THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to any aspect of this circular or as to the action to be taken, you should consult your 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 **Desun Real Estate Investment Services Group Co., Ltd**., you should at once hand this circular to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

Desun Real Estate Investment Services Group Co., Ltd.

德商產投服務集團有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 2270)

MAJOR TRANSACTION IN RELATION TO THE LEASE PROJECT

Capitalized terms used in this cover page shall have the same meanings as those defined in the section headed "Definitions" of this circular.

A letter from the Board is set out on pages 4 to 14 of this circular.

The transactions that are the subject matters of this circular have been approved by written Shareholders' approval pursuant to the Listing Rules and this circular is being published for information only.

15 July 2026

CONTENTS

Page

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

"associate(s)"	has the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"Chengdu Desun" or "Lessee"	Chengdu Desun Real Estate Investment Enterprise Management Group Co., Ltd.* (成都德商產投企業管理集團有限公司), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
"Company"	Desun Real Estate Investment Services Group Co., Ltd. (德商產投服務集團有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2270)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Controlling Shareholder(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"Eastern Suburbs Memory Art Zone Administration Committee"	the administration committee of Eastern Suburbs Memory Art Zone, Chenghua District, Chengdu* (成都市成華區東郊記憶藝術區管理委員會), which is an agency of the People's Government of Chenghua District, Chengdu and an Independent Third Party, and primarily responsible for the annual industrial assessment under the Project
"fit-out period"	a period of twelve months starting from the date of formal handover of the Leased Property shall be the fit-out period for Chengdu Desun. Chengdu Desun shall complete all design and renovation works within such period and commence formal operation on the day immediately following the expiry thereof. The fit-out period shall not be extended
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Huatian Culture"	Chengdu Huatian Culture Tourism Development Co., Ltd.* (成都華天文化旅遊開發有限責任公司)

"IFRS 16"	the International Financial Reporting Standard "Leases" 16 issued by the International Accounting Standards Board, which sets out the principles for the recognition, measurement, presentation and disclosure of leases
"Independent Third Party(ies)"	third party(ies) independent of and not connected with the Company and connected person(s) of the Company
"Latest Practicable Date"	15 July 2026, being the latest practicable date prior to the publication of this circular for the purpose of ascertaining certain information contained in this circular
"Lease Agreement"	the lease agreement entered into between Chengdu Desun and Huatian Culture on 15 July 2026
"Leased Property"	the Hongcang Huatian Mansion located at No. 1, Minxing Second Road, Chenghua District, Chengdu, PRC
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
"Pengna Holding"	Pengna Holding Limited, a company incorporated in the BVI with limited liability, which is wholly owned by Ms. Zou Jian and a Controlling Shareholder of the Company
"PRC"	the People's Republic of China, and for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"Project"	the Hongcang Huatian Mansion Project (紅倉•華天大廈項目) with a total gross floor area of 119,846.49 sq.m., subject to actual handover in all respects
"RMB"	Renminbi, the lawful currency of the PRC
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
"Share(s)"	share(s) of US$0.0001 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Sky Donna"	Sky Donna Holding Limited, a company incorporated in the BVI with limited liability, which is wholly owned by Mr. Zou Kang, and is one of the Controlling Shareholders of the Company

"sq.m."	square meter
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	per cent

Certain figures set out in this circular have been subject to rounding adjustments. Accordingly, figures shown as the currency conversion or percentage equivalents may not be an arithmetic sum of such figures. Any discrepancy in any table between totals and sums of amounts listed in this circular is due to rounding.

* *For identification purpose only*

DESUN 德商产投服务
创 造 美 好 福 流 生 活

Desun Real Estate Investment Services Group Co., Ltd.
德 商 產 投 服 務 集 團 有 限 公 司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 2270)

Executive Directors:
Mr. Zhang Zhicheng
(Chairman and Chief Executive Officer)
Ms. Wan Hong
Mr. Liu Jun
Mr. Shao Jiazhen
Ms. Zhu Na

Non-executive Director:
Mr. Zou Kang

Independent Non-executive Directors:
Mr. Fang Liqiang
Mr. Chen Di
Mr. Yan Hong

Registered office:
190 Elgin Avenue
George Town
Grand Cayman KY1-9008
Cayman Islands

Head office and principal place of business in the PRC:
Room 1803, Block A
Desun International
No. 1480 North Section of
Tianfu Avenue High-tech
Industrial Development Zone
Chengdu
China

Principal place of business in Hong Kong:
31/F., Tower Two
Times Square
1 Matheson Street
Causeway Bay
Hong Kong

15 July 2026

To the Shareholders,

Dear Sir or Madam,

MAJOR TRANSACTION
IN RELATION TO THE LEASE PROJECT

1. INTRODUCTION

Reference is made to the announcement of the Company dated 23 June 2026 (the "**Announcement**") in relation to, among other things, the Project and the proposed entering into of the Lease Agreement.

The purpose of this circular is to provide you with, among other things, (i) further details of the Lease Agreement; and (ii) other information required to be disclosed under the Listing Rules.

2. THE LEASE AGREEMENT

As disclosed in the Announcement, Chengdu Desun, a wholly-owned subsidiary of the Company, received a bid award notice on 23 June 2026 confirming that it had successfully won the bid for the Hongcang Huatian Mansion Project (紅倉 • 華天大廈項目). As the successful bidder, Chengdu Desun will follow this industry positioning and be responsible for investment promotion and leasing, operations and the introduction of industries, with a commitment to developing this property into a functional industrial park that is market-leading, brand-influential and industry-driving.

Chengdu Desun entered into the Lease Agreement with Huatian Culture on 15 July 2026, within 30 days after receiving the bid award notice. The lease term for the Project shall be 15 years (180 months) commencing on the formal handover date of the Leased Property, which includes a rent-free period of 12 months for the fit-out. The rent-charging period shall be 14 years. Based on the information currently available to the Company, the Leased Property is expected to be handed over before the end of the third quarter of 2026, with the final handover time subject to the final confirmation of both parties.

Chengdu Desun and Huatian Culture have entered into the Lease Agreement on 15 July 2026. The principal terms of the Lease Agreement are as follows:

Parties	:	(i) Huatian Culture (as the lessor) (ii) Chengdu Desun (as the lessee)
Leased Property	:	The Project is located at No. 1, Minxing Second Road, Chenghua District, Chengdu, the PRC.
Gross Floor Area	:	The total gross floor area of the Project is 119,846.49 sq.m., comprising 58,169.31 sq.m. of office floor area, 18,798.24 sq.m. of commercial floor area, 2,910.03 sq.m. of ancillary premises floor area and 39,968.91 sq.m. of motor vehicle parking space floor area (totalling 891 parking spaces). All particulars shall be subject to the actual handover.

