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Chaoju Eye Care Holdings Limited

朝聚眼科醫療控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2219)

CONNECTED TRANSACTIONS IN RESPECT OF THE TENANCY AGREEMENTS

THE TENANCY AGREEMENTS

On April 15, 2024, Baotou Hospital, a subsidiary of the Company, entered into the Tenancy Agreement I with Baotou Chaoju to lease the Premises I for a term commencing from April 15, 2024 to December 31, 2029.

On April 15, 2024, Chaoju Medical, a subsidiary of the Company, entered into the Tenancy Agreement II with Baotou Chaoju to lease the Premises II for a term commencing from April 15, 2024 to December 31, 2029.

On April 15, 2024, Chaoju Medical entered into the Tenancy Agreement III with Baotou Chaoju to lease the Premises III for a term commencing from April 15, 2024 to December 31, 2029.

On April 15, 2024, Jiaxing Chaoju, a subsidiary of the Company, entered into the Tenancy Agreement IV with Mr. Zhang Bozhou to lease the Premises IV for a term commencing from August 29, 2024 to December 31, 2029.

On April 15, 2024, Jiaxing Chaoju entered into the Tenancy Agreement V with Ms. Zhang Xiaoli to lease the Premises V for a term commencing from August 29, 2024 to December 31, 2029.

IMPLICATIONS UNDER THE LISTING RULES

In accordance with IFRS 16, the Group will recognize the right-of-use assets in its consolidated statement of financial position in respect to the lease of the Premises under the Tenancy Agreements. Accordingly, the transactions under the Tenancy Agreements will be regarded as acquisitions of assets by the Group for the purpose of the Listing Rules.

Given that as at the date of this announcement, Baotou Chaoju is owned as to 30% and 30% by Mr. Zhang Bozhou and Ms. Zhang Xiaoli, respectively, and Mr. Zhang Bozhou and Ms. Zhang Xiaoli are each an executive Director and a controlling shareholder of the Company, Baotou Chaoju, Mr. Zhang Bozhou and Ms. Zhang Xiaoli are connected persons of the Company. Accordingly, the transactions under the Tenancy Agreements constitute one-off connected transactions of the Company under Chapter 14A of the Listing Rules.

As (i) Baotou Hospital (as lessee) entered into two tenancy agreements with Baotou Chaoju (as lessor) on December 7, 2021 and January 1, 2024, respectively, in respect to the lease of premises for a term of five years and one year (“**Lease I**” and “**Lease II**”); and (ii) Baotou City Chaoju Optometry Correction Eyeglasses Co., Ltd.* (包頭市朝聚眼視光矯治配鏡有限公司) (as lessee), a subsidiary of the Company, entered into a tenancy agreement with Baotou Chaoju (as lessor) on January 1, 2023 in respect to the lease of premises for a term of five years (“**Lease III**”), the transactions under the Subsisting Leases and the Tenancy Agreements would, in each case, be aggregated and treated as if the relevant transactions were one transaction for the purpose of computing the relevant percentage ratios pursuant to Rule 14A.81 of the Listing Rules. As the highest applicable percentage ratio in respect to the total value of right-of-use assets subject to the Subsisting Leases and the Tenancy Agreements exceed 0.1% but is less than 5%, the transactions under the Tenancy Agreements are subject to the reporting and announcement requirements but are exempted from the independent shareholders’ approval requirement under Chapter 14A of the Listing Rules.

INTRODUCTION

The Board hereby announces that on April 15, 2024, a series of transactions were entered into between the Group and certain connected persons of the Company, the details of which are set out below:

- (I) Baotou Hospital, a subsidiary of the Company, entered into the Tenancy Agreement I with Baotou Chaoju to lease the Premises I for a term commencing from April 15, 2024 to December 31, 2029.

(II) Chaoju Medical, a subsidiary of the Company, entered into the Tenancy Agreement II with Baotou Chaoju to lease the Premises II for a term commencing from April 15, 2024 to December 31, 2029.

(III) Chaoju Medical entered into the Tenancy Agreement III with Baotou Chaoju to lease the Premises III for a term commencing from April 15, 2024 to December 31, 2029.

(IV) Jiaxing Chaoju, a subsidiary of the Company, entered into the Tenancy Agreement IV with Mr. Zhang Bozhou to lease the Premises IV for a term commencing from August 29, 2024 to December 31, 2029.

