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A-LIVING SMART CITY SERVICES CO., LTD. *

雅生活智慧城市服務股份有限公司

(a joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3319)

VARIATION OF TERMS TO

(1) THE CONTINUING CONNECTED TRANSACTIONS; AND (2) DISCLOSEABLE AND CONTINUING CONNECTED TRANSACTION

Reference is made to the circular of the Company dated 22 October 2020 and the announcement of the Company dated 22 April 2022 in respect of the Existing CCT Agreements. The Board announces that on 28 August 2023, the Company has entered into the Supplemental CCT Agreements with Agile to vary the payment terms under each of the Existing CCT Agreements.

SUMMARY OF THE EXISTING CCT AGREEMENTS

Details of each of the Existing CCT Agreements (extracted from the circular of the Company dated 22 October 2020 and the announcement of the Company dated 22 April 2022) and the respective historical amounts relevant to the transactions contemplated therein for the year ended 31 December 2022 and the six months ended 30 June 2023 are as follow:

2021 Property Management Services Framework Agreement

Date:	23 September 2020
Parties:	The Company Agile
Terms:	The 2021 Property Management Services Framework Agreement is valid for three years from 1 January 2021 and ending on 31 December 2023.
Subject matter:	The Group will provide to the Agile Group property management services, including but not limited to (i) onsite security, cleaning, greening and gardening, repair and maintenance services as well as customer services to the property sales centers of the Agile Group at the pre-delivery stage; (ii) operations and management services for the unsold property units; (iii) disinfection and hygiene services; (iv) property management services for the diversified businesses of Agile, including but not limited to environmental protection, urban renewal and real estate construction; and (v) properties owned by the Agile Group requiring the above services.
Pricing and other terms:	The services fees to be charged by the Group under the 2021 Property Management Services Framework Agreement will be determined on arm's length basis, with reference to (i) the location of the project; and (ii) the anticipated operational costs (including labor costs, material costs and administrative costs) with reference to the fees for similar services and similar

type of projects in the market. The fees payable by the Agile Group to the Group shall be no less favourable than those offered by any Independent Third Party.

Members of the Group and members of the Agile Group will enter into separate agreements which will set out the specific terms and conditions according to the principles provided in the 2021 Property Management Services Framework Agreement.

Annual caps: The annual caps for the transactions contemplated under the 2021 Property Management Services Framework Agreement for the three years ending 31 December 2023 are expected not to exceed the followings:

	2021	2022	2023
	<i>(RMB in millions)</i>		
Annual caps	1,030	1,300	1,530

Historical amounts: For the year ended 31 December 2022 and the six months ended 30 June 2023, the service fees paid to the Group under the 2021 Property Management Services Framework Agreement amounted to RMB510.57 million and RMB164.00 million, respectively.

2021 Property Agency Services Framework Agreement

Date: 23 September 2020

Parties: The Company
Agile

Terms: The 2021 Property Agency Services Framework Agreement is valid for three years from 1 January 2021 and ending on 31 December 2023.

Subject matter: The Group will provide to the Agile Group property agency services, including but not limited to, providing marketing and sales services for properties developed by the Agile Group.

Pricing and other terms: The services fees to be charged by the Group under the 2021 Property Agency Services Framework Agreement will be determined on arm's length basis, with reference (i) the location of the project; (ii) the anticipated operational cost (including labor costs) for providing such services; and (iii) the prevailing market price for similar property agency services for property developers in the open market and any adjustment to commission rate based on the usual market practice. The fees payable by the Agile Group to the Group shall be no less favourable than those offered by any Independent Third Party.

Members of the Group and members of the Agile Group will enter into separate agreements which will set out the specific terms and conditions according to the principles provided in the 2021 Property Agency Services Framework Agreement.

Annual caps: The annual caps for the transactions contemplated under the 2021 Property Agency Services Framework Agreement for the three years ending 31 December 2023 are expected not to exceed the followings:

	2021	2022	2023
	<i>(RMB in millions)</i>		
Annual caps	1,400	1,800	2,350

Historical amounts: For the year ended 31 December 2022 and the six months ended 30 June 2023, the service fees paid to the Group under the 2021 Property Agency Services Framework Agreement amounted to RMB541.51 million and RMB258.43 million, respectively.

2021 Framework Referral Agreement

Date: 23 September 2020

Parties: The Company

Agile

Terms: The 2021 Framework Referral Agreement is valid for three years from 1 January 2021 and ending on 31 December 2023.