Lease Term	:	The lease term shall be 15 years (180 months) commencing on the formal handover date of the Leased Property, which includes a rent-free period of 12 months for the fit-out. The rent-charging period shall be 14 years.
Usage	:	Chengdu Desun shall use the Leased Property strictly in accordance with the requirements under the Lease Agreement and develop it into an artificial intelligence gaming digital industrial park. Subject to the consent of Huatian Culture, Chengdu Desun shall have the right to sublease or sublet part of the Leased Property.
Rent	:	For the first lease year, the rent shall be RMB38 per square metre per month for the office area, RMB51 per square metre per month for the commercial area, RMB38 per square metre per month for ancillary premises and RMB200 per parking space per month, representing the reserve rent prices for the Project and also the winning bid prices (including tax) at which Chengdu Desun won the bid through the open tender process conducted for the Project. In arriving at these bid prices, Chengdu Desun made reference to the prevailing market rent levels of comparable properties in Chenghua District, Chengdu. The rent shall increase by 3% every two years commencing from the date of the formal handover of the Leased Property. During the lease term, Chengdu Desun shall bear all expenses incurred in the day-to-day operation of the Leased Property, including but not limited to operation and management fees, property management fees, utility charges (water, electricity and gas), telecommunications fees, network fees, security fees, cleaning fees and all applicable taxes. Under the Lease Agreement, the total rent payable by Chengdu Desun (including the rent-free period) is estimated to be at least approximately RMB451.81 million over the 14-year rent-charging period, calculated on the basis of: (i) the unit rents for the office area, commercial area, ancillary premises, and motor vehicle parking spaces in the first lease year; (ii) a 3% upward adjustment every two lease years; (iii) the assumption that Chengdu Desun's annual industry assessment (as detailed below) for each operational year is rated as "Excellent"; and (iv) the assumed gross floor areas of 58,169.31 sq.m. for office premises, 18,798.24 sq.m. for commercial premises, 2,910.03 sq.m. for ancillary premises, and 39,968.91 sq.m. for car parking spaces (totalling 891 parking spaces). The monthly rent is expected to be funded through the internal resources of the Group.

Fit-out Period	:	A period of 12 months from the date of the formal handover of the Leased Property shall be the fit-out period for Chengdu Desun. Chengdu Desun shall complete all design, renovation and alteration works within the fit-out period and commence formal operations on the day following the expiry of the fit-out period (the fit-out period shall not be extended). Any economic losses arising from Chengdu Desun's failure to complete the renovation and alteration works within the fit-out period shall be borne solely by Chengdu Desun. During the fit-out period, Huatian Culture shall waive the rent payable by Chengdu Desun.
Payment Terms	:	Chengdu Desun shall pay rent on a quarterly (each quarter being three months) basis by reference to each lease year. A lease year means the period commencing on the date of formal handover of the Leased Property and ending on the day preceding the corresponding date of the twelfth consecutive calendar month. Subsequent lease years shall follow in the same manner consecutively. Seventy percent of the quarterly rent shall be prepaid. Commencing from the second lease year, such rent shall be paid in advance before use with each quarter serving as a rent payment cycle. Chengdu Desun shall pay the rent for the first quarter of the second lease year within 30 days prior to the expiry of the first lease year being the fit-out period. It shall pay the rent for the second quarter of the second lease year within 30 days prior to the expiry of the first quarter of the second lease year and so forth.

Rent Settlement : The Eastern Suburbs Memory Art Zone Administration Committee shall conduct an annual industrial assessment for each operating year in the first quarter of the next operating year following the end of the relevant operating year. The industry assessment for the Project primarily focuses on core indicators such as investment amount, business incubation, annual revenue and commercial branding, and adopts a scoring system. Chengdu Desun shall settle and make up any shortfall in the preferential rent (if applicable) based on the assessment results. The completion time and results of such assessment shall be subject to the written notice issued by the Eastern Suburbs Memory Art Zone Administration Committee. The specifics are as follows:

Annual Industrial Assessment Level	Total Score	Annual Preferential Rent Level
Excellent	≥90 points	Reduced to 70% of the rent for that year
Good	≥75 points and <90 points	Reduced to 85% of the rent for that year
Acceptable	≥60 points and <75 points	No reduction
Unqualified	<60 points	No reduction

Total rent receivable by Huatian Culture for the operating year = (unit rent (inclusive of tax) for office premises × actual area handed over + unit rent (inclusive of tax) for commercial premises × actual area handed over + unit rent (inclusive of tax) for ancillary premises × actual area handed over + unit rent (inclusive of tax) for motor vehicle parking space × actual number of motor vehicle parking spaces handed over) × 12 months. Where rent rates are adjusted upwards, calculation shall adopt the prevailing updated rent standard.

The amount of rent shortfall receivable by Huatian Culture for the operating year = total rent receivable by Huatian Culture for the operating year × the applicable percentage of rent payable after reduction based on the assessment level — total prepaid rent already paid by Chengdu Desun for the operating year. If Chengdu Desun is rated as "Good/Acceptable/Unqualified" in any Lease Year, it shall, within two months after the completion of the assessment, pay the outstanding rent.

Operating year shall mean the lease period commencing on the date of expiry of the fit-out period of the Leased Property and ending on the day immediately preceding the date which corresponds to such date of expiry in the twelfth calendar month thereafter, and each subsequent operational year shall be construed on the same basis.

Lease Deposit : The lease deposit shall be an amount equivalent to four months of the initial rent (inclusive of tax) for the Leased Property. Chengdu Desun shall pay the lease deposit to Huatian Culture within 30 days after the signing of the Lease Agreement. Huatian Culture shall issue a payment receipt to Chengdu Desun upon receipt of the lease deposit. The lease deposit may be paid in the form of bank transfer, cash payment, or bank guarantee. Upon termination of the contract, provided that Chengdu Desun has not breached the contract and has fully settled outstanding charges for water, electricity and other utilities, the remaining lease deposit shall be refunded by Huatian Culture to Chengdu Desun without interest within 30 days upon Chengdu Desun's complete vacating of the Leased Property.