(V) Jiaxing Chaoju entered into the Tenancy Agreement V with Ms. Zhang Xiaoli to lease the Premises V for a term commencing from August 29, 2024 to December 31, 2029.

THE TENANCY AGREEMENTS

(I) Tenancy Agreement I

Parties: (1) Baotou Hospital (as lessee); and
(2) Baotou Chaoju (as lessor)

Date: April 15, 2024

Premises: Partial area on the 1st and 3rd Floor, and the 4th and 5th Floor of Baotou Chaoju Eye Hospital Teaching and Experimental Building, Wenming Road East, Jianshe Road South, Jiuyuan District, Baotou City, Inner Mongolia with a total gross floor area of approximately 2,270.97 square meters

Term: From April 15, 2024 to December 31, 2029

Usage: Myopia prevention popularization hall and preparation room

Rent: The annual rent payable for leasing the Premises I is RMB1,197,632.89 (RMB527.37/m² x 2,270.97m² (rounded number)) (tax included)

The rent paid by Baotou Hospital to Baotou Chaoju under the Tenancy Agreement I is determined after arm's length negotiations between parties after taking into consideration the prevailing market rental for comparable premises in the vicinity of Premises I, and will be funded by the working capital of the Company

Payment arrangement: The rent shall be paid one-off in a total amount of RMB6,844,554.00 within ten days of the date of the Tenancy Agreement I, which is for the whole rental period

Renewal The lessee shall give a written notice to the lessor of any intention to renew the lease no later than two months prior to the expiry thereof, and the lease may be renewed upon negotiation between the parties. The lessee is entitled to the right of first refusal under the same conditions.

(II) Tenancy Agreement II

Parties: (1) Chaoju Medical (as lessee); and
(2) Baotou Chaoju (as lessor)

Date: April 15, 2024

Premises: Baotou Chaoju Eye Hospital Comprehensive Building 2, Wenming Road East, Jianshe Road South, Jiuyuan District, Baotou City, Inner Mongolia with a total gross floor area of approximately 849.15 square meters

Term: From April 15, 2024 to December 31, 2029

Usage: Students' dormitory

Rent: The annual rent payable for leasing the Premises II is RMB340,933.73 (RMB401.50/m² x 849.15m² (rounded number)) (tax included)

The rent paid by Chaoju Medical to Baotou Chaoju under the Tenancy Agreement II is determined after arm's length negotiations between parties after taking into consideration the prevailing market rental for comparable premises in the vicinity of the Premises II, and will be funded by the working capital of the Company

Payment arrangement: The rent shall be paid one-off in a total amount of RMB1,948,459.59 within ten days of the date of the Tenancy Agreement II, which is for the whole rental period

Renewal The lessee shall give a written notice to the lessor of any intention to renew the lease no later than two months prior to the expiry thereof, and the lease may be renewed upon negotiation between the parties. The lessee is entitled to the right of first refusal under the same conditions.

(III) Tenancy Agreement III

Parties: (1) Chaoju Medical (as lessee); and
(2) Baotou Chaoju (as lessor)

Date: April 15, 2024

Premises: Partial area on the 1st and 3rd Floor, and the 2nd Floor of Baotou Chaoju Eye Hospital Teaching and Experimental Building, Wenming Road East, Jianshe Road South, Jiuyuan District, Baotou City, Inner Mongolia with a total gross floor area of approximately 2,917.80 square meters

Term: From April 15, 2024 to December 31, 2029

Usage: For teaching and training activities

Rent: The annual rent payable for leasing the Premises III is RMB1,645,222.90 (RMB563.86/m² x 2,917.80m² (rounded number)) (tax included)

The rent paid by Chaoju Medical to Baotou Chaoju under the Tenancy Agreement III is determined after arm's length negotiations between parties after taking into consideration the prevailing market rental for comparable premises in the vicinity of the Premises III, and will be funded by the working capital of the Company

Payment arrangement: The rent shall be paid one-off in a total amount of RMB9,402,561.56 within ten days of the date of the Tenancy Agreement III, which is for the whole rental period

Renewal The lessee shall give a written notice to the lessor of any intention to renew the lease no later than two months prior to the expiry thereof, and the lease may be renewed upon negotiation between the parties. The lessee is entitled to the right of first refusal under the same conditions.

