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GREEN LEADER HOLDINGS GROUP LIMITED

綠領控股集團有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 61)

CONNECTED TRANSACTIONS IN RELATION TO PROPOSED EXTENSION OF MATURITY DATE OF CONVERTIBLE NOTES

BACKGROUND

References are made to the announcements of the Company dated 22 July 2020, 29 July 2020, 19 October 2020 and 20 October 2022, and the circular of the Company dated 30 September 2020 in relation of the issue of the Convertible Notes in the aggregate principal amount of HK\$380,000,000 to China OEPC and HK\$15,000,000 to Ms. Hao. References are also made to the announcements of the Company dated 24 April 2024 and 21 June 2024, and the circular of the Company dated 31 May 2024 in relation to the entering into of the Amendment Deeds on 24 April 2024 in relation to the extension of the maturity date from 20 October 2022 to 26 June 2026, being the date falling on the second (2nd) anniversary of the date of completion of such Amendment Deeds.

The Convertible Notes will reach the maturity date on 26 June 2026 pursuant to the existing terms and conditions of the Convertible Notes, as amended by the Amendment Deeds, and remains outstanding in full as at the date of this announcement.

SECOND AMENDMENT DEEDS

On 14 May 2026 (after trading hours of the Stock Exchange), the Company, China OEPC and Ms. Hao entered into the Second Amendment Deeds, pursuant to which the Company, China OEPC and Ms. Hao conditionally agreed to extend the maturity date of the Convertible Notes from 26 June 2026 to the CN Extended Maturity Date (i.e. the date falling on the second (2nd) anniversary of the date of Completion) with all other terms and conditions of the Convertible Notes unchanged.

LISTING RULES IMPLICATIONS

As at the date of this announcement, China OEPC is a substantial Shareholder holding 94,292,961 Shares, represents approximately 17.92% of the issued share capital of the Company, which in turn is indirectly wholly-owned by Mr. Zhang, a former executive Director, and Ms. Hao is the spouse of Mr. Zhang and therefore an associate of Mr. Zhang. As such, each of China OEPC and Ms. Hao is a connected person of the Company. Accordingly, the Second Amendment Deeds constitute connected transactions of the Company under the Listing Rules and are subject to announcement, reporting and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Pursuant to Rule 28.05 of the Listing Rules, any alteration in the terms of convertible debt securities after issue must be approved by the Stock Exchange, except where the alteration takes effect automatically under the existing terms of such convertible debt securities. The Company will make an application for the approval of the proposed CN Extensions.

Shareholders and potential investors of the Company should note that Completion is subject to the fulfillment of the conditions precedent set out in the Second Amendment Deeds. Each of the CN Extensions may or may not proceed. Shareholders and potential investors of the Company are therefore urged to exercise caution when dealing in the Shares and other securities of the Company.

BACKGROUND

References are made to the announcements of the Company dated 22 July 2020, 29 July 2020, 19 October 2020 and 20 October 2022, and the circular of the Company dated 30 September 2020 in relation of the issue of the Convertible Notes in the aggregate principal amount of HK\$380,000,000 to China OEPC and HK\$15,000,000 to Ms. Hao. References are also made to the announcements of the Company dated 24 April 2024 and 21 June 2024, and the circular of the Company dated 31 May 2024 in relation to the entering into of the Amendment Deeds on 24 April 2024 in relation to the extension of the maturity date from 20 October 2022 to 26 June 2026, being the date falling on the second (2nd) anniversary of the date of completion of such Amendment Deeds.

The Convertible Notes will reach the maturity date on 26 June 2026 pursuant to the existing terms and conditions of the Convertible Notes, as amended by the Amendment Deeds, and remains outstanding in full as at the date of this announcement.

SECOND AMENDMENT DEEDS

On 14 May 2026 (after trading hours of the Stock Exchange), the Company, China OEPC and Ms. Hao entered into the Second Amendment Deeds, pursuant to which the Company, China OEPC and Ms. Hao conditionally agreed to extend the maturity date of the Convertible Notes from 26 June 2026 to the CN Extended Maturity Date (i.e. the date falling on the second (2nd) anniversary of the date of Completion) with all other terms and conditions of the Convertible Notes unchanged.