Amendment, Rescission and Termination of the Lease Agreement : The Lease Agreement may be amended, rescinded or terminated upon the occurrence of certain events, including but not limited to mutual agreement between the parties; Huatian Culture being unable to provide the Leased Property, or the Leased Property provided not complying with the Lease Agreement and seriously affecting Chengdu Desun's use thereof; the occurrence of circumstances under the Lease Agreement entitling Huatian Culture to unilaterally terminate the contract; the Lease Agreement being unable to be performed due to force majeure, and other similar circumstances.

If Chengdu Desun is assessed as Unqualified in two annual industrial assessments (the completion time and assessment results shall be subject to the written notice issued by the Eastern Suburbs Memory Art Zone Administration Committee), it shall vacate the Leased Property within 6 months upon receipt of the written notice from the Eastern Suburbs Memory Art Zone Administration Committee, hand over the management materials of the Leased Property to Huatian Culture, and compensate Huatian Culture for losses, including but not limited to rent for the fit-out period and interest thereon. Chengdu Desun shall also assume all rights and obligations, and bear all related liabilities, arising from its dealings with any third parties.

Default	:	The Lease Agreement provides that Huatian Culture may unilaterally terminate the Lease Agreement under certain circumstances, mainly including: (1) any serious breach by Chengdu Desun of its obligations relating to the use, subletting, renovation and alteration, project industrial development, operation and assessment, commencement of operation, acceptance of the Leased Property, payment, fire safety, property management, maintenance or continued performance; (2) Chengdu Desun being subject to administrative actions, the Leased Property being judicially sealed up due to reasons attributable to Chengdu Desun, or, due to reasons not attributable to Huatian Culture, the occurrence of material safety incidents, material issues relating to ideology or other serious adverse social impact events, as well as matters prohibited by laws and regulations, including illegal or criminal acts, acts endangering public safety or acts causing damage to Huatian Culture's goodwill or reputation; or (3) the occurrence of material events involving Chengdu Desun or its shareholders or actual controller which affect Chengdu Desun's ability to perform its obligations. Certain breaches will only trigger Huatian Culture's unilateral termination right if they are not rectified within the agreed or reasonable period after notice from Huatian Culture. Upon the occurrence of the above circumstances, Huatian Culture shall have the right to unilaterally terminate the Lease Agreement, repossess the Leased Property and not refund the lease deposit, and Chengdu Desun shall assume the corresponding liabilities for breach and/or compensate Huatian Culture for the losses incurred in accordance with the Lease Agreement.

During the lease term, if any circumstance set out in the above occurs that gives Huatian Culture the right to unilaterally terminate the Lease Agreement, and the results of the industrial assessments for all preceding operating years are Excellent or Good, Chengdu Desun shall pay liquidated damages to Huatian Culture in an amount equal to 10% of the total rent for the then-current operating year, and Huatian Culture shall also have the right to unilaterally terminate the Lease Agreement and take back the Leased Property. If Huatian Culture exercises such unilateral termination right, Huatian Culture shall have the right to forfeit the lease deposit, and Chengdu Desun shall pay the fit-out-period rent previously waived/enjoyed, together with interest thereon, in proportion to the ratio of the remaining lease term to the total lease term under the Lease Agreement, and shall also pay any outstanding accrued rent based on the actual lease term.

If (i) Chengdu Desun receives an Unqualified rating in two annual industrial assessments, or (ii) any circumstance occurs that gives Huatian Culture the right to unilaterally terminate the Lease Agreement and the results of the industrial assessments for the preceding operating years include a rating of Acceptable or Unqualified, then Chengdu Desun shall pay liquidated damages to Huatian Culture in an amount equal to 10% of the total rent for the then-current operating year, and Huatian Culture shall have the right to unilaterally terminate the Lease Agreement and take back the Leased Property. If Huatian Culture exercises such unilateral termination right, Huatian Culture shall have the right to forfeit the lease deposit, and Chengdu Desun shall pay the 12 months' fit-out-period rent previously waived/enjoyed, together with interest thereon, and shall also pay any outstanding accrued rent based on the actual lease term.

3. REASONS FOR AND BENEFITS OF THE LEASE AGREEMENT

The Group has been deeply engaged in property services, investment promotion and operation, office leasing and other fields for many years, with a strong track record of industry experience and professional operational capabilities. In terms of investment promotion resource reserves, the Group has established a comprehensive enterprise resource pool covering gaming, technology and digital cultural creativity, and has maintained long-term and stable cooperative relationships with over 100 high-quality enterprises. Given the strong cultural and creative industry cluster in the Eastern Suburbs Memory district, the Group is able to carry out targeted investment promotion to ensure that the enterprises introduced are highly aligned with the district's industrial positioning, thereby effectively enhancing the efficiency of investment promotion and tenancy uptake. In addition, the Group is currently advancing cooperation discussions with a number of leading "chain master" enterprises in the gaming industry. The Group plans to attract leading enterprises with strong driving effects, thereby generating an industrial agglomeration effect that will encourage upstream and downstream supporting enterprises to co-locate, and rapidly build a complete industrial ecosystem.

The Project is located in Eastern Suburbs Memory Zone, Chenghua District, the core urban area. It enjoys a prime location with a strong cultural and creative industry atmosphere. Adjacent to metro stations and the central expressway, the site boasts convenient transportation and holds remarkable locational value and strategic significance. If the Project proceeds smoothly, it will not only generate steady and recurring operating income for the Company, but also serve as an exemplary benchmark for integrated industrial and commercial complexes. This will further enhance the Company's brand influence and market reputation, attract more high-quality partners and clients, and fuel the long-term sustainable development of the enterprise.

Accordingly, the Board is of the view that the Lease Agreement has been entered into in the ordinary and usual course of the Group's business on normal commercial terms which are fair and reasonable and are in the interests of the Group and its Shareholders as a whole.

4. FINANCIAL IMPACT

It is expected that upon completion of the handover of the Leased Property, the total assets of the Group will increase by approximately RMB316.02 million, including an increase of approximately RMB316.02 million in right-of-use assets, and the total liabilities of the Group will increase by approximately RMB316.02 million, including an increase of approximately RMB316.02 million in lease liabilities. Under IFRS 16, only the payments made for obtaining the right to use the leased asset (i.e., fixed payments or substantial fixed payments, as well as variable lease payments depending on an index or rate) are included in the measurement of lease liabilities and the corresponding right-of-use assets. The variable portion of rent is not included in the lease payment used to measure the right-of-use asset, but is recognized as an expense when it occurs.