(IV) Tenancy Agreement IV

Parties: (1) Jiaxing Chaoju (as lessee); and
(2) Mr. Zhang Bozhou (as lessor)

Date: April 15, 2024

Premises: Room 403, 601 and 603, Hongtai Commercial Building, Zhonghuan West Road, Economic and Technology Development Zone, Jiaxing City, Zhejiang Province with a total gross floor area of approximately 1,333.85 square meters

Term: From August 29, 2024 to December 31, 2029

Usage: For operation of eye hospital

Rent: The annual rent payable for leasing the Premises IV is RMB555,126.00 (RMB416.18/m² x 1,333.85m² (rounded number)) (tax included)

The rent paid by Jiaxing Chaoju to Mr. Zhang Bozhou under the Tenancy Agreement IV is determined after arm's length negotiations between parties after taking into consideration the prevailing market rental for comparable premises in the vicinity of the Premises IV, and will be funded by the working capital of the Company

Payment arrangement: The rent shall be paid annually at the end of each year

Renewal The lessee shall give a written notice to the lessor of any intention to renew the lease no later than two months prior to the expiry thereof, and the lease may be renewed upon negotiation between the parties. The lessee is entitled to the right of first refusal under the same conditions.

(V) Tenancy Agreement V

Parties: (1) Jiaxing Chaoju (as lessee); and
(2) Ms. Zhang Xiaoli (as lessor)

Date: April 15, 2024

Premises: Room 201 and 402, Hongtai Commercial Building, Zhonghuan West Road, Economic and Technology Development Zone, Jiaxing City, Zhejiang Province with a total gross floor area of approximately 936.71 square meters

Term: From August 29, 2024 to December 31, 2029

Usage: For operation of eye hospital

Rent: The annual rent payable for leasing the Premises V is RMB389,843.30 (RMB416.18/m² x 936.71m² (rounded number)) (tax included)

The rent paid by Jiaxing Chaoju to Ms. Zhang Xiaoli under the Tenancy Agreement V is determined after arm's length negotiations between parties after taking into consideration the prevailing market rental for comparable premises in the vicinity of Premises V, and will be funded by the working capital of the Company

Payment arrangement: The rent shall be paid annually at the end of each year

Renewal The lessee shall give a written notice to the lessor of any intention to renew the lease no later than two months prior to the expiry thereof, and the lease may be renewed upon negotiation between the parties. The lessee is entitled to the right of first refusal under the same conditions.

VALUE OF THE RIGHT-OF-USE ASSETS

In accordance with IFRS 16, the value of the right-of-use assets to be recognized by the Group (i) in respect of the lease of the Premises I is approximately RMB6,518,622.86; (ii) in respect of the lease of Premises II is approximately RMB1,855,675.80; (iii) in respect of the lease of Premises III is approximately RMB8,954,820.53; (iv) in respect of the lease of Premises IV is approximately RMB2,595,246.77; and (v) in respect of the lease of Premises V is approximately RMB1,822,540.40.

REASONS FOR AND BENEFITS OF ENTERING INTO THE TENANCY AGREEMENTS

Entering into the Tenancy Agreement I, Tenancy Agreement II and Tenancy Agreement III aims to enhance the scientific research, teaching, and formulation research and production capacities of Baotou Hospital, establish the teaching and training center of the Group, undertake the cooperative clinical projects with Baotou Medical College, set up a base for optometry and ophthalmology education and practice, develop a talent training center for the Group, and establish a center in Baotou for popularization of the Group's culture.

The Premises I will be used for construction of a myopia prevention knowledge popularization hall and preparation rooms, while the former will be developed into a base for popularizing myopia prevention and control among Baotou citizens, especially the primary and secondary school students and their parents, and the latter will be used for scientific research and formulation research and production, so as to significantly enhance the reputation of the brand of Chaoju comprehensively. Baotou Hospital also focuses on the research and production of formulations, and has obtained approval for production of certain eye drops and capsule products. The Group has rich experience in research on and development of eye drops products, especially the traditional Chinese ophthalmic drugs, and the relocation and expansion of preparation rooms will promote the Group's core capacities in such field and enhance the quality of providing medical treatment and other services by the Group to its patients.

The Premises II will be used for construction of dormitories to accommodate students and interns of Baotou Hospital, which is to meet the requirements of relevant regulatory departments in the PRC on separating the students' dormitory from other buildings of the hospital to ensure students' safety. The Premises III is leased for setting up the Group's teaching and training center, the functions of which include (i) to undertake cooperative clinical projects between the Group and Baotou Medical College and, as a supporting teaching and practice base, meet the needs of students in the college in various aspects such as teaching, scientific research, experiment, internship and vocational training; and (ii) undertake the training of physicians at all levels and medical and technical staff within the Group, such as surgical training, various types of continuing education training and training for nursing positions, while the center will also serve the training of management personnel at various levels within the Group. Construction of the teaching and training center will support the future development of the Group and contribute to an adequate reserve of human resources of the Group.

