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天津發展控股有限公司
TIANJIN DEVELOPMENT HOLDINGS LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 882)

DISCLOSEABLE AND CONNECTED TRANSACTION

FORMATION OF FUND

THE PARTNERSHIP AGREEMENT

On 10 September 2025, Lisheng Pharmaceutical, an indirect non-wholly owned subsidiary of the Company, entered into the Partnership Agreement with CCB Investment, TEDA Private Equity, GQC Partnership, TEDA International, Guoxin Fund and CCB Strategic Fund, pursuant to which the Fund shall be formed with a total capital commitment of RMB500,000,000 (equivalent to approximately HK\$547,045,952), among which Lisheng Pharmaceutical as a Limited Partner has committed RMB173,750,000 (equivalent to approximately HK\$190,098,468) to the Fund, representing 34.75% of the total capital commitment of the Fund, subject to the terms and conditions of the Partnership Agreement.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated in accordance with Rule 14.07 of the Listing Rules based on the capital commitment of Lisheng Pharmaceutical under the Partnership Agreement exceeds 5% but none of the applicable percentage ratios exceeds 25%, the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) constitutes a discloseable transaction of the Company, and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, TEDA Holding, through certain of its subsidiaries including Tianjin Bohai, indirectly holds approximately 62.81% of the total number of issued Shares, and is a controlling Shareholder and connected person of the Company. TEDA International is owned as to approximately 53% and 47% by TEDA Holding and Tianjin Bohai respectively, whereas TEDA Private Equity is a wholly-owned subsidiary of TEDA International. Each of TEDA Private Equity and TEDA International is therefore an associate of TEDA Holding and a connected person of the Company. Accordingly, the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) also constitutes a connected transaction of the Company and is subject to the reporting, announcement, circular and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

An EGM will be convened at which an ordinary resolution will be proposed for the Independent Shareholders to consider and, if thought fit, to approve the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund). The associates of TEDA Holding will abstain from voting on the resolution to be proposed at the EGM.

A circular containing, *inter alia*, details of (i) the terms of the Partnership Agreement; (ii) the recommendation of the Independent Board Committee to the Independent Shareholders; (iii) the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; (iv) a notice convening the EGM; (v) other information as required under the Listing Rules is expected to be despatched to the Shareholders on or before 17 October 2025 as additional time is required to finalise certain information to be included in the circular.

INTRODUCTION

Reference is made to the announcement of the Company dated 22 August 2025 in relation to the proposed formation of the Fund. The Company was informed by Lisheng Pharmaceutical that the shareholders' resolution on approving the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) was duly passed at its general meeting held on 8 September 2025.

THE PARTNERSHIP AGREEMENT

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Principal terms of the Partnership Agreement are summarised as follows:

Date

10 September 2025

Name of the Fund

The Fund is a limited partnership enterprise to be established under the laws of the PRC with the tentative name of Tianjin Jiansheng Guoxin TEDA Equity Investment Fund Partnership (Limited Partnership) (天津建生國鑫泰達股權投資基金合夥企業(有限合夥)), the name of which is subject to the approval upon industrial and commercial registration in the PRC.

Parties

- (1) CCB Investment (as General Partner and Fund Manager);
- (2) TEDA Private Equity (as General Partner);
- (3) GQC Partnership (as Special Limited Partner);
- (4) Lisheng Pharmaceutical (as Limited Partner);
- (5) TEDA International (as Limited Partner);
- (6) Guoxin Fund (as Limited Partner); and
- (7) CCB Strategic Fund (as Limited Partner).

Term of the Fund

The term of the Fund shall be no more than five years commencing from the date of first payment of capital by the Fund Partners to the Fund (the “**First Completion Date**”).

The investment period for the Fund shall be the first two years from the First Completion Date (the “**Investment Period**”), which could be extended for one year (i.e. up to three years in total) at the Fund Manager’s discretion. After the expiry of the Investment Period and before the end of the Term (the “**Exit Period**”), the Fund may not make new investment other than those already made during the Investment Period.

Size of the Fund and capital commitment

Committed capital contribution

The total capital commitment of the Fund shall be RMB500,000,000 (equivalent to approximately HK\$547,045,952). The committed capital of each Fund Partner is as follows:

Fund Partner	Type	Capital commitment (RMB)	Capital Proportion (%)
CCB Investment	General Partner	1,000,000	0.20
TEDA Private Equity	General Partner	1,000,000	0.20
GQC Partnership	Special Limited Partner	1,000,000	0.20
Lisheng Pharmaceutical	Limited Partner	173,750,000	34.75
TEDA International	Limited Partner	125,250,000	25.05
Guoxin Fund	Limited Partner	50,000,000	10.00
CCB Strategic Fund	Limited Partner	148,000,000	29.60
Total:		<u>500,000,000</u>	<u>100.00</u>

The amount of committed capital was determined after arm’s length negotiation between the parties with reference to the anticipated capital requirements of the Fund and its investment objectives.

