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SINGAMAS

勝獅貨櫃企業有限公司

SINGAMAS CONTAINER HOLDINGS LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock code: 716)

**CONTINUING CONNECTED TRANSACTIONS
AMENDMENTS TO THE CONTAINERS LEASING AGREEMENT
AND
REVISION OF THE ANNUAL CAPS OF THE CONTAINERS LEASING
AGREEMENT**

**AMENDMENTS TO THE CONTAINERS LEASING AGREEMENT AND REVISION
OF THE ANNUAL CAPS OF THE CONTAINERS LEASING AGREEMENT**

Reference is made to the announcement of the Company dated 31 January 2022 in relation to the Containers Leasing Agreement entered into between TIL (as lessor) and PIL (as lessee) for leasing of containers by TIL to PIL.

On 27 March 2026 (after trading hours), TIL entered into the Amendment Agreement with PIL, pursuant to which both parties agreed to extend the term of the Containers Leasing Agreement up to 31 December 2040 and revise the existing annual cap for the remaining years of the Containers Leasing Agreement. Save for the revision of the terms and existing annual caps, all other principal terms of the Containers Leasing Agreement remain unchanged.

LISTING RULES IMPLICATIONS

As PIL is the controlling shareholder of the Company, PIL is therefore a connected person of the Company. The Amended Containers Leasing Agreement involves transactions which will occur on a recurring basis over a period of time; accordingly, the Amended Containers Leasing Agreement and the Transactions contemplated thereunder constitute continuing connected transactions of the Company under the Listing Rules.

As the term of the Amended Containers Leasing Agreement exceeds three years, pursuant to Rule 14A.52 of the Listing Rules, the Company has appointed the Independent Financial Adviser to review the Amended Containers Leasing Agreement, and the Independent Financial Adviser has confirmed that it is normal business practice for agreements of this type to be of such duration.

As one or more of the applicable percentage ratios (other than profit ratio) calculated pursuant to Rule 14.07 of the Listing Rules in respect of the revised and estimated Annual Caps for the Transactions exceeds 0.1% but all the applicable percentage ratios are less than 5%, pursuant to Rule 14A.76(2) of the Listing Rules, the Amendment Agreement and the Transactions contemplated thereunder are subject to annual reporting, announcement and annual review requirements but are exempted from the circular and Shareholders' approval requirements under Chapter 14A of the Listing Rules.

INTRODUCTION

Reference is made to the announcement of the Company dated 31 January 2022 in relation to the Containers Leasing Agreement entered into between TIL (as lessor) and PIL (as lessee) for the leasing of containers by TIL to PIL, pursuant to which the parties set out the general terms and conditions in respect of the lease of different batches of containers to PIL, subject to each addendum to be entered into in respect of the relevant batch of Leased Containers, for a term commencing from the date of the Containers Leasing Agreement up to 31 December 2032.

THE AMENDED CONTAINERS LEASING AGREEMENT

On 27 March 2026 (after trading hours), TIL entered into the Amendment Agreement with PIL, pursuant to which both parties agreed to extend the term of the Containers Leasing Agreement up to 31 December 2040 and revise the existing annual caps for the remaining years of the Containers Leasing Agreement. Save for the revision of the terms and existing annual caps, all other principal terms of the Containers Leasing Agreement remain unchanged.

The salient terms and conditions of the Amended Containers Leasing Agreement are set out below.

Date: 27 March 2026

Parties: TIL (as lessor)
PIL (as lessee)

Scope and Consideration

Pursuant to the Amended Containers Leasing Agreement, TIL may lease certain containers to PIL during the leasing term up to 31 December 2040. The parties will enter into a specific Addendum in respect of the relevant batch of Leased Containers, and the terms and conditions of the Amended Containers Leasing Agreement will apply to the leasing of the Leased Containers, unless expressly modified by the Addendum. Rental charges for the Leased Containers shall be invoiced monthly and PIL shall pay such invoice in full within 45 days from date of receipt of invoice.

It is expected that the Addendum for each batch of Leased Containers will set out specific leasing terms, including, among others, the specific lease period and the operative provisions of the Leased Containers, including but not limited to the quantities, size and type, daily rental charges, delivery and redelivery provision, handling/redelivery charges and replacement value, which may cover each type of containers manufactured in accordance with the specifications to be agreed by the parties.

