant Change of Control and (ii) the date on which the Change of Control Notice is given to Bondholders, the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = OCP / (1 + (CP \times c/t))$$

Where:

“c” means the number of days from and including the date the Change of Control occurs to but excluding the Maturity Date.

“CP” means 15 per cent. expressed as a fraction.

“NCP” means the new Conversion Price.

“OCP” means the Conversion Price in effect on the relevant conversion date.

“t” means the number of days from and including the Issue Date to but excluding the Maturity Date,

provided that the Conversion Price shall not be reduced below the level prescribed by the Listing Rules or applicable laws or regulations from time to time (if any).

No adjustment will be made to the Conversion Price when Shares or other securities (including rights or options) are issued, offered, allotted or granted pursuant to any share option, share award, restricted share or employee incentive scheme or plan of the Company or any Subsidiary of the Company which is in compliance with the Listing Rules or, if applicable, the listing rules of an Alternative Stock Exchange (“**Share Scheme Shares/Options**”), unless any grant or issue of Share Scheme Shares/Options (which, but for this provision, would have required adjustment pursuant to the Terms and Conditions) would result in the total number of Shares which may be issued upon exercise of such Share Scheme Shares/Options granted during any 12-month period up to and including the date of such grant representing, in aggregate, over 2.0 per cent of the average number of issued and outstanding Shares during such 12-month period, in which case only such portion of the grant or issue of Share Scheme Shares/Options that exceeds 2.0 per cent. of the average number of issued and outstanding Shares during the relevant 12-month period shall be taken into account in determining any adjustment of the Conversion Price pursuant to the Terms and Conditions.

“**Extraordinary Distribution**” means (a) the amount by which the distribution made or paid in respect of any financial year ending 31 December of the Company (commencing the year ending 31 December 2026) (when taken together with any distribution previously made or paid in respect of the same financial year) exceeds HK\$0.06 on a per Share basis (the “**Threshold**”) (and for the avoidance of doubt, the special dividend of HK\$0.06 per Share made or paid pursuant to the announcement of the Company on 6 January 2026 and in respect of the year ended 31 December 2025, shall be disregarded for the purposes of determining whether such Threshold has been exceeded) or (b) a purchase or redemption of Shares by or on behalf of the Company (or a purchase of Shares by or on behalf of a Subsidiary of the Company) where the weighted average price or consideration per Share (before expenses) on any one day in respect of such purchases or redemptions exceeds the current market price of a Share by more than five (5) per cent. either (i) on that date, or (ii) where an announcement has been made of the intention to purchase Shares at some future date at a specified price, on the Trading Day immediately preceding the date of such announcement and, if in the case of either (i) or (ii) of this proviso, the relevant day is not a Trading Day, the immediately preceding Trading Day, in which case such purchase or redemption shall be deemed to constitute an Extraordinary Distribution in an amount by which the aggregate consideration paid (before expenses) in respect of such Shares purchased or redeemed exceeds the product of (I) 105 per cent. of such current market price per Share and (II) the number of Shares so purchased or redeemed.

Cash Settlement:

Notwithstanding the Conversion Right of each Bondholder in respect of each Bond, at any time when the delivery of Shares deliverable upon conversion of the Bond is required to satisfy the Conversion Right in respect of a conversion notice, the Issuer shall have the option, in its sole discretion, to pay to the relevant Bondholder an amount of cash equivalent to the Cash Settlement Amount in order to satisfy such Conversion Right in whole or in part (and if in part, the other part shall be satisfied by the delivery of Shares) (the “**Cash Settlement Option**”). In order to exercise the Cash Settlement Option, the Issuer shall provide notice of the exercise of the Cash Settlement Option (the “**Cash Settlement Notice**”) to the relevant Bondholder, the Trustee and the agents as soon as practicable but no later than the fifth Stock Exchange Business Day following the date of the conversion notice (the date of such Cash Settlement Notice being the “**Cash Settlement Notice Date**”). The Cash Settlement Notice must specify the number of Shares in respect of which the Issuer will make a cash payment in the manner described herein. The Issuer shall pay the Cash Settlement Amount no later than five Stock Exchange Business Days after the 20 Stock Exchange Business Day period used to determine the Cash Settlement Amount. The Cash Settlement Amount shall be paid directly by the Issuer by means of a Hong Kong dollar cheque drawn on, or by transfer to a Hong Kong dollar account maintained by the payee with, a bank that processes payments in Hong Kong dollars in accordance with the instructions given by the relevant Bondholder in the relevant conversion notice. If the Issuer exercises its Cash Settlement Option in respect of Bonds held by more than one Bondholder which are to be converted on the same conversion date, the Issuer shall make the same proportion of cash and Shares available to such converting Bondholders but the Issuer will not have any obligation to make the same proportion of cash and Shares available with respect to any conversions by holders occurring on different conversion dates.