Capital calls

The Fund Manager will from time to time issue payment notice(s) to the Fund Partners to call for capital payment based on their respective Capital Proportion, which shall be settled within not less than 10 business days from the payment notice. The amount of first capital payment for each Limited Partner shall be 20% of its committed capital due on the First Completion Date.

After the first capital call, the Fund Manager may only call for further capital payment(s) by the Fund Partners if 70% of the paid-up capital of the Fund at that time has been utilised (which means that such amount has been either (a) invested in certain companies; (b) agreed to be invested in certain companies; or (c) paid, reserved, or agreed to be paid for certain expenses or liabilities of the Fund).

After the Investment Period, the Fund Manager could not call for any capital payment except for (a) the Fund's expenses, including management fees, and (b) any further investments permitted to be made during the Exit Period as agreed by all Fund Partners.

Default in payment

If a Fund Partner fails to pay its share of capital by the due date, and after a grace period of not more than 15 business days, it shall be liable to indemnify the Fund and other Fund Partners for losses arising from such default, and its right to vote at the Investment Committee and/or the Advisory Committee (if any) shall be suspended.

Subsequent contribution

During the Investment Period, the Fund is open for further capital commitment, whether by new Fund Partners to be admitted ("**Subsequent Partners**") or existing Fund Partners, such that the total capital commitment of the Fund will be increased from RMB500,000,000 to an amount of not more than RMB1,000,000,000.

For the avoidance of doubt, the maximum amount of Lisheng Pharmaceutical's committed capital to the Fund shall be RMB173,750,000, unless it otherwise agrees in writing.

Depending on the paid-up capital in the Fund at the time, a Subsequent Partner shall pay (a) an amount based on its Capital Proportion as if it had been a Fund Partner since the First Completion Date and (b) a compensation equivalent to a simple interest of 8% per annum of such aforesaid amount payable by the Subsequent Partner, which shall accrue from the First Completion Date to the date of first payment by the Subsequent Partner.

Purpose and objectives of the Fund

The Fund will principally invest in the equity interests (including convertible bonds) of unlisted companies, and/or stocks of listed companies that are issued or traded through non-public means in the sectors of health and biotechnology in the PRC, including innovative drugs, medical devices, in vitro diagnostics (IVD) products, medical services, "CXO" and related pharmaceutical outsourcing services, pharmaceutical-related equipment or consumables, life science instruments and tools, medical technology (medical big data, AI life science, internet healthcare, etc.), synthetic biology, bio-agriculture, biomass energy, brain science, medical consumer goods, senior care, Chinese medicine, cells, gene therapy and other high-quality projects in such fields as approved by the Investment Committee.

Investment restrictions

The Fund shall not engage in the following types of activities or investments:

- (i) directly or indirectly trading or investing in stocks, options or derivatives (except for (a) the stocks issued and allotted to the Fund by its investee company after its public listing, and the stocks or corporate bonds received by the Fund as consideration when it disposes of its investment; (b) subject to the applicable laws and regulations, the additional issue, placing or cornerstone investment of its investee companies conducted over-the-counter);
- (ii) investment in other private equity funds;
- (iii) undertaking unlimited or unlimited joint and several liability in its ultra-group investments;
- (iv) provision of sponsorship and donations to any third party;
- (v) directly or indirectly taking deposits, or providing debts to any third party;
- (vi) issuing trust or wealth management products for fund raising;
- (vii) investing in investment funds (including money market funds), corporate bonds, trust products, non-principal guaranteed wealth management or insurance products, options or other derivatives;
- (viii) providing guarantee, mortgages for and being involved in real estates businesses (including purchasing self-use properties);
- (ix) misappropriating funds from other parties/entities; or
- (x) other activities prohibited by the applicable laws and regulations.

The investments of the Fund shall also be subject to the following restrictions:

- (a) the Fund shall not invest more than 50% of its capital in one single investee company;
- (b) the Fund shall not invest more than 50% of its capital in its related-party transactions; and
- (c) the Fund may subscribe for convertible debt securities of an investee company, of which the Fund intends to invest in the equity, only if (i) in principle, the term of such debt will not exceed one year; (ii) the maturity date of the debt shall be no later than the exit date of the Fund's equity investment in such investee company; and (iii) the investments in all unrepaid or unconverted debts shall not exceed 20% of the Fund's capital at any time during the Term.