The Group expects that, during the first 12 months from the date of handover of the Leased Property, the transaction contemplated under the Lease Agreement will increase the depreciation expense of the right-of-use assets by approximately RMB21.1 million and finance cost by approximately RMB11.2 million, respectively. Such depreciation expense and finance cost are expected to continue to be recognised over the relevant lease term in accordance with IFRS 16, with the amounts for subsequent periods depending on the carrying amount of the right-of-use assets and the outstanding lease liabilities from time to time.

Save as disclosed above, the Directors consider that the transactions contemplated under the Lease Agreement are not expected to have any material impact on the earnings, assets and liabilities of the Group.

5. INFORMATION ON THE PARTIES TO THE LEASE AGREEMENT

The Group

The Group is an urban core asset operator, which is principally engaged in three business segments: property services, asset operation services and investment and development.

Chengdu Desun

Chengdu Desun (formerly known as Chengdu Fuyue Corporation Management Consultant Co. Ltd.* (成都福悅企業管理諮詢有限公司) at the time of establishment) is a company incorporated in the PRC on 12 March 2021 and an indirect wholly-owned subsidiary of the Company. Chengdu Desun is principally engaged in, among other things, property management, real estate brokerage, real estate appraisal, real estate consulting and information consulting services.

Huatian Culture

Huatian Culture is a company incorporated in the PRC on 10 May 2017. Huatian Culture is principally engaged in property management, construction engineering, real estate development and operations, non-residential real estate leasing and land remediation services. As at the Last Practicable Date, Huatian Culture is wholly owned by Chengdu Chenghua Urban Renewal Group Co., Ltd.* (成都成華城市更新集團有限責任公司) ("**Chengdu Chenghua Urban Renewal**"), which is in turn wholly owned by Chengdu Chenghua Development Group Co., Ltd.* (成都市成華發展集團有限責任公司) ("**Chengdu Chenghua Development**"). The State-owned Assets Supervision and Administration Bureau of Chenghua District, Chengdu, and the Finance Department of Sichuan Province hold 90% and 10% of the equity interests in Chengdu Chenghua Development, respectively. To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, Huatian Culture and its ultimate beneficial owners are Independent Third Parties.

6. LISTING RULES IMPLICATIONS

Pursuant to IFRS 16, the entering into of the Lease Agreement by the Lessee will require the Group to recognise the right-of-use assets (classified as investment properties in initial recognition in the Group's consolidated financial statements). Therefore, the entering into of the Lease Agreement will be regarded as an acquisition of assets by the Group under the Listing Rules. It is expected that the value of the right-of-use assets recognised by the Group under the Lease Agreement will amount to approximately RMB316.02 million.

As the highest of the applicable percentage ratios under Rule 14.07 of the Listing Rules with respect to the Lease Agreement exceeds 25%, the entering into of the Lease Agreement and the transactions contemplated thereunder constitute a major transaction for the

Company under Chapter 14 of the Listing Rules and are subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, none of the Shareholders or any of their respective associates has a material interest in the Lease Agreement. Thus, no Shareholder is required to abstain from voting if the Company were to convene a general meeting to approve the entering into of the Lease Agreement and the transaction contemplated thereunder. Pursuant to Rule 14.44 of the Listing Rules, the Lease Agreement and the transaction contemplated thereunder may be approved by the Shareholders by way of written approval without convening a general meeting.

As at the Last Practicable Date, Sky Donna directly holds 395,135,000 Shares, representing approximately 63.70% of the issued share capital of the Company as at the Last Practicable Date. As the Company has obtained the written approval from Sky Donna on 23 June 2026, the Company is not required to convene an extraordinary general meeting to approve the entering into of the Lease Agreement and the transactions contemplated thereunder.

7. RECOMMENDATION

Taking into account the reasons set out above, the Board considers that the Lease Agreement is entered into on an arm's length basis and on normal commercial terms, which are fair and reasonable and in the best interests of the Group and the Shareholders as a whole. Accordingly, if a general meeting were convened for the purpose of approving the entering into of the Lease Agreement, the Board would recommend the Shareholders to vote in favour of the resolution to approve the entering into of the Lease Agreement and the transaction contemplated thereunder at the relevant general meeting.

8. FURTHER INFORMATION

Your attention is drawn to the additional information set out in the appendices to this circular.

Yours faithfully
By order of the Board
Desun Real Estate Investment Services Group Co., Ltd.
Zhang Zhicheng
Chairman, Chief Executive Officer and Executive Director

1. FINANCIAL INFORMATION OF THE GROUP

The Company is required to set out in this circular the information for the last three financial years with respect to the profits and losses, financial record and position and the latest published balance sheet together with the notes to the consolidated financial statements of the Group for the last three financial years.

The audited consolidated financial statements, together with the accompanying notes, of the Group for each of the three years ended 31 December 2023, 2024 and 2025 are disclosed in the following annual reports of the Company for the years ended 31 December 2023, 2024 and 2025, respectively, which have been published on the websites of the Stock Exchange (https://www.hkexnews.hk) and the Company (http://www.desunhui.com):

(i) The Group's annual report for the year ended 31 December 2023 published on 25 April 2024 (available at https://www1.hkexnews.hk/listedco/listconews/sehk/2024/0425/2024042501208.pdf), particularly as shown on pages 120 to 214.

(ii) The Group's annual report for the year ended 31 December 2024 published on 24 April 2025 (available at https://www1.hkexnews.hk/listedco/listconews/sehk/2025/0424/2025042403222.pdf), particularly as shown on pages 124 to 216.

(iii) The Group's annual report for the year ended 31 December 2025 published on 24 April 2026 (available at https://www1.hkexnews.hk/listedco/listconews/sehk/2026/0424/2026042403568.pdf), particularly as shown on pages 138 to 229.

2. STATEMENT OF INDEBTEDNESS

As at 31 May 2026, being the most recent practicable date for the purpose of ascertaining information contained in this statement of indebtedness, the details of the Group's indebtedness are as follows:

Bank and other borrowings

		As at 31 May 2026
	Notes	*RMB'000*
Bank borrowings		
— Unsecured	2	23,900
— Secured	1,2	61,000
		84,900

	As at 31 May 2026 *RMB'000*
Bank borrowings	
— On demand/within 1 year	63,300
— More than 1 year but not more than 3 years	21,600
	84,900
Other borrowings	
— Current	4,699
— Non-current	11,988
	16,687
Total bank and other borrowings	101,587

Notes:

1. The bank borrowings of the Group are secured by the properties of a third party debtor of the Group, and the properties of the related company of ultimate controlling shareholder of the Group.