The principal terms of the Second Amendment Deeds are summarized below:

Date: 14 May 2026

Parties: (i) The Company;
(ii) China OEPC; and
(iii) Ms. Hao.

China OEPC, being one of the Noteholders, is indirectly wholly-owned by Mr. Zhang. China OEPC is a company incorporated in the British Virgin Islands with limited liability and is principally engaged in investment holdings. As at the date of this announcement, China OEPC is a substantial Shareholder holding 94,292,961 Shares, representing approximately 17.92% of the issued share capital of the Company. China OEPC also holds the Convertible Notes in the outstanding principal amount of HK\$380,000,000 which will fall due on 26 June 2026. Accordingly, China OEPC is a connected person of the Company.

Ms. Hao, being one of the Noteholders, is the spouse of Mr. Zhang. Accordingly, Ms. Hao is a connected person of the Company. As at the date of this announcement, Ms. Hao holds the Convertible Notes in the outstanding principal amount of HK\$15,000,000 which will fall due on 26 June 2026.

Subject to the fulfilment of the conditions precedent to the Second Amendment Deeds as set out below, the Company, China OEPC and Ms. Hao conditionally agreed to extend the maturity date of the Convertible Notes from 26 June 2026 to the CN Extended Maturity Date (i.e. the date falling on the second (2nd) anniversary of the date of Completion) with all other terms and conditions of the Convertible Notes unchanged.

Save for the identity of the Noteholders and the principal amount of Convertible Notes held by the relevant Noteholders, the other terms of the Second Amendment Deed entered into by China OEPC and the Second Amendment Deed entered into by Ms. Hao are identical.

Conditions precedent

The amendments as set out in the Second Amendment Deeds shall be conditional upon and subject to:

- (a) the Stock Exchange having approved the CN Extensions as contemplated by the Second Amendment Deeds;
- (b) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in the CN Conversion Shares to be allotted and issued upon exercise of the conversion rights attached to the Convertible Notes as amended and supplemented by the Second Amendment Deeds;
- (c) the passing by the Independent Shareholders of relevant resolution(s) at the SGM in compliance with the requirements of the Listing Rules approving the Second Amendment Deeds and the transactions contemplated thereunder and the Specific Mandate;
- (d) all necessary consents and approvals required to be obtained on the part of the Company in respect of the Second Amendment Deeds and the transactions contemplated thereunder having been obtained; and
- (e) all necessary consents and approvals required to be obtained on the part of the Noteholders in respect of the Second Amendment Deeds and the transactions contemplated thereunder having been obtained.

The conditions precedent set out above are incapable of being waived. If any of the above conditions are not fulfilled on or before the Long Stop Date, then the Second Amendment Deeds will automatically cease and terminate and the parties thereto shall be released from all obligations and liabilities thereunder, if any, save for the liabilities for any antecedent breaches.

Principal terms of the Convertible Notes immediately after the CN Extensions

All the terms of the Convertible Notes shall remain unchanged save as revised by the CN Extensions. The principal terms of the Convertible Notes as disclosed in the announcement of the Company dated 22 July 2020 and the circular of the Company dated 30 September 2020 are summarised below (with only the initial maturity date of Convertible Notes (i.e. 20 October 2022) revised to the CN Extended Maturity Date).

Issuer: the Company

Principal amount: HK\$395,000,000 in aggregate of which

(i) HK\$380,000,000 held by China OEPC; and

(ii) HK\$15,000,000 held by Ms. Hao.

Maturity Date: The Convertible Notes shall mature on the second (2nd) anniversary of the date of Completion.

Redemption: The Company may at any time before the maturity date redeem the Convertible Notes (in whole or in part) at 100% of the principal amount of the respective part of the Convertible Notes to be redeemed.

Any amount of the Convertible Notes which remains outstanding on the maturity date shall be redeemed at 100% of its then outstanding principal amount.