Management of the Fund

The Fund Manager and General Partners

As the Fund Manager and one of the General Partners, CCB Investment shall provide investment advisory and investment management services to the Fund and is responsible for managing the Fund's investments and operations, including exercising rights in the investee companies on behalf of the Fund, determining reasonable provisions for its investments, executing agreements on behalf of the Fund, conducting fund raising activities for the Fund, screening and verifying investors, managing the Fund's assets, actively seeking investment projects, conducting investigation and evaluation on investment projects, and assisting in their negotiation, completion and ongoing supervision.

As a General Partner, TEDA Private Equity is responsible for assisting in the Fund's management and operations, such as liaising with government authorities and related institutions for the Fund and giving recommendations to the Fund Manager in selecting investment projects and assisting in the post-investment managements.

The Investment Committee

The Investment Committee will decide on the investments (as well as their exit) of the Fund. It shall consist of five members, of which the Fund Manager and TEDA Private Equity shall be entitled to nominate three and two members respectively. Any resolution of the Investment Committee shall be passed by at least two-thirds of its members. Subject to the Investment Committee's approval, the Fund Manager may formulate and amend from time to time the rules of procedure in the Investment Committee.

The Advisory Committee

After the First Completion Date, the Fund Manager may form the Advisory Committee comprising representatives of Limited Partners, where each of CCB Strategic Fund, TEDA International, Guoxin Fund and Lisheng Pharmaceutical may nominate a member. The Advisory Committee may decide on the appointment of independent valuer (for non-cash distributions), whether there is a conflict of interest or Related Party Transaction in respect of the Fund's investments, the alternative proposal in respect of the Key Personnel and other matters which the Fund Manager will seek advice or recommendations from the Advisory Committee.

The Custodian Bank

China Construction Bank, Tianjin Branch (中國建設銀行股份有限公司天津市分行) will act as the custodian bank of the Fund (the "**Custodian Bank**"). A designated account in the name of the Fund will be opened at the Custodian Bank where the assets of the Fund will be held, subject to the custodian agreement entered into with the Fund. The Custodian Bank has the right to appoint an observer at the Investment Committee, who will have the right to attend the meetings but shall have no voting right.

Related Party Transactions

In case of a Related Party Transaction of the Fund, the Fund Manager shall minimise any potential conflict of interest and ensure that such transaction must be conducted on fair and reasonable terms. The relevant valuation to determine the consideration of such Related Party Transaction must be approved by two-thirds of the members of the Investment Committee (excluding those as nominated by the Related Party(ies)), and the Related Party Transaction shall be reviewed by the Advisory Committee and shall seek the unanimous approval from the eligible members whom do not have a conflict of interest in the Related Party Transaction.

Key Personnel

The key personnel of the Fund Manager are as follows:

- Ms. Shang Yan (尚妍), currently the vice chairman and president of CCB Investment, graduated from Xi'an Jiaotong University with a bachelor's degree in industrial foreign trade and Peking University with a master's degree in history of economic thoughts. She has worked in CCB for more than 20 years and served as the vice president of China Construction Bank, Tianjin Branch before her serving in her current position with CCB Investment; and
- Mr. Lee Rui (李瑞), currently the chief investment officer of CCB Investment, graduated from Beijing Normal University with a bachelor's degree in computer science, Cheung Kong Graduate School of Business with a master of business administration degree and Tsinghua University with a master of business administration degree. He has long-standing experiences in private equity investments, mergers and acquisitions of listed companies and mezzanine investments, having previously worked and held senior positions in Accenture China Limited (埃森哲(中國)有限公司), Acer Asia Technology Venture Fund (宏基亞洲風險投資基金), China Fortune Land Development Co., Ltd. (華夏幸福基業控股有限公司) and Huatai Asset Management Company Limited (華泰資產管理有限公司).

In the event that both Key Personnel either (a) cease to provide services to the Fund, the Fund Manager and its Related Parties for more than 120 consecutive business days, (b) become permanently incapacitated, or (c) pass away during the Investment Period (each a “**Key Personnel Event**”), the Fund Manager shall immediately notify the Limited Partners, and the Investment Period shall be suspended at the request of Limited Partners holding at least 75% of the Fund's interest (the “**Suspension Period**”).

Within 90 days of the commencement of the Suspension Period, the Fund Manager shall propose alternatives to the Key Personnel for the Advisory Committee's consideration. Upon obtaining unanimous approval from the Advisory Committee, the Investment Period shall be resumed and extended accordingly. If the Fund Manager fails to propose a replacement for Key Personnel approved by the Advisory Committee within the Suspension Period, the Investment Period will be terminated early upon expiry of such period.