Subject matter: The Group will provide marketing referral services in respect of the sales of residential properties and car parking spaces by the Agile Group in their development projects to be provided by the Group to the Agile Group including but not limited to (i) marketing activities through the utilisation of the community resources and other sales channel of the Group; (ii) customers' information collection; and (iii) customers' referrals.

Pricing and other terms: The commission rate to be charged by the Group under the 2021 Framework Referral Agreement will be determined on arm's length basis, with reference to (i) the commission rate provided by the Agile Group to its independent third parties; (ii) the prevailing market commission rate of comparable transactions; and (iii) any adjustment to the commission rate based on prevailing market conditions. The fees payable by the Agile Group to the Group shall be no less favourable than those offered by any Independent Third Party.

Members of the Group and members of the Agile Group will enter into separate agreements which will set out the specific terms and conditions according to the principles provided in the 2021 Framework Referral Agreement.

Annual caps: The annual caps for the transactions contemplated under the 2021 Framework Referral Agreement for the three years ending 31 December 2023 are expected not to exceed the followings:

	2021	2022	2023
	<i>(RMB in millions)</i>		
Annual caps	550	735	985

Historical amounts: For the year ended 31 December 2022 and the six months ended 30 June 2023, the service fees paid to the Group under the 2021 Framework Referral Agreement amounted to RMB345.25 million and RMB193.70 million, respectively.

2022 Parking Space Leasing and Sales Agency Services Framework Agreement

- Date:** 22 April 2022
- Parties:** The Company
Agile
- Terms:** Period commencing from the Effective Date of the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement and ending on 31 December 2024 (both days inclusive).

The term is divided into three service periods: (i) from the Effective Date to 31 December 2022; (ii) from 1 January 2023 to 31 December 2023; and (iii) from 1 January 2024 to 31 December 2024.
- Scope of Service:** The Group shall provide the Agile Group with parking space sales and leasing agency services, including but not limited to (1) parking space sales agency services; and (2) parking space leasing agency services.
- Subject matter:** The Agile Group shall engage the Group to provide sales and leasing agency services on an exclusive basis in respect of certain parking spaces owned by the Agile Group. During the term of the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement, the Group shall be the exclusive service provider of the sales and leasing agency services and the Agile Group shall not engage other third parties for such services in respect of the Exclusive Parking Spaces. The Agile Group shall not sell, transfer or dispose of in any other manner any of the Exclusive Parking Spaces to third parties, and shall not engage other third parties for such services unless agreed by both parties.

The Group and the Agile Group shall enter into further transaction contracts which shall set out the specific projects and the number of Exclusive Parking Spaces subject to the arrangements during each Service Period. The transaction contracts shall set out the necessary terms and conditions for the relevant transactions contemplated after arm's length negotiations on normal commercial terms.
- Pricing policy and other terms of the sales and leasing agency services:** The Agency Fee to be charged by the Group will be calculated as follows:

The Group and the Agile Group will agree on a market value for the sales and leasing of the Exclusive Parking Spaces which will be assessed based on the historical average transaction price of comparable parking spaces and the average transaction price of comparable projects available from third parties in the surrounding markets of the Exclusive Parking Spaces, while taking into account factors such as the project's occupancy rate, number of available parking spaces, sales stage, and parking space quality. The Company has engaged an independent valuer to determine the rationality of the pricing logic and considerations of the Agreed Value and considered it reasonable. The Group and the Agile Group will then agree on a base price for the sales and leasing of the Exclusive Parking Spaces which will be not more than 65% of the Agreed Value. The Base Price shall be determined with reference to the qualitative factors including the specific project's occupancy rate, parking space allocation, sales stage and parking space quality, etc. and the discount rate of the industry's Base Price and is better than that of the industry. The Agile Group will transfer or lease (as the case may be) the Exclusive Parking Spaces to third party

customers designated by the Group at the request of the Group at a price which shall not be lower than the Base Price.

The Agency Fee for the Group will be the sum of (i) the multiple of the Base Price and an agreed rate and (ii) the multiple of the difference between the Sales Price and the Base Price (if any) and another agreed rate. The Agile Group shall settle the payment of the Agency Fee to the Group on a monthly basis after receiving the sales or lease payment from third party customers. The first payment during the first Service Period will be settled after May 2022 and thereafter on a monthly basis.

Deposit for the Exclusive Leasing and Sales Rights:

In consideration of the granting of the Exclusive Leasing and Sales Rights, the Group shall pay the Deposit to the Agile Group, which shall be agreed by the Group and the Agile Group and shall not exceed 30% of the Base Price.