In determining the daily rental charge of the Leased Containers under each Addendum, the Group will take into account (i) the latest market value of the Leased Containers including the market leasing rate, where available; (ii) residual values of the Leased Containers at the end of the duration for the leases; (iii) internal rate of return of the Leased Containers; and (iv) lease periods in estimating the market leasing rate. Such market leasing rate will refer to, for instance, published research reports prepared by international research providers. The final leasing terms of the Leased Containers under the Addendum will be determined on an arm's length basis between TIL and PIL on a case-by-case basis and in any event will be no less favourable to the Group than those available from independent third parties of comparable scope of services.

Term

The Amended Containers Leasing Agreement will be for a term up to 31 December 2040. The term for each Addendum will not exceed (but may be shorter than) the term of Amended Containers Leasing Agreement.

As the term of the Amended Containers Leasing Agreement exceeds three years, pursuant to Rule 14A.52 of the Listing Rules, the Company has appointed the Independent Financial Adviser to review the Amended Containers Leasing Agreement and to explain why a period exceeding three years for the Amended Containers Leasing Agreement is required and confirm that it is normal business practice for agreements of this type to be of such duration. For details, please refer to the section headed "VIEW OF THE INDEPENDENT FINANCIAL ADVISER" in this announcement.

Historical figures, existing annual caps and revised/estimated Annual Caps

Pursuant to the Amended Containers Leasing Agreement, the table below sets out, where applicable, the historical figures, the existing annual caps and the revised/estimated Annual Caps in respect of the transactions under the Amended Containers Leasing Agreement.

For the year ended / ending 31 December	Existing annual caps (US\$)	Revised Annual Caps for 2026 to 2032 / Estimated Annual Caps for 2033 to 2040 (US\$)	Actual transaction amount (US\$)
2022	9,200,000	N/A	1,150,000
2023	12,200,000	N/A	1,216,000
2024	12,200,000	N/A	2,573,000
2025	12,200,000	N/A	3,928,000
2026	12,200,000	10,000,000	838,000 <i>(actual amount for the two months ended 28 February 2026)</i>
2027	12,200,000	10,000,000	N/A
2028	12,200,000	10,000,000	N/A
2029	12,200,000	10,000,000	N/A

2030	12,200,000	10,000,000	N/A
2031	12,200,000	10,000,000	N/A
2032	9,200,000	10,000,000	N/A
2033	N/A	10,000,000	N/A
2034	N/A	10,000,000	N/A
2035	N/A	10,000,000	N/A
2036	N/A	10,000,000	N/A
2037	N/A	10,000,000	N/A
2038	N/A	10,000,000	N/A
2039	N/A	10,000,000	N/A
2040	N/A	10,000,000	N/A

The revised and estimated Annual Caps, which have been adjusted to more conservative levels for future years, have been determined after taking into account (i) the historical transaction amounts for each of the years ended 31 December 2022 to 2025 and the two months ended 28 February 2026, as shown in the table above, which fell short of the previous annual caps due to market fluctuations; (ii) the prevailing market leasing rate of containers; (iii) the projection of leasing rate of containers for the 15 years ending 31 December 2040 taking into account the anticipated shipping business of PIL; and (iv) the existing scale and operations of the Group's business and the business plan of the Group.

INTERNAL CONTROL FOR THE GROUP'S CONTINUING CONNECTED TRANSACTIONS

In order to ensure that the leasing terms (including, among others, the daily rental charge) under the Addendum are on normal commercial terms and on terms no less favourable to the Group than those available from independent third parties of comparable scope of services, the Group will adopt the following measures:

1. any proposed leasing of each batch of containers under the Amended Containers Leasing Agreement will be reviewed and approved by the designated staff of the marketing department and the finance department of the Group before entering into the relevant Addenda;
2. the Group will conduct regular review and assess whether the lease of containers have been conducted in accordance with the terms of the Amended Containers Leasing Agreement and the relevant Addenda;
3. the marketing department will submit quarterly financial figures in respect of the Leased Containers to the finance department for consolidation and review to ensure that actual transaction amount under the Amended Containers Leasing Agreement and the relevant Addenda will not exceed the Annual Caps. If the actual transaction amount is expected to exceed the Annual Caps, the finance department shall notify the Board promptly for it to consider whether revisions to the Annual Caps are required;

4. the Group's external auditors will conduct an annual review on the Transactions and Annual Caps contemplated under the Amended Containers Leasing Agreement and the relevant Addenda; and
5. the audit committee of the Company will review the Transactions and Annual Caps contemplated under the Amended Containers Leasing Agreement and the relevant Addenda on an annual basis to confirm whether the Transactions are on fair and reasonable terms and in the interest of the Company and Shareholders as a whole.