“Cash Settlement Amount” means an amount in Hong Kong dollars equal to the product of:

- (a) the number of Shares otherwise deliverable upon exercise of the Conversion Right in respect of the Bonds to which the conversion notice applies, and in respect of which the Issuer has elected the Cash Settlement Option; and
- (b) the arithmetic average of the Volume Weighted Average Price of the Shares for each day during the 20 Stock Exchange Business Days immediately after the Cash Settlement Notice Date. The Issuer shall provide notice of the calculation of the Cash Settlement Amount to the Bondholders, the Trustee and the agents no later than the second Stock Exchange Business Day after the 20 Stock Exchange Business Day period used to determine the Cash Settlement Amount following the Cash Settlement Notice Date; and

If the Issuer is at any time otherwise (for any reason whatsoever) unable to issue sufficient Shares in satisfaction of the Conversion Right of any converting Bondholder, the Issuer undertakes to exercise the Cash Settlement Option in full, or to the extent required, to satisfy the Conversion Right of such Bondholder.

“Volume Weighted Average Price” means, in relation to a Share for any Stock Exchange Business Day, the order book volume-weighted average price of a Share for such Stock Exchange Business Day appearing on or derived from Bloomberg screen page “3877 HK Equity VAP” (or its successor page) or, if not available on any of such screens, from such other source as shall be determined in good faith and in a commercially reasonable manner, using a volume-weighted average method, to be appropriate by an independent investment bank, provided that for any Stock Exchange Business Day where such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share in respect of such Stock Exchange Business Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Stock Exchange Business Day on which the same can be so determined.

Ranking of
Conversion Shares:

The Shares issued upon conversion of the Bonds will be fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant registration date except for any right excluded by mandatory provisions of applicable law.

Redemption at maturity:

Unless previously redeemed, converted or purchased and cancelled as provided in the Terms and Conditions, the Issuer will redeem each Bond at its principal amount together with accrued and unpaid interest thereon on the Maturity Date. The Issuer may not redeem the Bonds at its option prior to that date except as provided in the Terms and Conditions.

Redemption at the
Option of the Issuer:

The Issuer may, having given not less than 30 nor more than 60 days' notice to the Principal Agent and the Trustee in writing and to the Bondholders in accordance with the Terms and Conditions (which notice will be irrevocable), redeem in whole, but not in part, the Bonds for the time being outstanding at their principal amount, together with the interest accrued and unpaid up to but excluding the date fixed for redemption:

- (i) at any time after 11 February 2029 but prior to the Maturity Date, provided that no such redemption may be made unless the Closing Price of a Share for any 20 Trading Days within a period of 30 consecutive Trading Days, the last of such Trading Day shall occur not more than 10 days prior to the date upon which notice of such redemption is given, was, for each such 20 Trading Days, at least 130 per cent. of the Conversion Price then in effect. If there shall occur an event giving rise to a change in the Conversion Price during any such 30 consecutive Trading Day period, appropriate adjustments for the relevant days approved by an independent investment bank shall be made for the purpose of calculating the Closing Price of the Shares for such days; and
- (ii) at any time, provided that prior to the date of such notice at least 90 per cent. in principal amount of the Bonds originally issued (which shall for this purpose include any further Bonds issued pursuant to the Terms and Conditions) has already been converted, redeemed or purchased and cancelled.

