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Beijing Capital Jiaye Property Services Co., Limited

北京京城佳業物業股份有限公司

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

(Stock Code: 2210)

**DISCLOSABLE AND CONNECTED TRANSACTION
REGARDING RELOCATION COMPENSATION
FOR BEIJING URBAN CONSTRUCTION XINGFA GAS STATION**

RELOCATION COMPENSATION

The Board is pleased to announce that, on March 27, 2026, the Company, BUCGP (a wholly-owned subsidiary of the Company) and Haicheng Xingtai (as the implementing entity/relocator), among others, enter into the Relocation Compensation Agreement, pursuant to which Haicheng Xingtai agrees that the Group will be compensated by means of monetary compensation in the aggregate amount of RMB57.81 million for the losses arising from the termination of operating rights of Xingfa Gas Station and the relocation and evacuation of its buildings, structures and equipment, etc. above the ground.

IMPLICATIONS OF THE LISTING RULES

As one or more of the percentage ratios applicable to the Compensation to be made to the Group under the Relocation Compensation Agreement pursuant to Rule 14.07 of the Listing Rules is higher than 5% but lower than 25%, the transaction contemplated under the Relocation Compensation Agreement constitutes a disclosable transaction of the Company under Chapter 14 of the Listing Rules, and shall be subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

BUCG is the ultimate controlling Shareholder of the Company as at the date of this announcement, so BUCG and its associates (including Haicheng Xingtai) are connected persons of the Company under Rule 14A.07 of the Listing Rules. Accordingly, the transaction contemplated under the Relocation Compensation Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. As one or more of the applicable percentage ratios in respect of the Compensation to be made to the Group under the Relocation Compensation Agreement exceed 5%, the transaction contemplated under the Relocation Compensation Agreement shall be subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

The Company will convene the General Meeting for the Independent Shareholders to consider and, if thought fit, approve the Relocation Compensation Agreement. BUCG and its associates will abstain from voting on the relevant resolutions in respect of the above matters at the General Meeting.

Due to the need for additional time to prepare and finalize certain information to be included in the circular, a circular containing, among other things: (i) further details on the Relocation Compensation Agreement; (ii) a letter from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; (iii) a letter from the Independent Board Committee to the Independent Shareholders; (iv) other information required under the Listing Rules; and (v) the notice of the General Meeting, is expected to be despatched to Shareholders on or before April 29, 2026.

I. INTRODUCTION

The Board is pleased to announce that, on March 27, 2026, the Company, BUCGP (a wholly-owned subsidiary of the Company) and Haicheng Xingtai (as the implementing entity/relocator), among others, enter into the Relocation Compensation Agreement, pursuant to which Haicheng Xingtai agrees that the Group will be compensated by means of monetary compensation in the aggregate amount of RMB57.81 million for the losses arising from the termination of operating rights of Xingfa Gas Station and the relocation of its buildings, structures and equipment, etc. above the ground.

II. RELOCATION AND EVACUATION COMPENSATION RELATING TO THE GROUP

To carry out Beijing Haidian District CCP Committee and District Government's unified planning of urban village reconstruction projects, in June 2025, Beijing Haidian District Government appointed Haicheng Xingtai to take charge of the relocation and evacuation of Xingfa Gas Station operating areas subordinate to BUCGP, among others. The operation at Xingfa Gas Station's site will be terminated and the buildings, structures and equipment, etc. above the ground will be relocated and vacated. For details of Xingfa Gas Station, please refer to the Section "VI. Information on Parties and Target Gas Station – The Group and Xingfa Gas Station" hereof.

Pursuant to the terms of the Relocation Compensation Agreement, Haicheng Xingtai has agreed, among others, to compensate by means of monetary compensation for the losses arising from the termination of the operating rights at Xingfa Gas Station's site and the relocation and evacuation of its above-ground buildings, structures, equipment and other constructed assets. The Group (i.e., the Company and BUCGP) is entitled to receive from Haicheng Xingtai a relocation and evacuation compensation in an aggregate amount of RMB57.81 million (the "**Compensation**").