Implementation of the above functional and construction planning will enhance the Group's scientific research and teaching capacities, enlarge the Group's talent reserve and support the sustainable development of the Group as a whole. Completion of the above projects that benefit the development of Baotou Hospital will drive its business volume directly and thus enlarge its market share. Besides, given that the rent for leasing Premises I, Premises II and Premises III is equivalent to or lower than the market rent of comparable properties in the vicinity, the Board is of the view that entering into the Tenancy Agreement I, Tenancy Agreement II and Tenancy Agreement III is a feasible and beneficial business decision.

Jiaying Chaoju has been leasing the Premises IV and Premises V from Mr. Zhang Bozhou and Ms. Zhang Xiaoli, respectively, for operation of Jiaying Chaoju since August 29, 2019, and the relevant leases (the "**Existing Jiaying Leases**") have been disclosed in the prospectus of the Company dated June 24, 2021 in accordance with the Listing Rules. As the Existing Jiaying Leases shall expire on August 28, 2024, the Board considers the entering into the Tenancy Agreement IV and Tenancy Agreement V, which is the renewal of the Existing Jiaying Leases, to be commercially feasible and beneficial as the rent for leasing the Premises IV and Premises V is equivalent to or lower than the market rent of comparable properties in the vicinity, and relocation of Jiaying Chaoju to another property will incur extra renovation and removal costs, which may have negative impact on the Group's financial position.

Apart from (i) Mr. Zhang Bozhou, Ms. Zhang Xiaoli and Mr. Zhang Junfeng, each being a substantial shareholder of Baotou Chaoju, who are considered to have a material interest in the transactions contemplated under the Tenancy Agreement I, the Tenancy Agreement II and the Tenancy Agreement III; and (ii) Mr. Zhang Guangdi, being the close associate of Mr. Zhang Bozhou, having abstained from voting on the Board resolutions approving the transactions under the Tenancy Agreement I, the Tenancy Agreement II and the Tenancy Agreement III, none of the Directors has any material interest in such transactions or is required to abstain from voting on such Board resolutions.

Apart from (i) Mr. Zhang Bozhou, who is considered to have a material interest in the transaction contemplated under the Tenancy Agreement IV, and (ii) Mr. Zhang Guangdi, being the close associate of Mr. Zhang Bozhou, having abstained from voting on the Board resolution approving the transaction under the Tenancy Agreement IV, none of the Directors has any material interest in such transaction or is required to abstain from voting on such Board resolution.

Apart from Ms. Zhang Xiaoli, who is considered to have a material interest in the transaction contemplated under the Tenancy Agreement V, having abstained from voting on the Board resolution approving the transaction under the Tenancy Agreement V, none of the Directors has any material interest in such transaction or is required to abstain from voting on such Board resolution.

The Board (including the independent non-executive Directors), is of the view that the transactions under the Tenancy Agreements are conducted in the ordinary and usual course of business of the Group and on normal commercial terms or better, and the terms of the Tenancy Agreements are fair and reasonable and in the interests of the Company and the Shareholders as a whole. The one-off payment arrangement under the Tenancy Agreement I, Tenancy Agreement II and Tenancy Agreement III is determined after arm's length negotiations between parties and the Directors are of the view that the arrangement is made in the interests of the Company and its shareholders as a whole as the Group will be able to secure a current market rental flat rate throughout the lease period despite (i) the rising rental rates of comparable properties in the past few years; and (ii) expected inflation which may lead to higher rental rates of comparable properties.

INFORMATION ABOUT THE PARTIES

The Group

The Group is a leading ophthalmic medical service group in North China with a strong reputation nationwide. As of the date of this announcement, the Group operated a network of 31 ophthalmic hospitals and 29 optical centers spanning across 7 provinces and autonomous regions in China. The ophthalmic hospitals are specialized in providing ophthalmic services and the optical centers provide a series of optical products and services to satisfy a wide array of requests from customers.

Baotou Hospital

Baotou Hospital (包頭市朝聚眼科醫院有限公司) is a limited liability company established in the PRC on May 12, 2016 and a wholly-owned subsidiary of the Company. Baotou Hospital is primarily engaged in the provision of ophthalmic services in western Inner Mongolia, China.