By paying the Deposit to acquire the Exclusive Leasing and Sales Rights at the Base Price, the Group will be entitled to a two-layer commission structure which is more favourable than the original fixed commission agency model of the Group while the Group needs not to share the risk of holding unsold and vacant parking spaces. The terms in respect of the Deposits offered under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement are no less favourable than those available to the Independent Third Parties. The Group will devote sufficient resources and focus on the development of large-scale sales and leasing agency services of the Exclusive Parking Spaces to further expand the Group's asset management business, thereby broadening the Group's revenue base, enhancing profitability and bringing valuable returns to the Shareholders. Accordingly, the Board considers the Deposit and the rate of the Deposit to be normal business practices.

Pursuant to the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement, the Deposit paid shall be refunded in full to the Group in the following manner:

- (i) the corresponding Deposit paid for the Exclusive Parking Spaces sold shall be repayable upon the end of each Settlement Cycle; and
- (ii) the remaining balance of the Deposit (if any) shall be repayable to the Group within one month either after the expiration of each Service Period or the termination of the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement.

In the event that the Agile Group fails to return the Deposit pursuant to the terms of the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement, the Agile Group is liable to a default penalty fee and the Group is entitled to select parking spaces from the projects of unsold parking spaces of the Agile Group as the compensation to the Group at a price not higher than 30% of the Base Price of the Exclusive Parking Spaces.

During each Settlement Cycle, the Group can replace the Exclusive Parking Spaces with other unsold and unleased parking spaces of the Agile Group of the same value.

Annual caps: The annual caps for the transactions contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement from the Effective Date to 31 December 2022 and for the two years ending 31 December 2024 are expected not to exceed the followings:

	From Effective Date to 31 December 2022	From 1 January 2023 to 31 December 2023	From 1 January 2024 to 31 December 2024
		<i>(RMB in millions)</i>	
Deposit	700	700	700
Agency Fee	145	170	170

Historical amounts: For the year ended 31 December 2022 and the six months ended 30 June 2023, (i) the Deposits and (ii) the Agency Fee payable by the Agile Group to the Group amounted to RMB700 million and approximately RMB110.90 million, and to RMB700 million and approximately RMB9.58 million.

THE SUPPLEMENTAL CCT AGREEMENTS

Pursuant to each of the Supplemental CCT Agreements, the Company and Agile agreed to the following mechanism as an additional means to settle the service fees due and payable by the Agile Group to the Group under each of the Existing CCT Agreements:

- (i) in the event the Agile Group is unable to pay any Outstanding Payables, the Group may elect to accept assets from the Agile Group's unsold property assets (including but not limited to office buildings, shops and commercial housing) in the same value as the Outstanding Payables as settlement of Outstanding Payables. The list of such Offset Assets shall be finalised and confirmed by the Company and Agile;
- (ii) if the Group elects to accept such Offset Assets to settle Outstanding Payables, the Group and the Agile Group shall enter into the Property Transfer Agreement, under which the consideration for the transfer of the Offset Assets by the Agile Group to the Group shall be offset against the Outstanding Payables;
- (iii) the Agile Group agreed to grant the Group a one-time free right to request any party designated by the Company to be named as the registered owner of the Offset Assets within two years commencing from the effective date of the Property Transfer Agreement; and
- (iv) the Agile Group agreed that during the Naming Period, the Group may request to exchange any Offset Asset initially identified and subject to the Property Transfer Agreement for one or more other property asset(s) held by the Agile Group of equal value, including but not limited to office buildings, shops and commercial housing.

The effectiveness of the Supplemental CCT Agreements is subject to the approval by the Independent Shareholders at the EGM.

Save for the above revision in the Supplemental CCT Agreements, all other terms of the Existing CCT Agreements shall remain valid and in full force and effect.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SUPPLEMENTAL CCT AGREEMENTS

The revision set out in the Supplemental CCT Agreements allows the Group to have greater flexibility in recovering receivables from the Agile Group. The Group shall pledge the Offset Assets to its third-party suppliers to settle other payables due from the Group to such suppliers, or may sell or let out the Offset Assets to third-parties for cash.