The Fund Manager shall have the right, with the consent of the Advisory Committee, to appoint one or more natural persons to act as (a) a new or replacement Key Personnel, or (b) successors to some or all Key Personnel with a Key Personnel Event. The Key Personnel Event shall be deemed to be lifted as soon as a successor Key Personnel has been appointed in accordance with the Partnership Agreement.

The Fund Expenses

Costs and expenses of the Fund including the (i) management fees and General Partner's remunerations; (ii) custodian fees and bank charges; (iii) legal cost and expenses for litigation or enforcement of rights of the Fund; (iv) expenses for the liquidation and dissolution of the Fund (collectively, the "**Fund Expenses**") shall be borne by the Fund.

During the Term, in respect of each Limited Partner other than GQC Partnership:

- the Fund Manager shall be entitled to a management fee of (i) during the Investment Period (including the one-year extended period, if any), 1.4% per annum of the paid-up capital as contributed by such Limited Partner; and (ii) during the Exit Period, 1.4% per annum of the investment costs in the un-exited project(s) of the Fund attributable to the paid-up capital as contributed by such Limited Partner; and
- TEDA Private Equity shall be entitled to a remuneration of (i) during the Investment Period (including the one-year extended period, if any), 0.6% per annum of the paid-up capital as contributed by such Limited Partner; and (ii) during the Exit Period, 0.6% per annum of the investment costs in the un-exited project(s) of the Fund attributable to the paid-up capital as contributed by such Limited Partner,

provided that (i) the management fees charged by the Fund Manager shall be inclusive of the expenses to be incurred by the Fund Manager in relation to the formation of the Fund, professional fees for due diligence for the investment projects, other professional expenses (such as audit, valuation, legal and consulting) to be incurred for the Fund, government filings fees of the Fund, disbursements for the Investment Committee, the Advisory Committee and Fund Partners' meetings (if any); and (ii) no management fee or General Partner's remuneration will be charged during the Suspension Period or the extended period of the Term (if so agreed by all the Fund Partners to be extended).

The Fund Expenses other than the management fees and the General Partners' remuneration, as well as any taxes payable by the Fund shall be borne by the Fund Partners based on their respective Capital Proportion.

Transfer restrictions of interest in the Fund

A General Partner shall not transfer any of its interest in the Fund, except by unanimous consent of all Limited Partners and in accordance with the terms and conditions set out in the Partnership Agreement.

A Limited Partner shall not transfer or dispose any of its interest in the Fund without the Fund Manager's prior written approval. If a Limited Partner intends to transfer or dispose of its interest in the Fund, it shall submit a request with the Fund Manager, and have the Fund Manager provide a 40-day notification to other Limited Partners, pursuant to the Partnership Agreement. In general, such Limited Partner will not be entitled to any refund of its paid-up capital, except for the scenarios where the Special Exit Right could be exercised.

Special exit right for CCB Strategic Fund, Guoxin Fund and Lisheng Pharmaceutical

However, in the event of any of the following scenarios, each of CCB Strategic Fund, Guoxin Fund and Lisheng Pharmaceutical (but not the other Fund Partners) shall be entitled not to provide further capital payments, or request to exit from the Fund or withdraw its paid-up capital, in the manner and procedures prescribed under the relevant regulatory requirements in the PRC ("**Special Exit Right**"):

- (1) the Fund does not commence the investment project(s) in accordance with the Partnership Agreement (for either not within the scope, direction or manner of investment as agreed), and without remedy after CCB Strategic Fund, Guoxin Fund and Lisheng Pharmaceutical have made written request to cure such default within a reasonable period of time;
- (2) for 1 year after the signing of the Partnership Agreement, the Fund has not been established according to the relevant procedures and prescribed timeline;
- (3) for 1 year after CCB Strategic Fund, Guoxin Fund and Lisheng Pharmaceutical have made payment of capital, the Fund has not commenced any investment projects;
- (4) the Fund has committed a serious unlawful or non-compliance act which would render the Fund unable to be in normal operation;
- (5) there is material adverse change in the Fund Manager's controlling shareholder or ultimate controller or Key Personnel and there is no remedy in satisfaction of CCB Strategic Fund, Guoxin Fund and Lisheng Pharmaceutical; or
- (6) by 25 September 2030, the Fund is still in operation or has not been liquidated and dissolved.

Income distribution and loss sharing

Income distribution

The Fund's distributable income ("**Distributable Income**") comprises (i) proceeds from disposal(s) of the Fund's investments (including interim investments); (ii) distributions, dividends, interests and other cash revenue from its investment activities; (iii) unutilised capital; and (iv) liquidated damages and other cash received by the Fund, after having deducted the relevant taxes, liabilities, the Fund Expenses and other payables.

Distributable Income derived from proceeds from disposal(s) of the Fund's investment (along with other distributions, dividends, interests and other cash revenue accrued during such investment period) shall be distributed within 90 days from its receipt by the Fund or on such other date the Fund Manager may reasonably determine when the Fund has exited from such investment project.