Chaoju Medical

Chaoju Medical (朝聚醫療科技有限公司) is a limited liability company established in the PRC on November 16, 2015 and a wholly-owned subsidiary of the Company. Chaoju Medical is primarily engaged in investment management.

Jiaxing Chaoju

Jiaxing Chaoju (嘉興朝聚眼科醫院有限公司) is a limited liability company established in the PRC on February 7, 2018 and a wholly-owned subsidiary of the Company. Jiaxing Chaoju is primarily engaged in provision of ophthalmic service.

Baotou Chaoju

Baotou Chaoju (包頭市朝聚眼科醫療有限公司) is a limited liability company established under the laws of the PRC on August 8, 2002, primarily engaged in provision of professional property leasing and management services to hospitals and other healthcare service providers, including but not limited to property leasing, specialized medical property management, cafeteria leasing and operation for medical institutions, and parking lot leasing and operation.

As of the date of this announcement, Baotou Chaoju is owned as to 30%, 30%, 20% and 20% by Mr. Zhang Bozhou, Ms. Zhang Xiaoli, Mr. Zhang Junfeng and Mr. Zhang Fengsheng, respectively, while Mr. Zhang Bozhou, Ms. Zhang Xiaoli and Mr. Zhang Junfeng each being an executive Director and a controlling shareholder of the Company, and Mr. Zhang Fengsheng being a controlling shareholder of the Company. Hence, the ultimate beneficial owners of Baotou Chaoju are Mr. Zhang Bozhou and Ms. Zhang Xiaoli.

IMPLICATION UNDER THE LISTING RULES

In accordance with IFRS 16, the Group will recognize the right-of-use assets in its consolidated statement of financial position in respect to the lease of the Premises under the Tenancy Agreements. Accordingly, the transactions under the Tenancy Agreements will be regarded as acquisitions of assets by the Group for the purpose of the Listing Rules.

Given that as at the date of this announcement, Baotou Chaoju is owned as to 30% and 30% by Mr. Zhang Bozhou and Ms. Zhang Xiaoli, respectively, and Mr. Zhang Bozhou and Ms. Zhang Xiaoli are each an executive Director and a controlling shareholder of the Company, Baotou Chaoju, Mr. Zhang Bozhou and Ms. Zhang Xiaoli are connected persons of the Company. Accordingly, the transactions under the Tenancy Agreements constitute one-off connected transactions of the Company under Chapter 14A of the Listing Rules.

As (i) Baotou Hospital (as lessee) entered into two tenancy agreements with Baotou Chaoju (as lessor) on December 7, 2021 and January 1, 2024, respectively, in respect to the lease of premises for a term of five years and one year (“**Lease I**” and “**Lease II**”); and (ii) Baotou City Chaoju Optometry Correction Eyeglasses Co., Ltd.* (包頭市朝聚眼視光矯治配鏡有限公司) (as lessee), a subsidiary of the Company, entered into a tenancy agreement with Baotou Chaoju (as lessor) on January 1, 2023 in respect to the lease of premises for a term of five years (“**Lease III**”), the transactions under the Subsisting Leases and the Tenancy Agreements would, in each case, be aggregated and treated as if the relevant transactions were one transaction for the purpose of computing the relevant percentage ratios pursuant to Rule 14A.81 of the Listing Rules. As the highest applicable percentage ratios in respect to the total value of right-of-use assets subject to the Subsisting Leases and the Tenancy Agreements exceed 0.1% but is less than 5%, the transactions under the Tenancy Agreements are subject to the reporting and announcement requirements but are exempted from the independent shareholders’ approval requirement under Chapter 14A of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the meaning ascribed to them below:

| | |
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| “Baotou Chaoju” | Baotou City Chaoju Eye Medical Co. Ltd.* (包頭市朝聚眼科醫療有限公司), a limited liability company established under the laws of the PRC on August 8, 2002 |
| “Baotou Hospital” | Baotou City Chaoju Eye Hospital Co., Ltd.* (包頭市朝聚眼科醫院有限公司), a limited liability company incorporated in the PRC on May 12, 2016 |
| “Board” | the board of Directors |
| “Chaoju Medical” | Chaoju Medical Technology Co., Ltd.* (朝聚醫療科技有限公司), a limited liability company established under the laws of the PRC on November 16, 2015, formerly known as Chaoju Medical Technology Equity Co., Ltd.* (朝聚醫療科技股份有限公司) |