Any amount of the Convertible Notes which is redeemed by the Company will be forthwith cancelled.

Interest: The Convertible Notes shall not bear any interest.

Transferability: The Convertible Notes may be assigned or transferred to any transferee subject to prior notification to the Company. The Convertible Notes may not be assigned or transferred to any connected person of the Company (as defined under the Listing Rules) without prior written consent of the Company.

Any written consent may be given by the Company will be subject to compliance with all necessary requirements under the Listing Rules, in particular, Chapter 14A of the Listing Rules.

Conversion: Provided that (i) any conversion of the Convertible Note does not trigger a mandatory offer obligation under Rule 26 of the Takeovers Code on the part of the Noteholder which exercised the conversion rights; and (ii) the public float of the Shares shall not be less than 25% (or any given percentage as required by the Listing Rules) of the issued Shares at any one time in compliance with the Listing Rules and the right of the Company to redeem, the holder of the Convertible Notes shall have the right at any time from the date of issue of the Convertible Notes up to five (5) business days prior to the maturity date to convert the whole or part of the outstanding principal amount of the Convertible Notes registered in its name into Shares.

Conversion Price: The Convertible Notes shall be converted at the Conversion Price.

Upon issue of the Convertible Notes, the initial Conversion Price will be HK\$0.22 per Conversion Share (subject to adjustments).

The Conversion Price shall be adjusted as provided in the Convertible Notes instrument in each of the following cases:

- (i) an alteration of the number of the Shares by reason of any consolidation or subdivision;
- (ii) an issue (other than in lieu of a cash dividend) by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account, contributed surplus account or capital redemption reserve fund);
- (iii) a capital distribution (as defined in the Convertible Notes instrument) being made by the Company, whether on a reduction of capital or otherwise, to holders of the Shares in their capacity as such;
- (iv) an offer or grant being made by the Company to holders of Shares by way of rights or of options or warrants to subscribe for new Shares at a price which is less than 80% of the market price;

- (v) an issue wholly for cash or for reduction of liabilities being made by the Company of securities convertible into or exchangeable for or carrying rights of subscription for new Shares, if in any case the total effective consideration per Share (as defined in the Convertible Notes instrument) initially receivable (or in the case of reduction in liabilities, the amount of liabilities to be reduced) for such securities is less than 80% of the market price, or the terms of any such rights of conversion or exchange or subscription attached to any such securities being modified so that the said total effective consideration per Share initially receivable for such securities is less than 80% of the market price;
- (vi) an issue being made by the Company wholly for cash or for reduction of liabilities of Shares at a price per Share less than 80% of the market price;
- (vii) an issue being made by the Company of Shares for the acquisition of asset at a total effective consideration per Share (as defined in the Convertible Notes instrument) less than 80% of the market price; and
- (viii) an issue wholly made by the Company of securities convertible into or exchangeable for or carrying rights of subscription for new Shares for the acquisition of asset, if in any case the total effective consideration per Share (as defined in the Convertible Notes instrument) initially receivable for such securities is less than 80% of the market price.

Voting Rights: The Noteholder(s) will not be entitled to attend or vote at any general meetings of the Company by reason only of it being the holder of the Convertible Notes.

Ranking: The payment obligations of the Company under the Convertible Notes shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

The Conversion Shares issued upon conversion of the Convertible Notes will in all respects rank pari passu with the Shares in issue on the date of allotment and issue of such Conversion Shares and accordingly shall entitle the holders to participate in all dividends or other distributions declared, paid or made on or after the relevant conversion date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the relevant conversion date.

Listing: The Convertible Notes will not be listed on the Stock Exchange or any other stock exchange. Application will be made to the Listing Committee for the listing of, and permission to deal in, the Conversion Shares.

Conversion Shares

Based on the initial Conversion Price of HK\$0.22 per Conversion Share, a maximum number of 1,795,454,545 Conversion Shares will be allotted and issued upon exercise of the conversion rights attached to the Convertible Notes in full, which represent: (i) approximately 341.17% of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 77.33% of the issued share capital of the Company as to be enlarged by the allotment and issue of the Conversion Shares to be allotted and issued upon the exercise of the conversion rights attaching to the Convertible Notes in full.