The Distributable Income shall be distributed in the following order:

- (1) as first priority, to all Fund Partners, in proportion to their respective paid-up capital until each Fund Partner has been repaid the amount of paid-up capital it has contributed to the Fund;
- (2) subsequently, to all Fund Partners, a preferential return equivalent to a simple interest of 8% per annum on the paid-up capital as contributed by such Fund Partner accruing from the date(s) of payment(s) of capital by the Fund Partner to the date of repayment of such capital pursuant to paragraph (1) above ("**Preferential Returns**");

- (3) after the full repayment of the paid-up capital to the Fund Partners and the Preferential Returns, GQC Partnership will be entitled to a percentage equivalent to the portion of its paid-up capital contribution to the Fund of such balance (if any), and for the remaining proceeds, (a) 80% of such proceeds will be distributed among the Limited Partners other than GQC Partnership in proportion to their respective paid-up capital contributions; (b) 20% of such proceeds shall be distributed to the General Partners, in the proportion of 40% and 60% to CCB Investment and TEDA Private Equity respectively.

At the expiry of the Term, the Fund Manager shall use all its reasonable endeavours to realise the investments of the Fund into cash for cash distribution to the Fund Partners. However, if the Fund Manager determines that a distribution *in specie* is more preferable to the interest of the Fund Partners, subject to agreement by the relevant Fund Partners and the valuation on the fair value of the assets to be distributed, the Fund Manager may also distribute the assets in the Fund in accordance with the same principles and order of priorities applicable to the Distributable Income.

Loss sharing

Any loss incurred by the Fund in its investment projects shall be borne by all Fund Partners in proportion to their respective paid-up capital. Other losses and liabilities of the Fund shall be borne by all Fund Partners in proportion to their Capital Proportion.

General Partners shall have unlimited liability to the Fund's liabilities on a joint and several basis, while liability of a Limited Partner to the Fund shall be limited to its capital commitment amount.

Conditions precedent

The Partnership Agreement will only become binding on Lisheng Pharmaceutical upon the Company, being the controlling shareholder of Lisheng Pharmaceutical, having complied with the requirements of the Listing Rules in respect of the Transaction, which includes seeking the approval from the Independent Shareholders for the Transaction, and in any event shall be fulfilled by no later than 31 December 2025. In respect of Guoxin Fund, its signing of the Partnership Agreement will only become effective after it has obtained the relevant regulatory approval(s) or consent(s) from the management committee of the Tianjin State-owned Assets Industry Mother Fund (天津市國資產業發展母基金).

REASONS FOR AND BENEFITS OF ENTERING INTO OF THE PARTNERSHIP AGREEMENT

The Group is involved in the pharmaceutical industry through Lisheng Pharmaceutical, which principally engages in the research and development, manufacturing and sale of pharmaceutical products in the PRC. The purpose of the Fund is to invest in the emerging sector of health and biotechnology nationwide.

By investing in the Fund, the cost exposure of Lisheng Pharmaceutical will be limited to the extent of its committed capital, without the need to incur additional expenses and debts on its own as compared with Lisheng Pharmaceutical's direct investments. While investing in the Fund may carry certain inherent investment risks such as that the investment's performance fell short of initial expectation, investments to be made by the Fund are conditional upon the approval by the Investment Committee, in which decisions could not be made without both CCB Investment's and TEDA Private Equity's mutual consent. Considering both TEDA International, being the holding company of TEDA Private Equity, and CCB Strategic Fund, which is also managed by CCB Investment, have also committed a substantial part of capital to the Fund, the interest of Lisheng Pharmaceutical in the Fund is aligned with the interest of both the General Partners and other Limited Partners, while the risk exposure of Lisheng Pharmaceutical will be spread and shared among all Fund Partners.

As an experienced private equity investment manager with favourable returns in its previous investments, TEDA Private Equity initiated the formation of the Fund and has played an important role in facilitating the coordination between parties, including introducing CCB Investment as the Fund Manager and other existing funds as Limited Partners. The Fund will benefit from both the Fund Manager's and TEDA Private Equity's experience, professional network and resources, which may allow the Fund to have investment opportunities to which a Limited Partner alone may not have exposure. The operation and management of the Fund will be enhanced with the upstream and downstream resources of the Fund Manager and the larger CCB group, with a view to realising both the value of financial return and strategic synergy.