The Board (excluding the independent non-executive Directors, whose views will be given after considering the advice from the Independent Financial Adviser) considers that the entering of the Supplemental CCT Agreements is in the Group's ordinary course of business, and the terms of the Supplemental CCT Agreements are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

PRICING POLICY

The value of the relevant Offset Assets shall be determined jointly by the Company and Agile at the time of the signing of the Property Transfer Agreement after arm's length negotiation and with reference to (i) the valuation report of the Offset Assets to be prepared by an independent valuer who shall adopt a market approach; (ii) the recent sales prices of the property projects in which the Offset Assets are located; and (iii) the recent sales prices of similar properties in the surrounding area of the Offset Assets. Such valuation principles are also applicable to the Company's request to exchange Offset Assets for one or more other property asset(s) held by the Agile Group of equal value.

As a general principle, the service fees to be charged or paid by the Group under the respective agreement of the continuing connected transactions of the Group shall be determined on an arm's length basis in accordance with the prevailing market prices of similar services or products and on the following principles:

- (i) by reference to the prevailing market price of the same or substantially similar services or products taking into account of the price of the same or substantially similar services or products with comparable scope or quantities and quality offered by other suppliers/purchasers to the Group;
- (ii) if there are not sufficient comparable transactions in (i) above, on normal commercial terms comparable to those offered to/received from independent third parties by the Agile Group in respect of the same or substantially similar services or products with comparable quantities; and
- (iii) if both (i) and (ii) above are not applicable, by reference to the average price of similar services or products previously supplied or procured by a party, and on normal commercial terms comparable to those offered by the relevant party to independent third parties.

In order to ascertain the prevailing market price, the sales department of the Group and its designated personnel will, on a quarterly basis, invite quotations from at least two Independent Third Parties for the provision of the same or similar services or products with comparable scope or quantities and quality under normal commercial terms in the ordinary course of business of such Independent Third Parties; or if applicable, the price list of services or products procured by the Agile Group from Independent Third Parties for same or similar services or products with comparable scope or quantities and quality as provided by the Group to the Agile Group. The sales department of the Group will then compare the market price with the fees under individual transactions pursuant to the Existing CCT Agreements, and make evaluation and assessment to ensure that the price payable by or to be charged by the Agile Group will be on normal commercial terms and on terms no less favourable than that available from Independent Third Parties.

INTERNAL CONTROL POLICIES FOR CONTINUING CONNECTED TRANSACTIONS

To enable the Group to review and assess whether the individual transactions will be conducted within the framework of the Existing CCT Agreements and the Supplemental CCT Agreements and in accordance with the aforesaid pricing policy to ensure that the actual prices for the continuing connected transactions of the Group are on normal commercial terms and on terms no less favourable to the Group than those available from Independent Third Parties, the Group has adopted the following measures:

- (1) the general manager of the sales department and finance department will closely monitor the transactions to ensure that the transaction amount does not exceed the annual caps of the Existing CCT Agreements;
- (2) the implementation of specific contracts shall be subject to the appropriate approval of the general manager of the business department, finance department, legal department and management of the Group to ensure that the contracts are in line with the pricing policy and principal terms of the Existing CCT Agreements;
- (3) the general manager of the business department of the Group will conduct regular reviews to keep abreast of the prevailing fee level in the market and the market conditions for the purpose of considering if the price charged for a specific transaction is fair and reasonable and is in accordance with the pricing policy;
- (4) the general manager of the financial department of the Group will regularly review the settlement of service fees to ensure that the settlement of the service fees are carried out in accordance with the Existing CCT Agreements and the Supplemental CCT Agreements;
- (5) the auditors of the Company shall conduct annual reviews on pricing and annual caps of such continuing connected transactions to ensure that the transactions amount is within the annual caps and that the transactions are conducted on the principal terms of the Existing CCT Agreements; and
- (6) the independent non-executive Directors would continue to review the management's quarterly review reports on the transactions contemplated under the Existing CCT Agreements to ensure that such transactions are conducted on normal commercial terms and are in the ordinary and usual course of business of the Group, and the terms and conditions thereof are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As at the date of this announcement, Agile is the controlling shareholder of the Company and thus a connected person of the Company under the Listing Rules, and the transactions contemplated under the Supplemental CCT Agreements constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

Pursuant to the note to Rule 14A.35 of the Listing Rules, if there is any material variation of the terms or material delay in the completion of a connected transaction, the issuer must, announce this fact as soon as practicable.