Conversion Price

The initial Conversion Price of HK\$0.22 per Conversion Share would represent:

- (i) a premium of approximately 209.86% over the closing price of HK\$0.071 per Share as quoted on the Stock Exchange on 14 May 2026, being the date of the Second Amendment Deeds; and
- (ii) a premium of approximately 225.44% over the average of the closing prices of the Share as quoted on the Stock Exchange for the last five (5) consecutive trading days immediately prior to 14 May 2026 of HK\$0.0676 per Share.

Mandate to issue the Conversion Shares

The Conversion Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Independent Shareholders at the SGM.

REASONS AND BENEFITS FOR THE SECOND AMENDMENT DEEDS

The Group is principally engaged in (i) the development of cassava cultivation and deep processing business for the related ecological cycle industry chain; (ii) coal processing, coal mixing, sales of coal products and provision of coal related services; and (iii) the sales of information technology products and provision of system integration services, technology services, software development and solution services.

The Convertible Notes will reach the maturity date on 26 June 2026 pursuant to the existing terms and conditions of the Convertible Notes, as amended by the Amendment Deeds, and remains outstanding in full as at the date of this announcement. As disclosed in the annual report of the Company for the year ended 31 December 2025, the Company has cash and cash equivalents of approximately HK\$5,449,000, and thus the Company does not have sufficient internal resources to redeem all the Convertible Notes. Having considered (i) the prevailing interest rate in Hong Kong with the Hong Kong Dollar Best Lending Rate quoted by The Hong Kong and Shanghai Banking Corporation Limited of 5.00% and the Convertible Notes is interest free, such that if the settlement of the Convertible Note is financed by the interest bearing debt financing, substantial interest expenses will be incurred by the Group; and (ii) the aggregate outstanding principal amount of the Convertible Notes in the amount of HK\$395 million and the market capitalisation of the Company which is approximately HK\$37.36 million as at the date of this announcement, such that a very large scale equity fundraising activity would be required to generate fund to settle the Convertible Notes with serious implication on the feasibility as well as the costs and time required, the Company considers that equity financing and debt financing would not be an attractive option for the settlement of the Convertible Notes. Taking into account the aforementioned, the financial position of the Group and given the size of the Convertible Notes, the Directors consider it impracticable to secure third party financing on terms favourable to the Company to settle the Convertible Notes.

As such, the CN Extensions will enable the Group to postpone a substantial cash outflow which would otherwise strain its financial resources, and allow the Group to have reasonable time to improve its business performance and financial position. The CN Extensions will also allow the Company to have more financial flexibility. The Company considers that it is in the interests of the Company and its Independent Shareholders as a whole to utilise its resources for business development and other business opportunities in order to maximise returns to its Shareholders. As such, the CN Extensions will allow the Group to have additional time to develop its business instead of repaying the Convertible Notes.

Based on the above, the Board (excluding the independent non-executive Directors whose views will be given after taking into account the advice from the independent financial adviser) considers that although the entering into of the Second Amendment Deeds are not in the ordinary and usual course of business of the Group, the Second Amendment Deeds are entered into upon normal commercial terms following arm's length negotiations between the Company and the Noteholders and that the terms and conditions of the Second Amendment Deeds are fair and reasonable so far as the Independent Shareholders are concerned and the extension of the maturity date of the Convertible Notes are in the interests of the Company and the Shareholders as a whole.

EFFECT ON SHAREHOLDING STRUCTURE OF THE COMPANY

The following table sets out the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately after the allotment and issue of the Conversion Shares upon full conversion of the Convertible Notes at the initial Conversion Price (assuming that there are no other changes to the issued share capital of the Company from the date of this announcement and prior to conversion); and (iii) immediately after the allotment and issue of the Conversion Shares upon conversion of the Convertible Notes at the initial Conversion Price to the extent that China OEPC and Ms. Hao will hold 29.99% of the enlarged issued share capital of the Company (assuming that there are no other changes to the issued share capital of the Company from the date of this announcement and prior to conversion).