Redemption for
Taxation Reasons:

The Issuer may redeem in whole, but not in part, the Bonds at its option, at any time, on giving not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Trustee and the Principal Agent in writing and to the Bondholders in accordance with the Terms and Conditions (which notice shall be irrevocable), on the date specified in the Tax Redemption Notice for redemption (the "**Tax Redemption Date**") at their principal amount, together with the interest accrued and unpaid up to but excluding such date (if any), if the Issuer satisfies the Trustee immediately prior to the giving of the Tax Redemption Notice that (i) the Issuer (or, if the Guarantee was called, the Company) has or will become obliged to pay additional tax amounts as provided or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of the relevant jurisdiction or any change in the application or official interpretation of such laws or regulations (including but not limited to any decision by a court of competent jurisdiction), which change or amendment becomes effective on or after 21 January 2026, and (ii) such obligation cannot be avoided by the Issuer (or, as the case may be, the Company) taking reasonable measures available to it, provided that no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Issuer (or, as the case may be, the Company) would be obliged to pay such additional tax amounts were a payment in respect of the Bonds then due. If the Issuer exercises its tax redemption right, each Bondholder will have the right to elect that his Bond(s) shall not be redeemed. Upon a Bondholder electing not to have his Bonds redeemed in such circumstances, payment of all amounts by the Issuer due to such holder in respect of such Bond(s) after the relevant Tax Redemption Date shall be made subject to any deduction or withholding of any tax required to be deducted or withheld.

Redemption for
Relevant Events:

Following the occurrence of a Relevant Event, the holder of each Bond will have the right, at such holder's option, to require the Issuer to redeem in whole or in part, such holder's Bonds on the relevant event put date at their principal amount, together with the interest accrued and unpaid up to but excluding such date (if any).

“Relevant Event” occurs (i) when the Shares cease to be listed or admitted to trading or are suspended on the Hong Kong Stock Exchange for a period equal to or exceeding 30 consecutive Trading Days; (ii) when the Shares cease to be listed or admitted to trading on the Hong Kong Stock Exchange or the Alternative Stock Exchange (as the case may be); or (iii) when there is a Change of Control or (iv) when a Public Float Event occurs.

Redemption at the option
of the Bondholders:

On 28 January 2029 (the **“Optional Put Date”**), the holder of each Bond will have the right at such holder's option, to require the Issuer to redeem in whole or in part, the Bonds of such holder on the Optional Put Date at their principal amount, together with the interest accrued and unpaid up to but excluding such Optional Put Date.

Negative Pledge:

So long as any Bond remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Company will, and each of the Issuer and the Company will ensure that none of its Subsidiaries will, create, or have outstanding any Security Interest (as defined in the Terms and Conditions) (save for a Permitted Security Interest (as defined in the Terms and Conditions)), upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, in any case without at the same time or prior thereto according to the Bonds (i) the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or (ii) such other security for the Bonds as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of Bondholders.

CONVERSION PRICE AND CONVERSION SHARES

The initial Conversion Price is HK\$2.39 per Share (subject to adjustments), which represents:

- (a) a premium of approximately 7.17% over the closing price of HK\$2.23 per Share as quoted on the Hong Kong Stock Exchange on 21 January 2026 (being the day on which the Subscription Agreement was entered into); and
- (b) a premium of approximately 6.22% over approximately HK\$2.25 per Share, being the average closing price per Share as quoted on the Hong Kong Stock Exchange for the last five consecutive trading days up to and including 20 January 2026.

The Conversion Price was determined with reference to the prevailing market price of the Shares and the Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Managers after a book-building exercise. The Directors consider that the Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$2.39 per Share, the Bonds will be convertible into approximately 978,242,678 Shares, representing approximately 15.78% of the total issued share capital of the Company as at the date of this announcement, and approximately 13.63% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds.

SUBSCRIBERS

The Managers have informed the Issuer and the Company that the Bonds will be offered to no less than six independent subscribers (who will be independent individual, corporate and/or institutional professional investors). To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the subscribers (and their respective ultimate beneficial owners) is not a connected person of the Company before and immediately after the completion of the issuance of the Bonds.