As the highest applicable percentage ratio in respect of the annual caps under each of Supplemental CCT Agreements is more than 5%, each of them is subject to the reporting, annual review, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the highest amount of the annual cap of the Deposit is over 5% but all of which are less than 25%, the transactions in respect of the Deposit contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement constitute a discloseable transaction for the Company and are subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules and are also subject to the announcement, annual review, and the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In light of the variation of terms of the Existing CCT Agreements pursuant to the Supplemental CCT Agreements, save for Mr. Chan Cheuk Hung and Mr. Huang Fengchao, the executive Directors who are directors and shareholders of Agile, and Mr. Chen Siyang, an executive Director who is the son of Mr. Chan Cheuk Hung, none of the Directors has or is deemed to have a material interest in the Supplemental CCT Agreements and the transactions contemplated thereunder. Hence, only Mr. Chan Cheuk Hung, Mr. Huang Fengchao and Mr. Chen Siyang are required to abstain, and have abstained, from voting on the relevant Board resolutions.

INFORMATION ON THE PARTIES

The Company

The Company positions itself as a mid- to high-end provider of nationwide comprehensive property management services, ranking the 3rd of the Top 100 Property Management Companies in China published by China Index Academy. The Group dedicates to providing high-quality and full- scenario services to property owners, undertaking the corporate mission of “becoming the preeminent quality service provider in China”. With the continuous business expansion covering the whole industry chain, the Group is proactively innovating and exploring the value-added service ecosystem. Currently, the Group has developed four business lines, namely, property management services, property owners value-added services, city services and extended value-added services, with a nationwide coverage of 31 provinces, municipalities and autonomous regions, and has developed a balanced business portfolio layout covering residential properties, public buildings and commercial and office buildings.

Agile

Agile is an exempted company with limited liability incorporated in the Cayman Islands, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 3383). The Agile Group is one of the leading property developers in the PRC and is principally engaged in the development of large-scale mixed-use property projects, with extensive presence in the businesses of property management, environmental protection, construction, real estate construction management and commercial.

EXTRAORDINARY GENERAL MEETING

The relevant Supplemental CCT Agreements and the transactions respectively contemplated thereunder are subject to the approval by the Independent Shareholders by way of ordinary resolution at the EGM.

The Company has established the Independent Board Committee comprising all three independent non-executive Directors to advise the Independent Shareholders as to whether the continuing connected transactions under the relevant Supplemental CCT Agreements and the transactions contemplated thereunder are fair and reasonable, on normal commercial terms, and are entered into in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole, and to advise the Independent Shareholders on how to vote at the EGM, after taking into account the recommendations of the Independent Financial Adviser. Rainbow Capital (HK) Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders as to the foregoing matters.

A circular containing, among other things, (i) a letter from the Board containing details of the Supplemental CCT Agreements; (ii) recommendations of the Independent Board Committee to the Independent Shareholders; (iii) a letter from the Independent Financial Adviser containing its advice in connection with the aforesaid; and (iv) a notice of the EGM together with the proxy form will be despatched to the Shareholders on or before 30 November 2023 as additional time is required to prepare and finalise the circular.

DEFINITIONS

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

“2021 Framework Referral Agreement”	the framework referral agreement entered into between the Company and Agile dated 23 September 2020
“2021 Property Agency Services Framework Agreement”	the property agency services framework agreement entered into between the Company and Agile dated 23 September 2020
“2021 Property Management Services Framework Agreement”	the property management services framework agreement entered into between the Company and Agile dated 23 September 2020
“2022 Parking Space Leasing and Sales Agency Services Framework Agreement”	the parking space leasing and sales agency services framework agreement entered into between the Company and Agile on 22 April 2022
“Agency Fee”	the agency service fee to be paid by Agile Group to the Group as contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Agile”	Agile Group Holdings Limited (雅居樂集團控股有限公司) (stock code: 3383), an exempted company with limited liability incorporated in the Cayman Islands and the shares of which are listed on the Main Board of the Stock Exchange
“Agile Group”	Agile and its subsidiaries and associates, excluding the Group
“Agreed Value”	market value for the sales and leasing of the Exclusive Parking Spaces to be agreed by the Group and the Agile Group
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Base Price”	a base price for the sales and leasing of the Exclusive Parking Spaces to be agreed by the Group and the Agile Group which will be not more than 65% of the Agreed Value
“Board”	the board of Directors
“China” or “PRC”	the People’s Republic of China, which for the purpose of this announcement shall exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan

