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**CSSC (Hong Kong) Shipping Company Limited**  
**中國船舶集團(香港)航運租賃有限公司**

*(formerly known as CSSC (Hong Kong) Shipping Company Limited 中國船舶(香港)航運租賃有限公司)*

*(Incorporated in Hong Kong with limited liability)*

**(Stock code: 3877)**

**DISCLOSEABLE TRANSACTIONS**  
**IN RELATION TO**  
**THE SALE AND LEASEBACK OF THREE VESSELS**

The Board is pleased to announce that, on 30 October 2023, Fortune Pandas I, Fortune Pandas II and Fortune Pandas III, being the Company's wholly-owned SPVs, have entered into the Memorandums of Agreement and the Bareboat Charters with the Charterers, pursuant to which Fortune Pandas I, Fortune Pandas II and Fortune Pandas III have agreed to (i) purchase the Vessels from the Charterers at the Consideration; and (ii) lease back the Vessels to the Charterers at a total estimated charterhire to be payable by the Charterers of approximately US\$210,303,000 (including estimated lease interest of approximately US\$46,734,000).

Pursuant to Chapter 14 of the Listing Rules, as the highest applicable percentage ratio of the transactions contemplated under the Memorandums of Agreement and the Bareboat Charters is more than 5% but less than 25%, the transactions contemplated under the Memorandums of Agreement and the Bareboat Charters constitute discloseable transactions of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules but are exempt from the shareholders' approval requirement.

## 1. INTRODUCTION

The Board is pleased to announce that, on 30 October 2023, Fortune Pandas I, Fortune Pandas II and Fortune Pandas III, being the Company's wholly-owned SPVs, have entered into the Memorandums of Agreement and the Bareboat Charters with the Charterers, pursuant to which Fortune Pandas I, Fortune Pandas II and Fortune Pandas III have agreed to (i) purchase the Vessels from the Charterers at the Consideration; and (ii) lease back the Vessels to the Charterers at a total estimated charterhire to be payable by the Charterers of approximately US\$210,303,000 (including estimated lease interest of approximately US\$46,734,000).

## 2. DETAILS OF THE MEMORANDUMS OF AGREEMENT AND THE BAREBOAT CHARTERS

### **Date**

30 October 2023

### **Parties**

**Buyers/Owners** Fortune Pandas I, Fortune Pandas II and Fortune Pandas III, being the Company's wholly-owned SPVs

**Sellers/Charterers** Tinos Maritime, Syros Maritime and Astipalea Maritime, which are companies incorporated under the laws of the Republic of Panama and are directly and wholly owned by Pearl Petrochemical, which is ultimately owned by Mr. Seyed Asadollah Emanmjome

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, the Charterers and their ultimate beneficial owners are Independent Third Parties.

## **Subject Matter**

The Charterers have agreed to sell the Vessels to Fortune Pandas I, Fortune Pandas II and Fortune Pandas III at the Consideration, which is expected to be settled with the internal funds of Fortune Pandas I, Fortune Pandas II and Fortune Pandas III as well as bank borrowings. At the same time, Fortune Pandas I, Fortune Pandas II and Fortune Pandas III have agreed to lease back the Vessels to the Charterers at a total estimated charterhire to be payable by the Charterers of approximately US\$210,303,000 (including estimated lease interest of approximately US\$46,734,000). Upon expiration of the Charter Period, the Charterers are obliged to purchase the Vessels from Fortune Pandas I, Fortune Pandas II and Fortune Pandas III at a consideration as agreed by the parties under the Bareboat Charters.

## **Vessels**

The Vessels are three 93,000 CBM Very Large Gas Carriers and are of an aggregate value of US\$257,700,000, which is equivalent to the shipbuilding price of the Vessels pursuant to the relevant shipbuilding contracts.

The Vessels are expected to be delivered by March 2024, June 2024 and October 2024, respectively.

## **Charter Period**

The Charter Period shall be a period of 120 months commencing from the respective Delivery Dates.

## **Charterhire and Interest**

Pursuant to the Bareboat Charters, Fortune Pandas I, Fortune Pandas II and Fortune Pandas III have agreed to lease back the Vessels to the Charterers at a total estimated charterhire to be payable by the Charterers of approximately US\$210,303,000 (including estimated lease interest of approximately US\$46,734,000), which shall be payable by the Charterers in 120 installments.

The terms of the Memorandums of Agreement and the Bareboat Charters (including the purchase price of the Vessels, the charterhire, the charterhire interest and other expenses thereunder) were determined after arm's length negotiation between the Charterers and Fortune Pandas I, Fortune Pandas II and Fortune Pandas III, with reference to (i) the aggregate shipbuilding price of the Vessels pursuant to the relevant shipbuilding contracts; and (ii) the prevailing market price of comparable financial leasing services in the industry.

### **Guarantee and Other Security**

In connection with the transactions contemplated under the Memorandums of Agreement and the Bareboat Charters, the following guarantee and security documents are intended to be entered into:

- (i) three deeds of guarantee and indemnity to be entered into by Pearl Petrochemical as guarantor in favor of Fortune Pandas I, Fortune Pandas II and Fortune Pandas III, pursuant to which Pearl Petrochemical will irrevocably and unconditionally guarantee, among others, the punctual payment and performance by the Charterers of the charterhire.