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| “China” or the “PRC” | the People’s Republic of China, but for the purpose of this announcement and for geographical reference only, references herein to “China” and the “PRC” do not apply to Hong Kong, Macau and Taiwan |
| “close associate” | has the meaning ascribed thereto under the Listing Rules |
| “Company” | Chaoju Eye Care Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands on May 19, 2020 |
| “controlling shareholder(s)” | has the meaning ascribed thereto under the Listing Rules |
| “Director(s)” | director(s) of the Company |
| “Group” | the Company together with its subsidiaries |
| “IFRS” | the International Financial Reporting Standards |
| “Jiaxing Chaoju” | Jiaxing Chaoju Eye Hospital Co., Ltd. *(嘉興朝聚眼科醫院有限公司), a limited liability company established in the PRC on February 7, 2018 |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange, as amended or supplemented from time to time |
| “Premises” | Collectively, Premises I, Premises II, Premises III, Premises IV and Premises V |
| “Premises I” | Partial area on the 1st and 3rd Floor, and the 4th and 5th Floor of Baotou Chaoju Eye Hospital Teaching and Experimental Building, Wenming Road East, Jianshe Road South, Jiuyuan District, Baotou City, Inner Mongolia with a total gross floor area of approximately 2,270.97 square meters |
| “Premises II” | Baotou Chaoju Eye Hospital Comprehensive Building 2, Wenming Road East, Jianshe Road South, Jiuyuan District, Baotou City, Inner Mongolia with a total gross floor area of approximately 849.15 square meters |

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| “Premises III” | Partial area on the 1st and 3rd Floor, and the 2nd Floor of Baotou Chaoju Eye Hospital Teaching and Experimental Building, Wenming Road East, Jianshe Road South, Jiuyuan District, Baotou City, Inner Mongolia with a total gross floor area of approximately 2,917.80 square meters |
| “Premises IV” | Room 403, 601 and 603, Hongtai Commercial Building, Zhonghuan West Road, Economic and Technology Development Zone, Jiaxing City, Zhejiang Province with a total gross floor area of approximately 1,333.85 square meters |
| “Premises V” | Room 201 and 402, Hongtai Commercial Building, Zhonghuan West Road, Economic and Technology Development Zone, Jiaxing City, Zhejiang Province with a total gross floor area of approximately 936.71 square meters |
| “RMB” | the lawful currency of the PRC |
| “Shares” | ordinary shares in the share capital of the Company with nominal value of HK\$0.00025 each |
| “Shareholders” | holders of the Shares |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “Subsisting Leases” | collectively, Lease I, Lease II and Lease III |
| “Tenancy Agreements” | Collectively, Tenancy Agreement I, Tenancy Agreement II, Tenancy Agreement III, Tenancy Agreement IV and Tenancy Agreement V |
| “Tenancy Agreement I” | the tenancy agreement dated April 15, 2024 entered into between Baotou Hospital and Baotou Chaoju for lease of Premises I |
| “Tenancy Agreement II” | the tenancy agreement dated April 15, 2024 entered into between Chaoju Medical and Baotou Chaoju for lease of Premises II |
| “Tenancy Agreement III” | the tenancy agreement dated April 15, 2024 entered into between Chaoju Medical and Baotou Chaoju for lease of Premises III |
| “Tenancy Agreement IV” | the tenancy agreement dated April 15, 2024 entered into between Jiaxing Chaoju and Mr. Zhang Bozhou for lease of Premises IV |

““Tenancy Agreement V” the tenancy agreement dated April 15, 2024 entered into between Jiaxing Chaoju and Ms. Zhang Xiaoli for lease of Premises V

“%” per cent

By order of the Board
Chaoju Eye Care Holdings Limited
ZHANG Bozhou
Chairman

Hong Kong, April 15, 2024

As of the date of this announcement, the board of directors of the Company comprises Mr. ZHANG Bozhou as Chairman and executive Director; Ms. ZHANG Xiaoli, Mr. ZHANG Junfeng and Mr. ZHANG Guangdi as executive Directors; Mr. Richard Chen MAO, Mr. LI Zhen and Ms. ZHANG Li as non-executive Directors; and Mr. HE Mingguang, Ms. GUO Hongyan, Mr. LI Jianbin and Mr. BAO Shan as independent non-executive Directors.

** The English translation of the Chinese names denoted in this announcement is for illustration purposes only. Should there be any inconsistencies, the Chinese name shall prevail.*