“Company”	雅生活智慧城市服務股份有限公司 (A-Living Smart City Services Co., Ltd.*), a joint stock company incorporated in the PRC with limited liability, the H Shares of which are listed on the Main Board of the Stock Exchange
“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
“Deposit”	the deposit to be paid by the Group to the Agile Group as contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Director(s)”	the director(s) of the Company
“Domestic Shares”	ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are subscribed for and paid up in Renminbi
“EGM”	the forthcoming 2023 third extraordinary general meeting of the Company to be held and convened to consider and, if thought fit, approve the Supplemental CCT Agreements and the transactions respectively contemplated thereunder
“Effective Date”	the date on which both the Agile Group and the Group have obtained all necessary internal approvals in respect of the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Exclusive Leasing and Sales Rights”	the provision of sales and leasing agency services on an exclusive basis by the Group to the Agile Group as contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Exclusive Parking Spaces”	certain parking spaces owned by the Agile Group being the subject matter of the Exclusive Leasing and Sales Rights as contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Existing CCT Agreement(s)”	collectively (i) 2021 Property Management Services Framework Agreement; (ii) 2021 Property Agency Services Framework Agreement; (iii) 2021 Framework Referral Agreement; and (iv) 2022 Parking Space Leasing and Sales Agency Services Framework Agreement, and each the “Existing CCT Agreement”
“Group”	the Company and its subsidiaries
“H Shares”	overseas listed shares in the ordinary share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and traded in HK\$ and listed on the Stock Exchange
“H Shareholders”	holders of the H Shares

“HK\$”	Hong Kong dollars, 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 three independent non-executive Directors, established to advise the Independent Shareholders in respect of the continuing connected transactions under the Supplemental CCT Agreements
“Independent Financial Adviser”	Rainbow Capital (HK) Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), being the independent financial adviser appointed by the Company for the purpose of advising the Independent Board Committee and the Independent Shareholders in respect of the continuing connected transactions under the Supplemental CCT Agreements
“Independent Shareholders”	Shareholders who do not have a material interest in the Supplemental CCT Agreements
“Independent Third Party(ies)”	a person, or in the case of a company, the company or its ultimate beneficial owner(s), who is independent of and not connected with the Group and its connected persons and their respective ultimate beneficial owner(s) or their respective associates
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Main Board”	has the meaning ascribed to it under the Listing Rules
“Naming Period”	a one-time free right granted by the Agile Group to the Group to request any party designated by the Company to be named as the registered owner of the Offset Assets within two years commencing from the effective date of the Property Transfer Agreement
“Offset Asset(s)”	selected Agile Group’s unsold high-quality assets (including but not limited to office buildings, shops, commercial housing, etc.) to settle the service fees payable by the Agile Group to the Group under each of the Existing CCT Agreements, pursuant to the Supplemental CCT Agreements
“Outstanding Payables”	service fees under the relevant Existing CCT Agreements which have become due and payable

“Property Transfer Agreement”	the property transfer agreement to be entered into between the Group and the Agile Group if the Group elects to accept the Offset Assets to settle Outstanding Payables, under which the consideration for the transfer of the Offset Assets by the Agile Group to the Group shall be offset against the Outstanding Payables
“RMB” or “Renminbi”	Renminbi, the lawful currency of the PRC
“Sales Price”	the price at which the Agile Group will transfer or lease (as the case may be) the Exclusive Parking Spaces to third party customers designated by the Group at the request of the Group, which shall not be lower than the Base Price.
“Service Periods”	(i) from the Effective Date to 31 December 2022; (ii) from 1 January 2023 to 31 December 2023; and (iii) from 1 January 2024 to 31 December 2024 as contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Settlement Cycle”	the payment schedule in respect of the Agency Fee as contemplated under the 2022 Parking Space Leasing and Sales Agency Services Framework Agreement
“Share(s)”	ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, comprising Domestic Shares and H Shares
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning as ascribed to it under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Supplemental CCT Agreements”	the four supplemental agreements dated 28 August 2023 and entered into between the Company and Agile, which amended and supplemented the Existing CCT Agreements
“%”	per cent.

By order of the Board
A-Living Smart City Services Co., Ltd.*
LI Dalong
Executive Director, President (General Manager)
and Chief Executive Officer

Hong Kong, 28 August 2023

As at the date of this announcement, the Board comprises eight members, being Mr. Chan Cheuk Hung[^] (Co-chairman), Mr. Huang Fengchao[^] (Co-chairman), Mr. Li Dalong[^] (President (General Manager) and Chief Executive Officer), Mr. Chen Siyang[^] (Vice President), Mr. Xu Yongping[^], Mr. Wang Gonghu^{^^}, Mr. Weng Guoqiang^{^^} and Mr. Li Jiahe^{^^}.

[^] *Executive Directors*

^{^^} *Non-executive Director*

^{^^^} *Independent Non-executive Directors*

** for identification purposes only*