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Seacon Shipping Group Holdings Limited

洲際船務集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2409)

DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE AND GUARANTEE

PROVISION OF FINANCIAL ASSISTANCE AND GUARANTEE

The Board is pleased to announce that on 4 August 2025 (after trading hours of the Stock Exchange), the Partners, each of which directly and indirectly holding 50% equity interest in the Partnership, entered into the Agreement with the Partnership, pursuant to which each of the Partners has agreed to provide Financial Assistance of up to USD3,000,000 and to provide or use reasonable endeavours to cause its Affiliates to provide, Guarantees of the aggregate amount of up to USD15,000,000. The aggregate maximum amount of Financial Assistance and the maximum guaranteed amount under the Guarantees amounts to USD18,000,000.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the provision of the Financial Assistance and Guarantees under the Agreement are more than 5% but are less than 25%, the provision of Financial Assistance and Guarantees by the Group constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

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The principal terms of the Agreement are as follows:

Date

4 August 2025 (after trading hours of the Stock Exchange)

Parties

The Partners and the Partnership

Financial Assistance

Each Partner agreed to provide Financial Assistance of up to USD3,000,000 for a combined total amount of up to USD6,000,000 to the Partnership.

Subject to the terms of the Agreement, upon a written request by the General Partner during the Availability Period, each Partner shall make Advances available to the Partnership.

Guarantee

Each Partner also agreed to provide, or use reasonable endeavours to procure their Affiliates to provide, Guarantees to the Partnership in favour of external financing providers. The maximum guaranteed amount under the Guarantees to be provided by each Partner shall not exceed USD15,000,000, for a combined total of up to USD30,000,000.

Subject to the terms of the Agreement, upon a written request by the General Partner during the Availability Period, the requested Partner shall provide or use all reasonable endeavours to procure its Affiliate(s) to provide Guarantee(s) for the Partnership in favour of external financing providers.

Purposes

The Financial Assistance shall be used by the Partnership for the Purposes.

The Guarantees shall be provided for the Partnership in favour of external financing provider(s) to obtain external financing for the Purposes, if such Guarantee(s) are requested and required by the external financing provider.

Repayment

The Partnership shall repay the amount of all Advances outstanding under the Agreement on demand and may prepay all or any part of the Advances outstanding under the Agreement at any time as its option. At any time during the Availability Period, the Partnership may reborrow any part of the Financial Assistance which is prepaid or repaid.

Security

The Financial Assistance shall be unsecured.

REASONS FOR AND BENEFITS OF THE PROVISION OF FINANCIAL ASSISTANCE AND GUARANTEE

The Group is principally engaged in the provision of shipping services and ship management services.

The Company is of the view that the provision of the Financial Assistance enables the Partnership, its subsidiaries and associates to maintain their daily operations and perform their payment obligations in relation to its principal businesses of vessel holding and the provision of chartering services, while the provision of the Guarantees facilitates them to obtain external financing for the aforesaid purposes, which strengthens the Partnership's financial foundation and enhances its operational capacity, allowing it to manage cash flow efficiently while leveraging Equator Fund's industry expertise to capitalize on growth opportunities in the shipping industry. The Company expects that it can effectively monitor the transactions that the Partnership, its subsidiaries and associates will enter into, as the management decisions of the Partnership shall be jointly made by Equator Seacon, Golden Bridge and EGL, while major decisions of the Partnership require unanimous consent.

Having considered (1) the provision of the Financial Assistance and Guarantee enables the Partnership to strengthen its financial capability and expand its principal business operation including expanding its vessel fleet through chartering and acquisitions; (2) the Partners' maximum committed contribution of the Financial Assistance and the maximum guaranteed amount under the Guarantees are in proportion to the Partners' indirect interest in the Partnership, its subsidiaries and associates; and (3) EGL's financial strength and ability to contribute the same maximum amount of Financial Assistance to the Partnership and provide the same maximum guaranteed amount under the Guarantees, the Directors are of the view that the terms of the provision of the Financial Assistance and the Guarantees are on normal commercial terms, are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

INFORMATION ON THE PARTIES

The Company and the Group

The Company is an exempted company incorporated under the laws of the Cayman Islands and its Shares are listed on the Main Board of the Stock Exchange (stock code: 2409). The Group is principally engaged in the provision of shipping services and ship management services.