The amount of Compensation is determined by all parties to the Relocation Compensation Agreement upon arm's length negotiation, among others, by reference to the valuation report as at the valuation benchmark date of June 3, 2025 issued by the independent third-party valuer engaged by the Group, pursuant to which, the losses arising from relocation and evacuation of Xingfa Gas Station operating rights, buildings, structures and equipment are valued at RMB57.81 million in aggregate. Further information about said valuation report (including in respect of the valuation methodology, assumptions and key inputs) will be disclosed in the circular to be despatched to Shareholders in respect of Relocation Compensation Agreement.

III. RELOCATION COMPENSATION AGREEMENT

The principal terms of the Relocation Compensation Agreement and the transaction contemplated by the Group thereunder are set out below:

Date

March 27, 2026

Parties

- (1) Haicheng Xingtai (implementing entity/relocator);
- (2) BUCG;
- (3) BUC5CG;
- (4) the Company; and
- (5) BUCGP

Compensation and Payment Arrangements

Haicheng Xingtai shall pay the Compensation to the Group (i.e. the Company and BUCGP) according to the following arrangements, in aggregate amount of RMB57.81 million:

- (a) *The first installment:* Within 20 days from the effective date of the Relocation Compensation Agreement and certain conditions for the first installment of payment are met (e.g. the relocatee has vacated all houses it used within the scope of relocation in accordance with the timeframe stipulated under the agreement, and delivered them to Haicheng Xingtai or other dismantling firm it has appointed), Haicheng Xingtai shall pay 80% of the total Compensation to the Group, in aggregate amount of RMB46.248 million, including RMB11.896 million payable to the Company, and RMB34.352 million payable to BUCGP for the first installment.
- (b) *The second installment:* Within 20 days from the effective date of the Relocation Compensation Agreement and certain conditions for the second installment of payment are met (e.g. the Company and BUCGP have completed the delivery of relocated houses, met the requirements for progress, safety and stability, obtained the recognition of Haicheng Xingtai, the land lots are evacuated and the ground are clean and clear), Haicheng Xingtai shall pay the remaining 20% of the total Compensation to the Group, in the aggregate amount of RMB11.562 million, including RMB2.974 million payable to the Company, and RMB8.588 million payable to BUCGP. If BUCG and BUC5CG fail to issue a supporting document to Haicheng Xingtai, or the Company and BUCGP fail to complete the progress, safety and stability efforts according to the BUCG's requirements, then BUCG shall file an application to Haicheng Xingtai, for making the payment of the second installment to BUCG instead of the Group, and the amount stated in the application shall be deducted from the Compensation.

Haicheng Xingtai shall transfer the agreed amount of Compensation under the Relocation Compensation Agreement by bank transfer to the respective designated bank accounts of the Company and BUCGP.

Delivery and Handover

After signing the Relocation Compensation Agreement, the relocatee shall timely and autonomously meet the conditions for delivery of relocated houses at its own expenses, for example, the relevant houses (including Xingfa Gas Station's site) should be evacuated at the time of handover, and the permanent buildings, temporary buildings, structures and auxiliaries pertaining to the houses should maintain their original functionality and status.

The relocatee shall evacuate the houses prior to the specified time agreed by the parties, and deliver the evacuated houses to Haicheng Xingtai or other dismantling firm appointed by the relocatee, and work with Haicheng Xingtai or its appointed dismantling firm to finish the handover procedure.

Conditions Precedent

The Relocation Compensation Agreement shall be entered into from the date the respective legal representatives or authorised signatories of all parties signed and affixed their official seals or special seals for contract, and shall become effective only after the Group has obtained all necessary approvals and/or completed all necessary procedures required by relevant laws and regulations (including, pursuant to the Listing Rules, the Company having obtained Independent Shareholders' approval at the General Meeting in respect of the transaction contemplated under the Relocation Compensation Agreement).