2. The bank borrowings are guaranteed by a subsidiary of the Company.

Lease liabilities

	As at 31 May 2026 *RMB'000*
Lease liabilities	
— Current	17,959
— Non-current	216,150
Total lease liabilities	234,109

Variable lease payments

The Group has lease contracts for office buildings that contain variable payments based on the rental income collected by the Group. Management's objective is to align the lease expense with rental income earned. During the period ended 31 May 2026, all the Group's variable lease payments are in the form of variable rent amounted to RMB5,622,000.

Financial guarantees

The Group issued a financial guarantee in favour of a bank in respect of banking facilities granted to Chengdu Bangtai Jincheng Real Estate Co., Ltd. (成都邦泰錦宸置業有限公司), an associate of the Group in year 2025. The maximum exposure of the Group under the guarantee as at 31 May 2026 was RMB150,000,000[Note] of which RMB81,000,000 had been drawn down as at 31 May 2026.

The financial guarantee contract is accounted for in accordance with IFRS 9. Management assessed both the fair value of the guarantee at initial recognition and the expected credit losses as at 31 May 2026, taking into account the financial position of the associate the probability of default and the likelihood of the guarantee being called. Based on this assessment, the related amount was considered immaterial.

3. WORKING CAPITAL OF THE GROUP

Taking into account the Group's cash and cash equivalents, financial resources available to the Group and cash generated from future operations and the effect of the transactions contemplated under the Lease Agreement, the Directors are of the opinion that the Group will have sufficient working capital for the Group's present requirements for the next 12 months following the date of this circular.

4. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 December 2025, being the date to which the latest published audited consolidated financial statements of the Group were made up.

5. FINANCIAL AND TRADING PROSPECT OF THE GROUP

The Group has long been committed to establishing itself as a preeminent urban asset operation service provider in China, with the business covering a wide range of sectors including property management, commercial operations, office building management and industrial park management. Through strategic expansion and resource integration, the Group persistently strives to elevate asset operation efficiency, broaden profit streams and build a sustainable and diversified business ecosystem.

The Group has been deeply engaged in asset operation and management for many years, covering property services, investment promotion and operation, office leasing and other fields, and has accumulated extensive industry experience and professional operational capabilities. The Project is located in Eastern Suburbs Memory Zone, Chenghua District, the core urban area. It enjoys a prime location with a strong cultural and creative industry atmosphere. Adjacent to metro stations and the central expressway, the site boasts convenient transportation and holds remarkable locational value and strategic significance. If the Project proceeds smoothly, it will not only generate steady and

Note: For details of this transaction, please refer to the circular of the Company dated 24 December 2025.

recurring operating income for the Group, but also serve as an exemplary benchmark for integrated industrial and commercial complexes. This will further enhance the Company's brand influence and market reputation, attract more high-quality partners and clients, and fuel the long-term sustainable development of the enterprise.

Looking forward, the Group will adhere to the philosophy of "Being User-centric", and adopt a prudent yet flexible approach to respond to market changes. The Group will continue to focus on and deepen its existing core businesses, such as asset management and commercial operations, while actively identifying and pursuing potential opportunities to improve asset operation efficiency. Through enhancement in resource integration and platform development, the Group aims to systematically strengthen its comprehensive operational capabilities and risk resilience, achieving sustainable value growth in the long run.

1. RESPONSIBILITY STATEMENT

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 Group. 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.

2. DISCLOSURE OF INTERESTS OF DIRECTORS

As at the Latest Practicable Date, the interests of the Directors and the chief executive of the Company in the Shares, underlying Shares and debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO) which (a) were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (b) were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or (c) were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers (the "**Model Code**") as set out in Appendix C3 to the Listing Rules, to be notified to the Company and the Stock Exchange were as follows:

Interests in Shares and underlying Shares

Name of Director	Capacity/Nature of Interest	Total number of Shares/underlying Shares held(1)	Approximate percentage of shareholding interest in the Company as at the Latest Practicable Date (%)(1)
Mr. Zou Kang	Interest in controlled corporation; interest held jointly with another person(2)&(3)	412,415,000 (L)	66.49%
Mr. Zhang Zhicheng	Interest in controlled corporation(4)	22,500,000 (L)	3.63%
Ms. Wan Hong	Beneficial owner; beneficiary of a trust(5)	3,540,037 (L)	0.57%
Mr. Shao Jiazhen	Beneficial owner; beneficiary of a trust(6)	6,128,155 (L)	0.99%
Mr. Liu Jun	Beneficial owner; beneficiary of a trust(7)	6,128,155 (L)	0.99%
Ms. Zhu Na	Beneficiary of a trust(8)	7,440,000 (L)	1.20%

Notes:

(1) As at the Latest Practicable Date, the Company had issued 620,259,200 Shares in total. The letter "L" denotes the person's long position in the Shares.

(2) On 11 May 2021, Mr. Zou Kang and Ms. Zou Jian entered into the Concert Parties Confirmatory Deed, pursuant to which they reaffirmed that they had been acting in concert as shareholders of the Group before the date of the Concert Parties Confirmatory Deed, and shall continue the same thereafter. For further details, please refer to the paragraph headed "History, Reorganisation and Corporate Structure — Acting-in-concert arrangement" in the Prospectus. As such, pursuant to the acting-in-concert arrangement, as at the Latest Practicable Date, each of the Controlling Shareholders, i.e. Sky Donna (being wholly owned by Mr. Zou Kang), Mr. Zou Kang, Pengna Holding (being wholly owned by Ms. Zou Jian) and Ms. Zou Jian, is deemed to be interested in 66.49% of the issued share capital of the Company.

(3) These 412,415,000 Shares in which Mr. Zou Kang is interested consist of (i) 395,135,000 Shares held by Sky Donna, a company wholly-owned by Mr. Zou Kang, in which Mr. Zou Kang is deemed to be interested under the SFO; and (ii) 17,280,000 Shares in which Mr. Zou Kang is deemed to be interested as a result of being a party acting-in-concert with Ms. Zou Jian pursuant to the Concert Parties Confirmatory Deed.

(4) These 22,500,000 Shares are held by Zhiyu Holding Limited, the issued shares of which are wholly owned by Mr. Zhang Zhicheng. Under the SFO, Mr. Zhang Zhicheng will be taken to be interested in the Shares held by Zhiyu Holding Limited.

(5) Ms. Wan Hong is interested in 3,540,037 Shares, including 2,271,415 Shares she held and 1,268,622 awarded Shares she was granted which are subject to a vesting period of three years from the date of grant.