Golden Bridge

Golden Bridge is a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company, which is principally engaged in vessel holding and the provision of chartering services.

Partnership

As of the date of this announcement, the Partnership is a limited partnership established in the BVI and owned as to 2% by Equator Seacon as the General Partner, 49% by Golden Bridge as a limited partner and 49% by EGL as a limited partner. The Partnership is principally engaged in vessel holding and the provision of chartering services.

Equator Seacon is a company incorporated in the Cayman Islands, which is principally engaged in representing the Partnership. As of the date of this announcement, Equator Seacon is held as to 50% by Seacon Ship Trading Co., Limited, an indirectly wholly owned subsidiary of the Company, and 50% by Equator Fund Holding Limited, which is ultimately wholly owned by Mr. Vincent Xu.

Equator Fund Holding Limited is a group company within Equator Fund. Equator Fund is a maritime-focused equity investment company, including in its portfolio, indirectly through its affiliate, a joint venture company with Navigator Holdings Ltd. (NYSE: NVGS) involving five ethylene vessels of current aggregated market value of approximately USD218 million and its affiliate company Shenzhen Equator Fund Management Co., Ltd. acting as the manager for several private equity investment funds including Shenzhen Green Shipping Fund, with Shenzhen municipal government as the cornerstone sponsor.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Partnership and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

EGL

EGL is a limited partnership established under the laws of the British Virgin Islands, which is principally engaged in shipping investment. As of the date of this announcement, EGL is held as to 1% by Equator Pacific Limited as the general partner and 79% by Equator Fund as a limited partner. Equator Pacific Limited and Equator Fund are ultimately wholly owned by Mr. Vincent Xu.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, EGL and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the provision of the Financial Assistance and Guarantees under the Agreement are more than 5% but are less than 25%, the provision of Financial Assistance and Guarantees by the Group constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Advance”	the principal amount of each advance made or to be made under the Agreement or the aggregate principal amount of any such advances outstanding under the Agreement from time to time
“Affiliate(s)”	any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with a party of more than 50% of voting rights
“Agreement”	the financial assistance and guarantee agreement dated 4 August 2025 entered into among the Partners and the Partnership
“Availability Period”	the period from and including the date of the Agreement to 3 December 2030
“Board”	the board of Directors
“BVI”	British Virgin Islands

“Company”	Seacon Shipping Group Holdings Limited (洲際船務集團控股有限公司), an exempted company incorporated under the laws of the Cayman Islands and its Shares are listed on the Main Board of the Stock Exchange (stock code: 2409)
“Directors”	the directors of the Company
“EGL”	Equator Gas LP, a limited partnership established under the laws of the British Virgin Islands
“Equator Fund”	Equator Fund Limited, a limited liability company established under the laws of the Cayman Islands
“Equator Seacon” or “General Partner”	Equator Seacon Maritime Capital Group Limited, a company incorporated in the Cayman Islands
“Financial Assistance”	the financial assistance provided under the Agreement, which shall include providing security for a loan and any committed capital injection, but excludes any Guarantee(s)
“Golden Bridge”	Golden Bridge Ships Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“Guarantee(s)”	the provision of guarantee(s) under the Agreement
“HKD”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Partner(s)”	collectively, EGL and Golden Bridge
“Partnership”	Seacon Equator Maritime LP, a limited partnership established in the BVI
“PRC”	the People’s Republic of China
“Purposes”	to finance the Partnership, its subsidiaries and associates to finance their daily operations and perform their payment obligations in relation to the Partnership’s principal businesses
“Shareholders”	holders of the Shares

“Shares”	ordinary shares with a nominal or par value of HKD0.01 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“United States”	the United States of America
“USD”	United States dollars, the lawful currency of the United States
“%”	per cent

By order of the Board
Seacon Shipping Group Holdings Limited
Guo Jinkui
Chairman

Hong Kong, 4 August 2025

As at the date of this announcement, the Board comprises executive Directors of Mr. Guo Jinkui, Mr. Chen Zekai, Mr. He Gang, and Mr. Zhao Yong; and independent non-executive Directors of Mr. Fu Junyuan, Ms. Zhang Xuemei, and Mr. Zhuang Wei.