EFFECT ON SHAREHOLDING STRUCTURE

The table below sets out a summary of the shareholdings in the Company (i) as at the date of this announcement, and (ii) upon the exercise in full of the Conversion Rights attached to the Bonds at the initial Conversion Price of HK\$2.39 per Share, each on the assumptions that (a) there will be no other change to the share capital of the Company from the date of this announcement until the conversion of the Bonds in full, save for the issue of Conversion Shares as a result of the conversion of the Bonds in full; and (b) the Bondholders do not and will not hold any Shares other than the Conversion Shares:

Shareholders	As at the date of this announcement		Upon full conversion of the Bonds into Conversion Shares at the initial Conversion Price of HK\$2.39 per Share	
	Number of Shares	Approximate % of the total issued share capital	Number of Shares	Approximate % of the total issued share capital
State-owned Assets Supervision and Administration Commission	4,602,046,234	74.24%	4,602,046,234	64.12%
China State Shipbuilding Corporation Limited (中國船舶集團有限公司)..	4,602,046,234	74.24%	4,602,046,234	64.12%
China State Shipbuilding Industry Corporation Limited (中國船舶工業集團有 限公司)	4,602,046,234	74.24%	4,602,046,234	64.12%
CSSC International Holding Company Limited	4,602,046,234	74.24%	4,602,046,234	64.12%
Public holders of Shares	1,597,178,170	25.76%	1,597,178,170	22.25%
Bondholders	—	—	978,242,678	13.63%
Total	<u>6,199,224,404</u>	<u>100%</u>	<u>7,177,467,082</u>	<u>100%</u>

Note 1: CSSC International Holding Company Limited is a wholly-owned subsidiary of China State Shipbuilding Industry Corporation Limited (中國船舶工業集團有限公司), and China State Shipbuilding Industry Corporation Limited (中國船舶工業集團有限公司) is wholly-owned by China State Shipbuilding Corporation Limited (中國船舶集團有限公司), which is wholly-owned by the State-owned Assets Supervision and Administration Commission. As such, by virtue of Securities and Futures Ordinance (Cap. 571), China State Shipbuilding Industry Corporation Limited (中國船舶工業集團有限公司), China State Shipbuilding Corporation Limited (中國船舶集團有限公司) and the State-owned Assets Supervision and Administration Commission are deemed to be interested in the 4,602,046,234 Shares held by CSSC International Holding Company Limited.

As at the date of the announcement, except for the Bonds and the share option scheme approved at the extraordinary general meeting of the Company held on 30 April 2021, the Company does not have any other outstanding options, convertible bonds, warrants or other similar securities which are convertible into Shares.

Based on the information available to the Company and to the best knowledge of the Directors, the Company will maintain sufficient public float upon completion of the full conversion of the Bonds.

USE OF PROCEEDS

Subject to completion of the issue of the Bonds, the net proceeds from the issue of the Bonds, after deducting the Managers' commissions and other estimated expenses payable in connection with the offering of the Bonds, will be approximately HK\$2,322 million. The Issuer intends to apply the net proceeds for working capital and general corporate purpose including but not limited to repayment of existing loans, payment of vessel purchase fees and other loan lending costs.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS

The Board considers that the issue of the Bonds represents an opportunity to optimize the capital structure and diversify funding sources of the Company, improving the liquidity position and reducing the financing costs of the Company.

The Directors (including the independent non-executive Directors) consider that the terms and conditions of the Subscription Agreement and the issue of the Bonds are made on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

GENERAL MANDATE

At the 2025 annual general meeting of the Company held on 27 June 2025, ordinary resolutions were passed to grant a general mandate (the “**General Mandate**”) to the Directors to allot, issue or otherwise deal with, among others, additional Shares not exceeding 1,238,803,954 Shares, equivalent to 20% of the aggregate nominal amount of Shares of the Company in issue as at the date of the Company’s 2025 annual general meeting, which amounted to 6,194,019,774 Shares. As at the date of this announcement and immediately prior to the entering into of the Subscription Agreement, the Company has not issued any Shares under the General Mandate, and the unutilized portion of the General Mandate available for the proposed issue of the Bonds is 1,238,803,954 Shares. The Conversion Shares to be issued upon the conversion of the Bonds will be allotted and issued pursuant to the General Mandate. The Subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders’ approval.

EQUITY FUND-RAISING ACTIVITY BY THE COMPANY IN THE LAST TWELVE MONTHS

The Company has not raised any fund by issuing equity securities during the 12 months immediately before the date of this announcement.

STOCK BORROWING AND LENDING ARRANGEMENT

In connection with the proposed issue of the Bonds, CSSC International Holding Company Limited (the “**Lender**”), an existing shareholder of the Company, has entered into stock borrowing and lending agreements with each of the Managers (or their respective affiliate(s)) pursuant to which the Lender will lend up to 1,000,000,000 Shares to the relevant borrowers upon and subject to the terms in each of such stock borrowing and lending agreements.