Participation in the Fund will deepen the Group's understanding of the latest industry developments in the pharmaceutical business, diversify its investment risks and enable it to explore potential strategic partners in anticipation of other development opportunities in the future. Given the Fund's investment objectives and blueprint, along with the Fund Manager's expertise and experience, the Directors consider that the Group's capital contribution to the Fund will not only provide access to more industry mergers and acquisitions ("M&A") opportunities in line with the Company's development strategy, but will also offer potential returns exceeding those of fixed income, thereby effectively leveraging its existing financial resources and competition edge, enhancing efficiency of capital utilisation and improving capital gains. In the longer run, the investment is conducive to the Company's gradual optimisation and upgrading of its business structure, and will enhance its strength in sustained operation. It is expected that the Company will enjoy future returns of the Fund under risk-controlled conditions, which is conducive to the protection of the interests of Shareholders.

Lisheng Pharmaceutical's participation in the Fund, being funded by its own resources, will not affect the Group's normal operating activities and will not have any material adverse impact on the Group's existing or future financial condition and operating results.

Lisheng Pharmaceutical's interest in the Fund will be recognised as a financial asset in the consolidated financial statements of the Group.

OPINION OF THE DIRECTORS

None of the Directors has a material interest in the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) and hence no Director was required to abstain from voting on the Board resolution(s) for approving the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund).

The Directors (other than the independent non-executive Directors, who will express their view in the circular after having taken into account the advice of the Independent Financial Advisor) consider that, although the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) are not in the ordinary and usual course of business of the Group, the terms of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund), having been reached upon arm's length negotiations amongst the parties, are conducted on normal commercial terms, are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE PARTIES

Lisheng Pharmaceutical principally engages in the research and development, manufacturing and sale of pharmaceutical products in the PRC. As at the date of this announcement, the Company has an effective interest in approximately 34.11% of the issued share capital of Lisheng Pharmaceutical.

TEDA Private Equity is a limited liability company incorporated in the PRC and is wholly-owned by TEDA International. It principally engages in venture capital investment, equity investment, investment management, asset management, fund management, and other activities with private equity funds.

TEDA International is a state-owned limited liability company established in the PRC and is owned as to approximately 53% and 47% by TEDA Holding and Tianjin Bohai respectively. TEDA International is ultimately controlled by Tianjin SASAC. TEDA International focuses on investment holding in the financial industry and other national economy sectors, supervision and management of various businesses of holding companies, investment management and related consultancy services, design, management and service of computer systems in financial and related industries, and asset management.

Guoxin Fund is an investment fund with a wide investor base formed by various Tianjin state-owned enterprises, and its managing partner is Tianjin Jinrong Guosheng Equity Investment Fund Management Co., Ltd. (天津津融國盛股權投資基金管理有限公司). Guoxin Fund is principally engaged in equity investment, investment management, asset management and other activities with private equity funds.

CCB Investment is a subsidiary of CCB. CCB Investment is wholly-owned by CCB Insurance Asset Management Co., Ltd. (建信保險資產管理有限公司), which is held as to 80.10% by CCB Life Insurance Co., Ltd. (建信人壽保險股份有限公司) and 19.90% by CCB International (China) Co., Ltd. (建銀國際(中國)有限公司). CCB Investment acts as the CCB group's equity investment platform and link for integrated investment and loans, and is directly managed by the CCB's head office. It specialises in private equity investment business, and is mainly committed to managing national strategic emerging industry development funds and other private equity funds. CCB Investment is principally engaged in investment management, investment consultancy, industrial investment, and other businesses as approved by regulatory authorities.

GQC Partnership is managed by CCB Investment. It has a wide investor base consisting of CCB Investment's employees, with Mr. Li Rui (李瑞) being the fund partner with the single largest capital proportion of approximately 12.63%. GQC Partnership is an employee investment platform established by CCB Investment pursuant to its internal management scheme to incentivise its employees in the long run. GQC Partnership mainly invests in actively managed equity investment funds initiated and established by CCB Investment as the fund manager. Investors of the GQC Partnership can only invest through the investment platform, and are not allowed to invest in specific projects through other means.

CCB Strategic Fund is a limited partnership enterprise jointly funded by CCB's subsidiaries, certain state-owned enterprises and insurer institutions, and its managing partner is CCB Investment. As a parent fund, it is principally engaged in investment management, equity management and asset management, and invests in sub-funds and direct investment projects in the eight strategic emerging industries in the PRC (including next-generation information technology, high-end equipment, biotechnology, new materials, new energy, new energy vehicles, energy conservation and environmental protection and digital creativity).

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, each of CCB Investment, GQC Partnership, CCB Strategic Fund and their respective ultimate beneficial owners (or in the case of a fund, their general/managing partners and the relevant controlling entities) is an independent third party of the Company and its connected person(s).