### **3. REASONS FOR AND BENEFITS OF ENTERING INTO THE MEMORANDUMS OF AGREEMENT AND THE BAREBOAT CHARTERS**

The Memorandums of Agreement and the Bareboat Charters were entered into by Fortune Pandas I, Fortune Pandas II and Fortune Pandas III during their ordinary course of business. The Directors believe that entering into the Memorandums of Agreement and the Bareboat Charters will strengthen the Group's leasing business and is consistent with the Group's overall business development strategies.

The Directors are of the view that the terms of the Memorandums of Agreement and the Bareboat Charters are fair and reasonable and are in the interests of the Company and its shareholders as a whole.

## **4. INFORMATION OF PARTIES**

### **Information of the Company**

The Company is a shipyard-affiliated leasing company and is principally engaged in the provision of leasing services.

### **Information of Fortune Pandas I, Fortune Pandas II and Fortune Pandas III**

Fortune Pandas I, Fortune Pandas II and Fortune Pandas III, which were incorporated under the laws of the Republic of Singapore, are wholly-owned SPVs of the Company and are principally engaged in ship leasing business.

### **Information of the Charterers**

Tinos Maritime, Syros Maritime and Astipalea Maritime are companies incorporated under the laws of the Republic of Panama and are directly and wholly owned by Pearl Petrochemical, which is ultimately owned by Mr. Seyed Asadollah Emanmjome. The Charterers are principally engaged in shipping operations.

## **5. LISTING RULES IMPLICATIONS**

Pursuant to Chapter 14 of the Listing Rules, as the highest applicable percentage ratio of the transactions contemplated under the Memorandums of Agreement and the Bareboat Charters is more than 5% but less than 25%, the transactions contemplated under the Memorandums of Agreement and the Bareboat Charters constitute discloseable transactions of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules but are exempt from the shareholders' approval requirement.

## 6. DEFINITIONS

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

“Astipalea Maritime”	Astipalea Maritime and Trading SA, a company incorporated under the laws of the Republic of Panama
“Bareboat Charters”	the bareboat charters entered into between Fortune Pandas I, Fortune Pandas II and Fortune Pandas III and the Charterers on 30 October 2023 with respect to the Vessels
“Board”	the board of Directors
“CBM”	cubic meter
“Charter Period”	a period of 120 months commencing from the respective Delivery Dates
“Charterers”	Tinos Maritime, Syros Maritime and Astipalea Maritime
“Company”	CSSC (Hong Kong) Shipping Company Limited (中國船舶集團(香港)航運租賃有限公司)(formerly known as CSSC (Hong Kong) Shipping Company Limited (中國船舶(香港)航運租賃有限公司)), a company incorporated under the laws of Hong Kong with limited liability on 25 June 2012, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 3877)
“Consideration”	US\$180,390,000, which is a portion of the shipbuilding price of US\$257,700,000 of the Vessels under the relevant shipbuilding contracts and the actual amount of financing to be provided by Fortune Pandas I, Fortune Pandas II and Fortune Pandas III to the Charterers

“Delivery Dates”	the dates on which the Vessels are delivered by Jiangnan Shipyard Group Co., Ltd. to the Charterers pursuant to the relevant shipbuilding contracts and by the Charterers to Fortune Pandas I, Fortune Pandas II and Fortune Pandas III pursuant to the Memorandums of Agreement
“Director(s)”	the director(s) of the Company
“Fortune Pandas I”	Fortune Pandas I Shipping Pte. Ltd., a company incorporated under the laws of the Republic of Singapore with limited liability and a wholly-owned SPV of the Company
“Fortune Pandas II”	Fortune Pandas II Shipping Pte. Ltd., a company incorporated under the laws of the Republic of Singapore with limited liability and a wholly-owned SPV of the Company
“Fortune Pandas III”	Fortune Pandas III Shipping Pte. Ltd., a company incorporated under the laws of the Republic of Singapore with limited liability and a wholly-owned SPV of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party”	any entity or person who, as far as the Directors are aware after having made all reasonable enquiries, is not a connected person of the Company within the meaning under the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise modified from time to time
“Memorandums of Agreement”	the memorandums of agreement entered into between Fortune Pandas I, Fortune Pandas II and Fortune Pandas III and the Charterers on 30 October 2023 with respect to the Vessels

“Pearl Petrochemical”	Pearl Petrochemical FZE, a private limited liability company formed in the Dubai Airport Freezone, which is ultimately owned by Mr. Seyed Asadollah Emanmjome
“SPV(s)”	special purpose vehicle(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Syros Maritime”	Syros Maritime and Trading SA, a company incorporated under the laws of the Republic of Panama
“Tinos Maritime”	Tinos Maritime and Trading SA, a company incorporated under the laws of the Republic of Panama
“US\$”	United States dollars, the lawful currency of the United States of America
“Vessels”	three 93,000 CBM Very Large Gas Carriers
“%”	per cent

By order of the Board  
**CSSC (Hong Kong) Shipping Company Limited**  
**Zhong Jian**  
*Chairman*

Hong Kong, 30 October 2023

*As at the date of this announcement, the Board comprises Mr. Zhong Jian as executive Director, Ms. Zhang Yi, Mr. Zhang Qipeng and Mr. Chi Benbin as non-executive Directors, and Mdm. Shing Mo Han Yvonne, Mr. Li Hongji and Mr. Wang Dennis as independent non-executive Directors.*