(6) Mr. Shao Jiazhen is interested in 6,128,155 Shares, including 4,115,222 Shares he held and 2,012,933 awarded Shares he was granted which are subject to a vesting period of three years from the date of grant.

(7) Mr. Liu Jun is interested in 6,128,155 Shares, including 4,215,222 Shares he held and 1,912,933 awarded Shares he was granted which are subject to a vesting period of three years from the date of grant.

(8) Ms. Zhu Na is interested in 7,440,000 Shares, including 320,000 Shares she held and 7,120,000 awarded Shares she was granted which are subject to a vesting period of three years from the date of grant.

Interests in shares and underlying shares of the Company's associated corporation

Name of Director	Capacity/Nature of Interest	Associated corporation	Total number of Shares/underlying Shares held *(Note)*	Approximate percentage of interest in the associated corporation as at the Latest Practicable Date (%)
Mr. Zou Kang	Beneficial owner	Sky Donna	1 (L)	100%

Note: The letter "L" denotes the person's long position in the share(s) of the associated corporation.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or chief executive of the Company had or was deemed to have any interests or short positions in the Shares, underlying Shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO), which were required (a) to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (b) pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or (c) to be notified to the Company and the Stock Exchange pursuant to the Model Code.

3. DISCLOSURE OF INTEREST OF SUBSTANTIAL SHAREHOLDERS

So far as the Directors were aware, as of the Latest Practicable Date, the following persons (other than the Directors or chief executive of the Company) had interests or short positions in the Shares or underlying Shares as recorded in the register required to be kept by the Company under section 336 of the SFO, or which fell to be disclosed to the Company under Divisions 2 and 3 of Part XV of the SFO:

Name of Substantial Shareholder	Capacity/Nature of Interest	Total number of Shares/underlying Shares held(1)	Approximate percentage of shareholding interest in the Company as at the Latest Practicable Date (%)(1)
Sky Donna	Beneficial owner; interest held jointly with another person(2)&(3)	412,415,000 (L)	66.49%
Ms. Zou Jian	Interest in controlled corporation; interest held jointly with another person(4)	412,415,000 (L)	66.49%
Pengna Holding	Beneficial owner; interest held jointly with another person(4)	412,415,000 (L)	66.49%
Futu Trustee Limited	Trustee	49,620,736 (L)	8.00%

Notes:

(1) As at the Latest Practicable Date, the Company had issued 620,259,200 Shares in total. The letter "L" denotes the person's long position in the Shares.

(2) On 11 May 2021, Mr. Zou Kang and Ms. Zou Jian entered into the Concert Parties Confirmatory Deed, pursuant to which they reaffirmed that they had been acting in concert as shareholders of the Group before the date of the Concert Parties Confirmatory Deed, and shall continue the same thereafter. For further details, please refer to the paragraph headed "History, Reorganisation and

Corporate Structure — Acting-in-concert arrangement" in the Prospectus. As such, pursuant to the acting-in-concert arrangement, as at the Latest Practicable Date, each of Sky Donna (being wholly owned by Mr. Zou Kang), Mr. Zou Kang, Pengna Holding (being wholly owned by Ms. Zou Jian) and Ms. Zou Jian, is deemed to be interested in 66.49% of the issued share capital of the Company.

(3) These 412,415,000 Shares in which Sky Donna (a company wholly-owned by Mr. Zou Kang) is interested consist of (i) 395,135,000 Shares held by Sky Donna; and (ii) 17,280,000 Shares in which Sky Donna is deemed to be interested as a result of the Concert Parties Confirmatory Deed entered into between Mr. Zou Kang and Ms. Zou Jian.

(4) These 412,415,000 Shares in which Ms. Zou Jian is interested consist of (i) 17,280,000 Shares held by Pengna Holding, a company wholly-owned by Ms. Zou Jian, in which Ms. Zou Jian is deemed to be interested under the SFO; and (ii) 395,135,000 Shares of Sky Donna in which Ms. Zou Jian is deemed to be interested as a result of being a party acting-in-concert with Mr. Zou Kang pursuant to the Concert Parties Confirmatory Deed.

Save as disclosed above, as at the Latest Practicable Date, the Company had not been notified by any other persons (other than the Directors or chief executive of the Company) who had an interest or short position in the Shares or underlying Shares of the Company which would fall to be disclosed under Divisions 2 and 3 of Part XV of the SFO, or which were required to be entered in the register required to be kept by the Company pursuant to Section 336 of the SFO.

4. NO MATERIAL ADVERSE CHANGES

As at the Latest Practicable Date, the Directors confirm that there were no material adverse changes in the financial or trading position of the Group since 31 December 2025 (being the date to which the latest published audited consolidated financial statements of the Group have been made up).

5. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, there was no existing or proposed service contract between any of the Directors and any member of the Group other than service contracts that are expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation).

6. DIRECTORS' INTERESTS IN ASSETS

As at the Latest Practicable Date, to the best knowledge and information of the Directors, none of the Directors had any direct or indirect interests in any assets which have been acquired or disposed of by, or leased to, or which were proposed to be acquired or disposed of by, or leased to, any member of the Group since 31 December 2025, being the date to which the latest published audited financial statements of the Group were made up.

7. LITIGATION

As at the Latest Practicable Date, the Company was not involved in any significant litigation or arbitration and to the knowledge of the Company, there were no litigation or claims of material importance pending or threatened against any member of the Group.

8. DIRECTORS' INTERESTS IN CONTRACTS OR ARRANGEMENTS

(i) On 31 October 2024, the Company entered into the new entrusted construction and value-added services framework agreement with Mr. Zou Kang and Ms. Zou Jian to renew such continuing connected transactions, pursuant to which the Company agreed to provide the entrusted construction and related services and other value-added services to companies in which Mr. Zou Kang and/or Ms. Zou Jian can exercise or control the exercise of 30% or more of the voting power at their general meetings or are in a position to control the composition of a majority of the board of directors and their subsidiaries. For further details, please refer to the announcement of the Company dated 31 October 2024 and the circular of the Company dated 29 November 2024; and

(ii) the property services framework agreement dated 7 December 2023 entered into between the Company, Mr. Zou Kang and Ms. Zou Jian, pursuant to which, the Company agreed to provide a range of property management services and other related services to companies in which Mr. Zou Kang and/or Ms. Zou Jian can exercise or control the exercise of 30% or more of the voting power at their general meetings and their subsidiaries for the term of three years, commencing from 1 January 2024 and up to 31 December 2026. For further details, please refer to the circular of the Company dated 4 January 2024.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors was materially interested in any contracts or arrangements subsisting as at the Latest Practicable Date which was significant in relation to the business of the Group.