The Board considers that the aforesaid methods and procedures can ensure that the Transactions will be conducted on normal commercial terms and on terms no less favourable to the Group than those available from independent third parties of comparable scope of services and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE PARTIES

The Company is an investment holding company incorporated in Hong Kong and the principal business activities of the Group include: (i) manufacturing of dry freight containers, collapsible flat rack containers, open top containers, tank containers, offshore containers, other specialised containers and container parts and leasing of dry freight containers; and (ii) provision of logistics services, including operating container depots and container logistics. TIL is a wholly-owned subsidiary of the Company and principally engaged in the provision of container leasing business.

PIL is a company incorporated in Singapore with limited liability. Headquartered in Singapore, PIL Group is a containership operator which offers container liner services and other logistics related services globally and operates a fleet of vessels. Heliconia Capital Management Pte. Ltd., an institutional investor (an independently managed wholly-owned subsidiary of Temasek Holdings (Private) Limited, a sovereign wealth fund held by the Singapore government) indirectly controls PIL Pte. Ltd., an investment holding company, which wholly owns PIL.

REASONS FOR AND BENEFITS OF ENTERING INTO THE AMENDMENT AGREEMENT

Taking into account the terms and conditions of the Amendment Agreement, the Directors (including independent non-executive Directors) consider that entering into the Amendment Agreement will enable the Group to generate a stable revenue from the ordinary and usual course of business of the Group and to align with both parties long term strategic goals. On the basis of the aforesaid, the Directors (including independent non-executive Directors) consider that (i) the Amendment Agreement was negotiated on arm's length basis and is on normal commercial terms and in the ordinary and usual course of business of the Company; and (ii) the terms of the Amendment Agreement, the Transactions contemplated thereunder, and the revised and estimated Annual Caps are also fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As PIL is the controlling shareholder of the Company, PIL is therefore a connected person of the Company. The Amended Containers Leasing Agreement involves transactions which will occur on a recurring basis over a period of time; accordingly, the Amended Containers Leasing Agreement and the Transactions contemplated thereunder constitute continuing connected transactions of the Company under the Listing Rules.

As the term of the Amended Containers Leasing Agreement exceeds three years, pursuant to Rule 14A.52 of the Listing Rules, the Company has appointed the Independent Financial Adviser to review the Amended Containers Leasing Agreement, and the Independent Financial Adviser has confirmed that it is normal business practice for agreements of this type to be of such duration.

As one or more of the applicable percentage ratios (other than profit ratio) calculated pursuant to Rule 14.07 of the Listing Rules in respect of the revised and estimated Annual Caps for the Transactions exceeds 0.1% but all the applicable percentage ratios are less than 5%, pursuant to Rule 14A.76(2) of the Listing Rules, the Amendment Agreement and the Transactions contemplated thereunder are subject to annual reporting, announcement and annual review requirements but are exempted from the circular and Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Each of Mr. Teo Siong Seng (as a director of both PIL and the Company) and Mr. Ng Wai Lim (as a senior executive of PIL and a director of the Company), has abstained from voting on the board resolutions for approving the Amended Containers Leasing Agreement and the Transactions contemplated thereunder.

VIEW OF THE INDEPENDENT FINANCIAL ADVISER

The Company has engaged Messis Capital as the Independent Financial Adviser to provide independent advice in respect of the Amended Containers Leasing Agreement pursuant to Rule 14A.52 of the Listing Rules to explain why the Amended Containers Leasing Agreement requiring a term exceeding three years and to confirm that it is normal business practice for agreements of such type to be of such duration.

The term of the Amended Containers Leasing Agreement will be up to 31 December 2040, being not more than 15 years from the date of the Amended Containers Leasing Agreement. In considering the reasons as to why the Amended Containers Leasing Agreement requires a longer period, the Independent Financial Adviser has taken into account the following principal factors as advised by the management of the Company:

- (i) as containers typically have an estimated useful life of over ten years, it is not uncommon for lessees of containers to require leases of more than three years. Thus, a long-term containers leasing arrangement is expected to benefit the Group by providing and securing stable stream of rental income during the term of the lease arrangement;
- (ii) a long-term containers leasing arrangement is also expected to benefit the Group by minimizing the risk of discontinuance of the lease arrangement and thus, the potential loss of economic benefits during the term of the lease arrangement; and
- (iii) strict compliance with the three-year requirement pursuant to Rule 14A.52 of the Listing Rules in respect of containers leasing arrangement will be unduly burdensome to the Group, taking into account any unnecessary administration costs to the Company for and/or any potential loss of revenue upon the renewal of the Amended Containers Leasing Agreement (and the corresponding Addenda) as a result of further negotiation between TIL and PIL during the agreement renewal process.