CONCURRENT DELTA PLACEMENT

Concurrent with the offering of the Bonds, the Managers may facilitate sales of existing Shares notionally underlying the Bonds by buyers of the Bonds who wish to sell such Shares in short sales to purchasers procured by the Managers in order to hedge the market risk to which buyers of the Bonds are exposed with respect to the Bonds that they may acquire in the offering of the Bonds. The Company will not conduct any repurchase of Shares for the purpose of this concurrent delta placement.

GENERAL INFORMATION

The Company stands as the premier shipyard-affiliated leasing company in the greater China and is among the foremost ship leasing companies in the world. Its core business is the provision of leasing services which include finance lease and operating lease. Leveraging its strong expertise in the marine industry, its leasing services primarily focus on ship leasing. In addition, the Company also provides shipbroking and loan services to its customers.

CSRC FILINGS

Upon completion of the issue of the Bonds, the Company shall proceed with the relevant CSRC Filings.

APPROVALS RECEIVED AND APPLICATION FOR LISTING

The Registration Certificate of Foreign Debt Borrowed by Enterprise in relation to the issuance of the Bonds has been obtained from NDRC.

A formal application will be made by the Issuer to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds by way of debt issue to Professional Investors only under Chapter 37 of the Listing Rules, on the Hong Kong Stock Exchange. The Company will also make an application to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Hong Kong Stock Exchange.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedents therein. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed “SUBSCRIPTION AGREEMENT” above for further information.

As the issue and subscription of the Bonds under the Subscription Agreement may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Agency Agreement”	the paying, conversion and transfer agency agreement (as amended and/or supplemented from time to time) among the Issuer, the Company, the Trustee, China Construction Bank (Asia) Corporation Limited, as the principal paying agent and principal conversion agent and China Construction Bank (Asia) Corporation Limited as registrar and transfer agent, and the other paying agents, transfer agents and conversion agents appointed thereunder dated on or about 28 January 2026
“Alternative Stock Exchange”	at any time, in the case of the Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, the principal stock exchange or securities market on which such Shares are then listed or quoted or dealt in
“Board”	the Board of Directors of the Company
“Bondholders”	holder(s) of the Bond(s) from time to time
“Bonds”	HK\$2,338 million 0.75 per cent. guaranteed convertible bonds due 2031
“Change of Control”	<ul style="list-style-type: none">(i) the Company ceases to directly or indirectly hold or own 100 per cent. of the issued share capital of the Issuer; or(ii) SASAC and/or its successors together with any other person(s) directly or indirectly Controlled by SASAC or the central government of the PRC cease to directly or indirectly hold or own at least 51 per cent. of the issued share capital of the Company; or

(iii) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any person or persons, acting together, other than any of its Subsidiaries; except as required by SASAC or its successor or entities controlled (directly or indirectly by SASAC) or any person directly or indirectly controlled by the central government of the PRC

“Closing Price”

for the Shares for any Trading Day shall be the price published in the daily quotation sheet published by the Hong Kong Stock Exchange or, as the case may be, the equivalent quotation sheet of the Alternative Stock Exchange for such day

“Company”

CSSC (Hong Kong) Shipping Company Limited (中國船舶集團(香港)航運租賃有限公司), a company incorporated in Hong Kong, whose shares are listed on the Hong Kong Stock Exchange

“connected person”

has the meaning ascribed to it under the Listing Rules

“Contracts”

the Subscription Agreement, the Trust Deed and the Agency Agreement

“Control”

means (i) the ownership or control of at least 51 per cent. of the voting rights of the issued share capital of the relevant person or (ii) the right to appoint and/or remove all or the majority of the members of the relevant person’s board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise; the term “Controlled” has meanings correlative to the foregoing

“Conversion Price”

the price per Conversion Share (subject to adjustments) at which the Bonds may be converted into the Shares