9. DIRECTORS' EMPLOYMENT WITH SUBSTANTIAL SHAREHOLDERS

As at the Latest Practicable Date, so far as the Directors are aware, except for Mr. Zou Kang, a non-executive Director who also serves as the director of each of Sky Donna and Pengna Holding, none of the Directors served as directors or employees in companies which had interests or short positions in the Shares or underlying Shares of the Company which were required to be notified to the Company pursuant to Divisions 2 and 3 of Part XV of the SFO.

10. DIRECTORS' INTERESTS IN COMPETING BUSINESS

As at the Latest Practicable Date, so far as the Directors were aware, none of the Directors or any of their close associates had interests in any business which competes or was likely to compete, either directly or indirectly, with the business of the Group, or had or might have any other conflicts of interest with the Group pursuant to Rule 8.10 of the Listing Rules.

11. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business of the Group) had been entered into by members of the Group within the two years immediately preceding the date of this circular and are or may be material or of significance:

(a) On 31 March 2026, Wuhan Branch of Chengdu Desun Real Estate Investment Property Service Co., Ltd.* (成都德商產投物業服務有限公司武漢分公司) ("**Chengdu Desun Property Service**") entered into the offset agreement with Wuhan Desun Rong He Real Estate Co. Ltd.* (武漢德商榮和置業有限公司) ("**Rong He Real Estate**"), pursuant to which Chengdu Desun Property Service agreed to acquire and Rong He Real Estate agreed to sell the commercial residential properties (No. 301 and No. 302) of Building No. 11 of the Desun Zhangtai Feili Tianxi Project (德商彰泰翡麗天璽項目), located in the East Lake High-tech Development Zone, Wuhan City, the PRC at the consideration of RMB3,691,863.00, which shall be offset against the receivables owed by Rong He Real Estate to Chengdu Desun Property Service in the amount of RMB3,336,711.60 on a dollar-for-dollar basis. Following the aforesaid set-off, a balance of RMB355,151.40 of the property consideration remained payable by Chengdu Desun Property Service to Rong He Real Estate. Chengdu Desun Property Service and Rong He Real Estate further agreed that such balance shall continue to be offset by Chengdu Desun Property Service against any receivables due from Rong He Real Estate to Chengdu Desun Property Service arising pursuant to the relevant property management service contract entered into between Rong He Real Estate and Chengdu Desun Property Service and such offset shall be completed within three months from the date of the offset agreement. For details, please refer to the announcement of the Company dated 31 March 2026.

(b) On 25 March 2026, Chengdu Desun Real Estate Investment Property Service Co., Ltd (成都德商產投物業服務有限公司) ("**Chengdu Desun Property Service**"), successfully won the bid for the Jiaozi Park Financial and Business District Cultural and Financial Industry Supporting Infrastructure Construction Project (成都市交子公園金融商務區文創金融產業配套基礎設施建設項目) (the "**Jiaozi Park Project**"), a landmark media complex located in Chengdu, the PRC, with a net land area of approximately 35.5642 mu, which is set to become a hub for "digital media + fashion and arts". The Jiaozi Park Project is expected to have a term of 10 years, including the preparation period and the cooperation period, and involves three cooperative projects: the office property entrusted operation, commercial leasing and comprehensive property services. As part of the scope of the Project, Chengdu Desun Property Service will enter into the lease agreement for the commercial property and, subject to the compliance with the designated use, obtain authorization to carry out specific operational activities. Chengdu East Coast Smart Media Cultural Industry Development Co., Ltd.* (成都東岸智媒文化產業發展有限公司) ("**Dongan Smart Media**") (as the lessor) will enter into the lease agreement with Chengdu Desun Property Service (as the lessee) in respect of the leased premises after receiving the full performance bond paid by Chengdu Desun Property Service or the submitted independent bank guarantee letter. Dongan Smart Media is expected to deliver the leased premises on 30 June 2027, and the lease term shall commence on 1 July 2027 and end on 30 June 2036, with an expected duration of nine years. For details, please refer to the announcement of the Company dated 25 March 2026.

(c) On 19 December 2025, Sichuan Desun Smart Green Real Estate Co., Ltd.* (四川德商智慧綠色置業有限公司) ("**Green Real Estate**") entered into the guarantee agreement and the pledge agreement with Bank of China. Pursuant to the guarantee agreement and the pledge agreement, Green Real Estate agreed to (i) provide the joint liability guarantee; and (ii) pledge its 50% equity interest in Chengdu Bangtai to Bank of China, for the repayment obligations.

Under the guarantee agreement, Green Real Estate agreed to provide joint liability guarantee for the repayment obligations with a maximum principal debt amount of RMB150 million and the interest accrued on the aforementioned principal debt amount (including interest, compound interest and penalty interest), liquidated damages, compensations for damages, expenses incurred in enforcing the creditor's rights (including but not limited to litigation costs, legal fees, notary fees, execution fees, etc.), losses caused to the creditor due to the debtor's default and all other payable expenses. Under the guarantee agreement, the guaranteed debts shall be calculated separately on a per-debt basis, with the term of guarantee for each debt being three years from the date of expiration of the performance period of the respective debt.

Under the pledge agreement, the pledged asset is the 50% equity interest in Chengdu Bangtai held by Green Real Estate. The pledged asset shall be pledged as guarantee for the repayment obligations with a maximum principal debt amount of RMB150 million and interest accrued on the aforementioned principal debt amount (including interest, compound interest and penalty interest), liquidated damages, compensations for damages, costs of safekeeping collateral and enforcing claims (including but not limited to litigation costs, legal fees, notary fees, execution fees, etc.), losses caused to the pledgee due to the debtor's default and all other payable expenses.

For further details, please refer to the Company's announcements dated 19 and 24 December 2025.

(d) On 21 October 2025, Chengdu Desun Real Estate Investment Property Service Co., Ltd.* (成都德商產投物業服務有限公司), a wholly-owned subsidiary of the Company, entered into the termination agreements with the relevant debtors and the parking space vendors, pursuant to which, Chengdu Desun Real Estate Investment Property Service Co., Ltd. agreed to return 652 parking spaces purchased under the debts settlement agreements to the parking space vendors and the relevant debtors agreed to make a payment in an aggregate amount of RMB22.52 million to Chengdu Desun Real Estate Investment Property Service Co., Ltd.. For further details, please refer to the Company's announcement dated 21 October 2025.