INFORMATION ON THE COMPANY

The principal activity of the Company is investment holding. The principal activities of the Group are (i) utilities including supply of water, heat and thermal power as well as electricity; (ii) pharmaceutical including manufacture and sale of chemical drugs, proprietary Chinese medicines and other healthcare products, and research and development of new medicine technology and new products, as well as design, manufacture and printing for pharmaceutical packaging and sale of other paper-based packaging materials; (iii) hotel; (iv) electrical and mechanical including the manufacture and sale of hydroelectric equipment and large scale pump units; and (v) strategic and other investments including investments accounted for using the equity method which are principally engaged in the manufacture and sale of elevators and escalators and provision of port services in Tianjin.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated in accordance with Rule 14.07 of the Listing Rules based on the capital commitment amount of Lisheng Pharmaceutical under the Partnership Agreement exceeds 5% but none of the applicable percentage ratios exceeds 25%, the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) constitutes a discloseable transaction of the Company, and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, TEDA Holding, through certain of its subsidiaries including Tianjin Bohai, indirectly holds a total of 673,759,143 Shares, representing approximately 62.81% of the total number of issued Shares, and is a controlling Shareholder and connected person of the Company. TEDA International is owned as to approximately 53% and 47% by TEDA Holding and Tianjin Bohai respectively, whereas TEDA Private Equity is a wholly-owned subsidiary of TEDA International. Each of TEDA Private Equity and TEDA International is therefore an associate of TEDA Holding and a connected person of the Company. Accordingly, the entering into of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund) also constitutes a connected transaction of the Company and is subject to the reporting, announcement, circular and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

An EGM will be convened at which an ordinary resolution will be proposed for the Independent Shareholders to consider and, if thought fit, to approve the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund). The associates of TEDA Holding will abstain from voting on the resolution to be proposed at the EGM.

The Independent Board Committee comprising all the independent non-executive Directors has been established to advise the Independent Shareholders in respect of the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund). Red Sun Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this respect.

A circular containing, *inter alia*, details of (i) the terms of the Partnership Agreement; (ii) the recommendation of the Independent Board Committee to the Independent Shareholders; (iii) the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; (iv) a notice convening the EGM; and (v) other information as required under the Listing Rules is expected to be despatched to the Shareholders on or before 17 October 2025 as additional time is required to finalise certain information to be included in the circular.

DEFINITIONS

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

“Advisory Committee”	advisory committee of the Fund
“associates”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Capital Proportion”	the proportion of a Fund Partner’s committed capital to the total capital commitment of the Fund
“CCB”	China Construction Bank (中國建設銀行股份有限公司)
“CCB Investment”	CCB Private Equity Investment Management Co., Ltd (建信股權投資管理有限責任公司)
“CCB Strategic Fund”	Jianxin Pilot Strategic Emerging Industries Development Fund (L.P.) (建信領航戰略性新興產業發展基金(有限合夥))
“Company”	Tianjin Development Holdings Limited (天津發展控股有限公司), a company incorporated in Hong Kong with limited liability and the shares of which are listed on the Stock Exchange (Stock Code: 882)
“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

“Custodian Bank”	the custodian bank of the Fund, being China Construction Bank, Tianjin Branch (中國建設銀行股份有限公司天津市分行)
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened and held for the Independent Shareholders to consider and, if thought fit, approve the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund)
“Exit Period”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Term of the Fund” under this announcement
“First Completion Date”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Term of the Fund” under this announcement
“Fund”	the limited partnership enterprise to be established under the laws of the PRC with the tentative name of Tianjin Jiansheng Guoxin TEDA Equity Investment Fund Partnership (Limited Partnership) (天津建生國鑫泰達股權投資基金合夥企業(有限合夥))
“Fund Manager”	CCB Investment, the manager of the Fund under the Partnership Agreement
“Fund Partners”	the partners of the Fund from time to time
“General Partners”	Fund Partners admitted as general partners of the Fund, being CCB Investment and TEDA Private Equity
“GQC Partnership”	Gongqingcheng Jianxing Investment Partnership (Limited Partnership) (共青城建興投資合夥企業(有限合夥)), an employee investment platform established by CCB Investment
“Group”	the Company and its subsidiaries
“Guoxin Fund”	Tianjin Guoxin Industrial Development Guidance Fund I (Limited Partnership) (天津市國鑫一號產業發展母基金合夥企業(有限合夥))
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“Independent Board Committee”	an independent committee of the Board comprising all the independent non-executive Directors, which has been established to advise the Independent Shareholders on the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund)
“Independent Financial Adviser” or “Red Sun Capital”	Red Sun Capital Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, which has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund)
“Independent Shareholders”	the Shareholders who do not have a material interest in the Partnership Agreement and the transactions contemplated thereunder (including the proposed formation of the Fund), which shall exclude associates of TEDA Holding
“Investment Committee”	the investment committee of the Fund
“Investment Period”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Term of the Fund” under this announcement
“Key Personnel”	the key personnel of the Fund Manager, Ms. Shang Yan (尚妍) and Mr. Lee Rui (李瑞)
“Key Personnel Event”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Management of the Fund” in this announcement
“Limited Partner(s)”	Fund Partners admitted as limited partners of the Fund, being GQC Partnership, Lisheng Pharmaceutical, TEDA International, Guoxin Fund and CCB Strategic Fund
“Lisheng Pharmaceutical”	Tianjin Lisheng Pharmaceutical Co., Ltd. (天津力生製藥股份有限公司), a joint stock limited company established under the laws of the PRC and is listed on the A Shares Market of the Shenzhen Stock Exchange (Stock Code: 002393), and an indirect non-wholly owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Partnership Agreement”	the limited partnership agreement entered into on 10 September 2025 among CCB Investment, TEDA Private Equity, GQC Partnership, Lisheng Pharmaceutical, TEDA International, Guoxin Fund and CCB Strategic Fund, in relation to the formation of the Fund
“percentage ratios”	has the meaning ascribed to it under the Listing Rules