“Conversion Share(s)”	the Share(s) to be issued upon conversion of the Bonds pursuant to the Trust Deed and the Terms and Conditions
“CSRC”	the China Securities Regulatory Commission
“CSRC Filing(s)”	any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the issuance of the Bonds pursuant to the CSRC Filing Rules (including, without limitation, the CSRC Filing Report)
“CSRC Filing Report”	the filing report of the Issuer in relation to the issuance of the Bonds which will be submitted to the CSRC within three business days in the PRC after the Issue Date pursuant to Articles 13 and 16 of the CSRC Filing Rules
“CSRC Filing Rules”	the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC on 17 February 2023 as amended, supplemented or otherwise modified from time to time
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	means Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Issue Date”	the date on which the Bonds are issued, which is tentatively scheduled on 28 January 2026, or such later date, not being later than 11 February 2026, as the Issuer, the Company and the Managers may agree
“Issuer”	CSSC Capital 2015 Limited
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Managers”	China International Capital Corporation Hong Kong Securities Limited and CLSA Limited (in alphabetical order)
“Maturity Date”	28 January 2031
“NDRC”	the National Development and Reform Commission of the PRC
“Offering Circular”	the offering circular to be prepared by the Issuer and the Company in connection with the issue of the Bonds and the listing of the Bonds on the Hong Kong Stock Exchange
“PRC”	the People’s Republic of China, which shall for the purpose of this announcement only, exclude Hong Kong, Macau Special Administrative Region and Taiwan
“Principal Agent”	China Construction Bank (Asia) Corporation Limited
“Professional Investors”	has the meaning ascribed to it under Chapter 37 of the Listing Rules

“Public Float Event”	occurs on the first date on which less than 25 per cent. of the Company’s total number of issued shares are held by the public for at least 20 consecutive Trading Days, provided that if following the occurrence of any Public Float Event, at least 25 per cent. of the Company’s total number of issued shares are held by the public on any day following the date of occurrence of such Public Float Event (the “ Reference Date ” in respect of such Public Float Event), a further Public Float Event may subsequently occur on the first date (falling after the Reference Date in respect of such Public Float Event) on which less than 25 per cent. of the Company’s total number of issued shares are held by the public for at least 20 consecutive Trading Days total number of issued shares are held by the public for at least 20 consecutive Trading Days
“Relevant Indebtedness”	any debt issued outside the PRC which is in the form of, or represented or evidenced by, bonds, notes, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market (which, for the avoidance of doubt, does not include bilateral loans, syndicated loans or club deal loans)
“SASAC”	means the State-owned Assets Supervision and Administration Commission of the PRC or its successor
“Shareholder(s)”	holder(s) of the Share(s)
“Shares”	the ordinary share(s) issued by the Company which are traded in Hong Kong dollars on the Hong Kong Stock Exchange
“Stock Exchange Business Day”	means any day (other than a Saturday, Sunday or public holiday) on which the relevant stock exchange, as the case may be, is open for the business of dealing in securities.

“Subscription”	means the issue and subscription of the Bonds pursuant to the Subscription Agreement
“Subscription Agreement”	the subscription agreement dated 21 January 2026 entered into between the Issuer, the Company and the Managers in relation to the issue and subscription of the Bonds
“Subsidiary”	means, with respect to any person, any corporation, association or other business entity which at any time has its accounts consolidated with those of that person in accordance with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants (as in effect from time to time)
“Terms and Conditions”	the terms and conditions of the Bonds
“Trading Day”	means a day on which the relevant stock exchange (or in respect of any other security, relevant securities market) is open for business and on which Shares or other securities may be dealt in (other than a day on which the relevant stock exchange is scheduled to or does close prior to its regular weekday closing time) provided that for the purposes of any calculation where a Closing Price is required, if no Closing Price is reported for one or more consecutive dealing days, such day or days will be disregarded in any relevant calculation and shall be deemed not to have been dealing days when ascertaining any period of dealing days
“Trust Deed”	the trust deed (as amended and/or supplemented from time to time) constituting the Bonds made between the Issuer, the Company and the Trustee as trustee for the Bondholders to be dated on or about 28 January 2026

“Trustee”

China Construction Bank (Asia) Corporation Limited

“%”

per cent.

By order of the Board

CSSC (Hong Kong) Shipping Company Limited

Li Hongtao

Chairman

Hong Kong, 22 January 2026

As at the date of this announcement, the Board of Directors of the Company comprises Mr. Li Hongtao and Mr. Liu Hui as executive Directors, Mr. Xie Weizhong and Mr. Chi Benbin as non-executive Directors, and Mr. Wang Dennis, Mdm. Shing Mo Han Yvonne, BBS, JP and Mr. Li Hongji as independent non-executive Directors.