(e) On 10 October 2025, Green Real Estate, Chengdu Bangtai Yueshang Real Estate Co., Ltd.* (成都邦泰躍尚置業有限公司) ("**Bangtai Yueshang**") and Chengdu Bangtai Jinchen Real Estate Co., Ltd.* (成都邦泰錦宸置業有限公司) ("**Chengdu Bangtai**") entered into the loan agreement. Pursuant to the loan agreement, among other things, Green Real Estate provided a shareholder's loan with a maximum principal amount not exceeding RMB160 million to Chengdu Bangtai. The aforementioned principal amount of the shareholder's loan to be provided by Green Real Estate was determined pro rata to their respective shareholding in the target company. The amount of the shareholder's loan is determined based on the estimated costs for the funding of the acquisition through bidding of the Subject Land Parcel and the preliminary development of the Subject Land Parcel and the relevant taxes. The term of the shareholder's loan is one year, commencing on 11 October 2025 and ending on 10 October 2026. Notwithstanding that the shareholder's loan may be drawn down in multiple installments, the maturity date for each such drawdown shall be 10 October 2026. The shareholder's loan bears interest at a rate of 3.5% per annum, which shall be calculated on a daily basis based on the principal amount drawn down by the target company and settled quarterly. For further details, please refer to the Company's announcement dated 10 October 2025.

(f) On 24 September 2025, Green Real Estate entered into a capital increase agreement with Bangtai Yueshang, pursuant to which, Green Real Estate shall subscribe for RMB10 million of new registered capital of Chengdu Bangtai in cash at a subscription price of RMB10 million. Upon completion of the aforementioned capital increase, Green Real Estate shall hold 50% of the equity interest in Chengdu Bangtai. For further details, please refer to the announcement of the Company dated 24 September 2025.

(g) On 18 November 2024, Chengdu Yulai Trading Co., Ltd.* (成都語萊貿易有限責任公司) ("**Chengdu Yulai**"), certain original debtors, Chengdu Desun Property Service and certain original creditors entered into the debt assignment agreements, pursuant to which the relevant original debtors agreed to assign and Chengdu Yulai agreed to assume receivables due by the relevant original debtors to Chengdu Desun Property Service and/or the relevant original creditors in an aggregate amount of RMB23,224,987.20. Of this amount, (i) an aggregate amount of RMB16,047,767.10 was due from the relevant original debtors to Chengdu Desun Property Service; and (ii) an aggregate amount of RMB7,177,220.10 was assigned from the relevant original creditors to Chengdu

Desun Property Service, representing the respective payables/receivables owed to/due from the respective original debtors by/to the respective original creditors. On 24 December 2025, Chengdu Desun Property Service and Chengdu Yulai entered into a termination agreement, pursuant to which, Chengdu Desun Property Service did not proceed with the acquisition of the relevant settlement properties from Chengdu Yulai as contemplated under the debt settlement agreements, and in lieu of the settlement properties transfer, Chengdu Yulai agreed to settle, in cash, the total assigned receivables of RMB23,224,987.20. For further details, please refer to the Company's announcements dated 18 November 2024 and 24 December 2025.

(h) On 30 September 2024, Chengdu Dexin Shangyu Property Management Co., Ltd.* (成都德新尚裕物業管理有限公司), Chengdu Shudu Yintai Real Estate Co., Ltd.* (成都蜀都銀泰置業有限責任公司), Shanghai Kesheng Enterprise Management Partnership (Limited Partnership) (上海恪昇企業管理合夥企業(有限合夥)) and Chengdu Shudu Wanze Real Estate Co., Ltd.* (成都蜀都萬澤置業有限責任公司) entered into a cooperation agreement, pursuant to which, among other things, the parties to the cooperation agreement have agreed on the relevant payment. For further details, please refer to the announcement of the Company dated 30 September 2024.

(i) On 2 September 2024, Chengdu Desun Property Service entered into termination agreements with the relevant debtors and the parking space vendors, pursuant to which, Chengdu Desun Property Service agreed to return 485 parking spaces to the parking space vendors and the relevant debtors agreed to make a payment in an aggregate amount of RMB15.46 million to Chengdu Desun Property Service. For details, please refer to the announcement of the Company dated 2 September 2024.

(j) On 16 August 2024, Chengdu Fengzhi, an indirect wholly-owned subsidiary of the Company, and Dehua Enterprise, intended to participate as a consortium in the project regarding invitation and selection of restructuring investors for the Jinke Property and Chongqing Jinke Restructuring Proposal. On 16 August 2024, Chengdu Fengzhi and Dehua Enterprise applied for the project, and were required to pay the deposit of RMB10 million in aggregate to the administrator after passing the preliminary review, of which Chengdu Fengzhi shall pay RMB5 million. For further details, please refer to the Company's announcement dated 16 August 2024.

(k) On 19 July 2024, Chengdu Fengzhi Technology Co., Ltd.* (成都風知科技有限公司) ("**Chengdu Fengzhi**"), an indirect wholly-owned subsidiary of the Company, entered into an equity transfer agreement with Sichuan Desun Smart Green Operation Enterprise Management Co., Ltd.* (四川德商智慧綠色運營企業管理有限公司) ("**Smart Green**"), pursuant to which, Smart Green agreed to transfer the 100% equity interest in Sichuan Desun Green Building Engineering Construction Management Co., Ltd.* (四川德商綠建工程建設管理有限公司) to Chengdu Fengzhi at a consideration of RMB258,238.62. For further details, please refer to the announcement of the Company dated 19 July 2024.

(l) the Lease Agreement.

12. MISCELLANEOUS

(a) The registered office of the Company is situated at 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

(b) The principal place of business of the Company in Hong Kong is at 31/F., Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

(c) The Company's Hong Kong branch share registrar is Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

(d) The joint company secretaries of the Company are (i) Ms. Wan Hong; and (ii) Ms. Ng Ka Man, an associate member of both The Hong Kong Chartered Governance Institute and The Chartered Governance Institute in the United Kingdom.

13. DOCUMENTS ON DISPLAY

Copies of the following documents will be published and displayed on the websites of the HKEXnews (http://www.hkexnews.hk) and the Company (http://www.desunhui.com) for a period of 14 days from the date of this circular (both days inclusive):

(a) the Lease Agreement; and

(b) this circular.