“PRC”	the People’s Republic of China (for the purpose of this announcement, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan)
“Related Party”	in relation to a particular person, a person who directly or indirectly controls that person, or is controlled or jointly controlled by that person
“Related Party Transaction”	a transaction between Related Parties to subscribe for or dispose of certain interest, which, in the case of the Fund, includes a transaction between the Fund and any of the following entities (but excluding special purpose vehicles): (1) any General Partner; (2) any Limited Partner; (3) the Fund Manager and any private equity fund managed by it; and (4) an entity which has a material interest in or with any the aforesaid party
“RMB”	Renminbi, the lawful currency of the PRC
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	share(s) of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Special Exit Right”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Transfer restrictions of interest in the Fund” under this announcement
“Special Limited Partner”	the special limited partner of the Fund, being a special investment vehicle of the management team of the Fund Manager
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsequent Partners”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Size of the Fund and capital contribution” under this announcement
“subsidiary(ies)”	has the meaning ascribed thereto in the Listing Rules
“Suspension Period”	has the meaning ascribed to it under the section “THE PARTNERSHIP AGREEMENT – Management of the Fund” in this announcement
“TEDA Holding”	Tianjin TEDA Investment Holding Co., Ltd. (天津泰達投資控股有限公司), a state-owned enterprise established in the PRC which is indirectly wholly-owned by the Tianjin Municipal People’s Government of the PRC and is an intermediate controlling Shareholder which indirectly owns approximately 62.81% of the total issued Shares

“TEDA International”	Tianjin TEDA International Holding (Group) Co., Ltd. (天津市泰達國際控股(集團)有限公司), a company incorporated in the PRC with limited liability which is owned as to 53% and 47% by TEDA Holding and Tianjin Bohai respectively
“TEDA Private Equity”	Tianjin TEDA Private Equity Fund Management Co., Ltd. (天津泰達私募基金管理有限公司), a company incorporated in the PRC with limited liability and a wholly-owned subsidiary of TEDA International
“Term”	the term of the Fund, being a period of five years commencing from the First Completion Date
“Tianjin Bohai”	Tianjin Bohai State-owned Assets Management Co., Ltd. (天津渤海國有資產經營管理有限公司), a state-owned enterprise established in the PRC which is indirectly non-wholly owned by TEDA Holding and is an intermediate controlling shareholder of the Company
“Tianjin SASAC”	the State-owned Assets Supervision and Administration Commission of the Tianjin Municipal People’s Government (天津市人民政府國有資產監督管理委員會)
“Transaction”	the entering into of the Partnership Agreement by Lisheng Pharmaceutical
“%”	per cent

English names of the PRC established companies/entities in this announcement are only translations of their official Chinese names. In case of inconsistency, the Chinese names prevail.

In this announcement, RMB has been converted to HK\$ at the rate of RMB0.914 = HK\$1.00 for illustration purpose only. No representation is made that any amounts in RMB or HK\$ have been, could have been or could be converted at the above rate or at any other rates or at all.

By Order of the Board
Tianjin Development Holdings Limited
Teng Fei
Chairman and Executive Director

Hong Kong, 10 September 2025

As at the date of this announcement, the Board of the Company consists of Mr. Teng Fei, Dr. Zhai Xinxiang, Mr. Xia Binhui, Mr. Sun Lijun, Ms. Ng Yi Kum, Estella**, Mr. Wong Shiu Hoi, Peter**, Mr. Lau Ka Keung** and Mr. Sin Hendrick**.*

* *non-executive director*

** *independent non-executive director*