Shareholders	(i) as at the date of this announcement		(ii) immediately after the allotment and issue of the Conversion Shares upon full conversion of the Convertible Notes at the initial Conversion Price (assuming that there are no other changes to the issued share capital of the Company from the date of this announcement and prior to conversion)		(iii) immediately after the allotment and issue of the Conversion Shares upon conversion of the Convertible Notes at the initial Conversion Price to the extent that China OEPC and Ms. Hao will hold 29.99% of the enlarged issued share capital of the Company (assuming that there are no other changes to the issued share capital of the Company from the date of this announcement and prior to conversion) (Note 3)	
	Number of Shares	Approximate percentage	Number of Shares	Approximate percentage	Number of Shares	Approximate percentage
China OEPC (Note 1)	94,292,961	17.92%	1,821,565,688	78.46%	185,040,760	29.99%
Ms. Hao (Note 2)	–	–	68,181,818	2.94%	–	–
Other Shareholders	431,967,443	82.08%	431,967,443	18.60%	431,967,443	70.01%
	<u>526,260,404</u>	<u>100%</u>	<u>2,321,714,949</u>	<u>100%</u>	<u>617,008,203</u>	<u>100%</u>

Notes:

1. China OEPC beneficially owns 94,292,961 Shares in which 91,361,894 Shares have been pledged and the Convertible Notes in the principal amount of HK\$380,000,000 which are convertible into 1,727,272,727 Shares have been pledged. China OEPC is beneficially owned by Best Growth Enterprises Limited. Best Growth Enterprises Limited is beneficially owned by Mr. Zhang. By virtue of the SFO, Mr. Zhang and Best Growth Enterprises Limited are deemed to be interested in those Shares and derivative interest held by China OEPC.
2. Ms. Hao is the spouse of Mr. Zhang, holding the Convertible Notes in the principal amount of HK\$15,000,000. By virtue of the SFO, Ms. Hao is also deemed to be interested in the Shares and derivative interest held by China OEPC.
3. This is for illustrative purpose only as there are restrictions under the terms of the Convertible Notes that prohibit any conversion which will trigger a mandatory offer obligation under Rule 26 of the Takeovers Code or will cause the public float of the Shares to be less than 25% (or any given percentage under the Listing Rules).

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE-MONTH PERIOD

The Company has not conducted any other equity fund raising activities in the past twelve months immediately preceding the date of this announcement.

LISTING RULES IMPLICATIONS

As at the date of this announcement, China OEPC is a substantial Shareholder holding 94,292,961 Shares, represents approximately 17.92% of the issued share capital of the Company, which in turn is indirectly wholly-owned by Mr. Zhang and Ms. Hao is the spouse of Mr. Zhang and therefore an associate of Mr. Zhang. As such, each of China OEPC and Ms. Hao is a connected person of the Company. Accordingly, the Second Amendment Deeds constitute connected transactions of the Company under the Listing Rules and are subject to announcement, reporting and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Pursuant to Rule 28.05 of the Listing Rules, any alteration in the terms of convertible debt securities after issue must be approved by the Stock Exchange, except where the alteration takes effect automatically under the existing terms of such convertible debt securities. The Company will make an application for the approval of the proposed CN Extensions.

SGM

The SGM will be convened and held for the Independent Shareholders to consider, and if thought fit, approve the Second Amendment Deeds and the transactions contemplated thereunder (including the grant of the Specific Mandate). Any Shareholder who is interested in the Second Amendment Deeds shall abstain from voting on the resolution(s) to approve the Second Amendment Deeds and the transactions contemplated thereunder at the SGM. To the best of the Director's knowledge, information and belief after having made all reasonable enquiries, save for China OEPC and its associates, no Shareholder is interested in the CN Extensions and will be required to abstain from voting on the resolution(s) to approve the Second Amendment Deeds and the transaction contemplated thereunder at the SGM.