In assessing whether it is normal business practice for agreements of a similar nature to the Amended Containers Leasing Agreement to be of such duration, the Independent Financial Adviser has performed the following research and due diligence works:

(a) Terms of similar transactions offered by TIL to independent third parties

The Independent Financial Adviser has obtained and reviewed the summary of containers leasing contracts entered by TIL during the period from 1 March 2023 up to 28 February 2026 (the “**Review Period**”). The Independent Financial Adviser noted that TIL has entered into 7 containers leasing contracts with independent third party customers during the Review Period, among which 6 of them have lease terms over three years, ranged from five years to more than fourteen years. As such, the Independent Financial Adviser is of the view that it is common and in line with the normal business practice in the container leasing industry for agreement of nature similar to the Amended Containers Leasing Agreement to have a long duration of over three years.

(b) Lease terms offered by other container leasing companies

As an additional workdone, the Independent Financial Adviser has conducted desktop research by understanding the container leasing terms offering by other container leasing companies. The Independent Financial Adviser has reviewed publicly available information, including respective websites, announcements and/or publications, and identified five major market players in the container leasing industry worldwide which offer containers leasing for terms ranging from several months to more than 14 years (i.e. typically covering the entire lifecycle of the container), depending on market circumstances and subject to customers’ requests. As such, the Independent Financial Adviser considered the lease terms offered by these container leasing companies to be appropriate reference of the recent market practices in assessing and comparing the terms with the Amended Containers Leasing Agreement. Accordingly, the Independent Financial Adviser is of the view that the lease terms of each Addendum to be entered into under the Amended Containers Leasing Agreement are in line with the normal market practice.

Having considered that (i) it is a business norm of TIL to enter into containers leasing contracts with its independent third party customers at long tenure; and (ii) it is general market practice for contracts of similar nature to be of such duration, the Independent Financial Adviser concurred with the view of the Directors that it is a normal business practice for each Addendum under the Amended Containers Leasing Agreement to have a duration longer than three years.

DEFINITIONS

“Addendum”	individual addendum to the Amended Containers Leasing Agreement specified the leasing terms and conditions of the Leased Containers for each transaction, collectively referred to as the “Addenda”
“Amendment Agreement”	the amendment agreement dated 27 March 2026 entered into between TIL and PIL in respect of extending the term and revising the Annual Caps of the Containers Leasing Agreement
“Amended Containers Leasing Agreement”	collectively, the Containers Leasing Agreement and Amendment Agreement

“Annual Caps”	the maximum aggregate value in respect of the Transactions for each of the financial years ending 31 December 2026 to 31 December 2040
“Board”	the board of Directors
“Company”	Singamas Container Holdings Limited, a company incorporated in Hong Kong with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock code: 716)
“connected person”	has the same meaning as given to it in the Listing Rules
“Containers Leasing Agreement”	the agreement on general terms and conditions for containers leasing dated 31 January 2022 entered into between TIL and PIL for the lease of containers from TIL to PIL
“continuing connected transactions”	has the same meaning as given to it in the Listing Rules
“controlling shareholder”	has the same meaning as given to it in the Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company together with its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Financial Adviser” or “Messis Capital”	Messis Capital 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), which has been appointed as the independent financial adviser of the Company for the purpose of Rule 14A.52 of the Listing Rules in relation to the Amended Containers Leasing Agreement
“Leased Containers”	the containers to be leased by TIL to PIL under the Amended Containers Leasing Agreement and Addendum
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“PIL”	Pacific International Lines (Private) Limited, a company incorporated in Singapore, a controlling shareholder of the Company
“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary”	has the same meaning as given to it in the Listing Rules
“TIL”	Teamwill International Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company
“Transaction(s)”	the continuing connected transactions between TIL and PIL to be entered into on a recurring basis and all the transactions contemplated thereunder the Amended Containers Leasing Agreement and Addendum
“US\$”	United States dollars, the lawful currency of the United States
“%”	per cent

By order of the Board
Singamas Container Holdings Limited
Teo Siong Seng
Chairman and Chief Executive Officer

Hong Kong, 27 March 2026

The Directors as at the date of this announcement are Mr. Teo Siong Seng, Ms. Siu Wai Yee, Winnie and Ms. Chung Pui King, Rebecca as executive Directors, Mr. Ng Wai Lim as non-executive Director and Mr. Ho Teck Cheong, Mr. Lam Sze Ken, Kenneth and Ms. Wong Sau Pik as independent non-executive Directors.