GENERAL

The Independent Board Committee comprising all the independent non-executive Directors has been formed to advise the Independent Shareholders on the Second Amendment Deeds and the transactions contemplated thereunder. An independent financial adviser will be appointed to make recommendation to the Independent Board Committee and the Independent Shareholders in this regard.

A circular containing, among other things, (i) further details of the CN Extensions; (ii) a letter of advice from the Independent Board Committee to the Independent Shareholders in respect of the Second Amendment Deeds and the transactions contemplated thereunder; (iii) a letter of recommendation from the independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the Second Amendment Deeds and the transactions contemplated thereunder; and (iv) a notice convening the SGM, will be despatched to the Shareholders on or before 5 June 2026 in accordance with the Listing Rules.

Shareholders and potential investors of the Company should note that Completion is subject to the fulfillment of the conditions precedent set out in the Second Amendment Deeds. Each of the CN Extensions may or may not proceed. Shareholders and potential investors of the Company are therefore urged to exercise caution when dealing in the Shares and other securities of the Company.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meaning:

“associates”	has the meaning as defined in the Listing Rules
“Board”	the board of Directors
“China OEPC”	China OEPC Limited, a company incorporated in the British Virgin Islands with limited liability and is indirectly wholly-owned by Mr. Zhang
“CN Extended Maturity Date”	the date falling on the second (2nd) anniversary of the date of Completion
“CN Extensions”	the proposed extensions of the maturity date of the Convertible Notes from 26 June 2026 to the CN Extended Maturity Date
“Company”	Green Leader Holdings Group Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Stock Exchange (stock code: 0061)
“Completion”	completion of the Second Amendment Deeds in accordance with the terms and conditions thereof
“connected person(s)”	has the meaning ascribed to this term under the Listing Rules
“Conversion Price”	the conversion price per Conversion Share and initially at HK\$0.22 per Conversion Share (subject to adjustments)
“Conversion Share(s)”	the Share(s) to be allotted and issued upon conversion of the Convertible Notes or otherwise pursuant to the terms and conditions of the Convertible Notes
“Convertible Notes”	the zero coupon unsecured unlisted convertible notes due on 26 June 2026 in the aggregate principal amount of HK\$395,000,000 issued by the Company as at the date of this announcement
“Directors”	the directors of the Company

“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	an independent committee of the Board comprising all the independent non-executive Directors established to advise the Independent Shareholders on the Second Amendment Deeds and the transactions contemplated thereunder
“Independent Shareholders”	the Shareholders not required under the Listing Rules to abstain from voting on the resolution(s) approving the Second Amendment Deeds and the transactions contemplated thereunder including but not limited to the grant of the Specific Mandate
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	13 August 2026 or such other date as may be agreed by the Company and the Noteholders
“Mr. Zhang”	Mr. Zhang Sanhuo
“Ms. Hao”	Ms. Hao Ting, the spouse of Mr. Zhang
“Noteholder(s)”	the holder(s) of the Convertible Notes
“PRC”	The People’s Republic of China, which, for the purposes of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Second Amendment Deeds”	the second deed of amendments dated 14 May 2026 and entered into between the Company and China OEPC, and between the Company and Ms. Hao in relation to the CN Extensions
“SFO”	The Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“SGM”	the special general meeting of the Company to be convened and held for the Independent Shareholders to consider and, if thought fit, to approve the Second Amendment Deeds and the transactions contemplated thereunder

“Share(s)”	ordinary share(s) of HK\$0.001 each
“Shareholder(s)”	holder(s) of the Share(s)
“Specific Mandate”	the specific mandate to be granted by the Independent Shareholders at the SGM to allot and issue the Conversion Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers
“HK\$”	Hong Kong dollars, the lawful currency for the time being of Hong Kong
“%”	per cent

By Order of the Board
Green Leader Holdings Group Limited
Tse Michael Nam
Chairman

Hong Kong, 14 May 2026

As at the date of this announcement, the executive Directors are Mr. Tse Michael Nam (Chairman and Chief Executive Officer) and Ms. An Juan; and the independent non-executive Directors are Mr. Ho Kin Cheong Kelvin, Mr. Shen Weidong and Mr. Tian Hong.