IV. REASONS FOR AND BENEFITS OF THE RELOCATION COMPENSATION AGREEMENT

The Relocation Compensation Agreement provides for the manner of relocation compensation, the deadline of relocation and evacuation, the conditions and default liability among other core matters, which not only ensures the compliant, stable and order progress of relocation and evacuation, actively cooperates and facilitates the implementation of the requirements of Beijing new general rules as well as Haidian District CCP Committee and District Government's unified planning of urban village reconstruction projects, and promotes the high quality development of the city, but also determines the boundaries of responsibilities and obligations of all parties, reduces the legal and compliance risks, realises compliant relocation, and effectively safeguards the legitimate rights and interests of the Company and the Shareholders as a whole.

In view of the above reasons and benefits, the Directors (excluding the independent non-executive Directors, who will express their views after considering the Independent Financial Adviser's advice) believe that the terms and conditions of the Relocation Compensation Agreement are determined upon negotiation at arm's length, and that the agreement was entered into in the ordinary and usual course of business of the Group on normal commercial terms or better, the relevant terms are fair and reasonable, and in the interests of the Company and its Shareholders as a whole.

None of the Directors shall have any material interest in the above agreement and the transaction contemplated thereunder. However, as each of Ms. Jiang Xin, Mr. Mao Lei, and Mr. Li Zuoyang (all being Directors) holds office in BUCG or its associates, they have abstained from voting on the Board resolution in relation to the above transaction.

V. FINANCIAL IMPACTS OF CONTEMPLATED TRANSACTION UNDER THE RELOCATION COMPENSATION AGREEMENT AND THE USE OF PROCEEDS

It is expected that the Group may record unaudited net gain of approximately RMB48.1714 million from the transaction contemplated under the Relocation Compensation Agreement. This is estimated as the total compensation of RMB57.81 million to be received by the Group under the Relocation Compensation Agreement, less the appraised value of the constructed assets to be relocated and vacated of RMB3.6386 million and the estimated direct expenses of approximately RMB6 million relating to the relocation and evacuation. The above estimated net gain does not take into account any PRC corporate income tax. The actual amount of gain will depend on the appraisal value of the constructed assets to be relocated and vacated on the date of completion, the actual direct costs and expenses to be incurred in the relocation and evacuation (such as legal and professional fees) and the final PRC taxation, subject to review and audit of the Group's auditors, and it may differ from the above amount.

The Group intends to use the amount of Compensation as its general working capital.

VI. INFORMATION ON PARTIES AND TARGET GAS STATION

The Group and Xingfa Gas Station

The Company is a joint stock company incorporated in the PRC with limited liability, the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 2210). The Group is primarily engaged in the provision of property management and related services in the PRC with three main business segments, namely property management services, non-owner value-added services and community value-added services.

BUCGP is a direct wholly-owned subsidiary of the Company, incorporated in the PRC as a limited liability company, mainly engaged in property management, automotive public parking service, asset management, conference service, catering management, office leasing, real estate agency, and commercial space leasing.

Xingfa Gas Station is an indirect wholly-owned subsidiary of the Company, wholly-owned by BUCGP, incorporated in the PRC as a limited liability company, mainly engaged in retail of finished oil, retail of tobacco products, sale of foods, alcohol sales, car washing service and sale of daily supplies.

Xingfa Gas Station's site is located in the BUC5 Warehouse, Xisanqi, Haidian District, Beijing, with a total site area of 1,788.94m² and a gross floor area of 360.02m² on buildings and structures. The station is equipped with double-layered anti-seepage oil tanks, four tax-controlled fuel dispensers with four nozzles each, and other equipment mainly for gas station operations and office use. In 2025, Xingfa Gas Station obtained the Permit for Retail of Finished Oil, effective until September 18, 2027. As of the date of this announcement, Xingfa Gas Station's site is under lease with a term from September 19, 2023 to September 18, 2027. For the two years ended December 31, 2024 and 2025, the unaudited rental income generated from the relevant assets to be relocated and vacated amounted to approximately RMB3.63 million and RMB3.68 million, respectively.

BUCG

As at the date of this announcement, BUCG is the ultimate controlling Shareholder of the Company. BUCG directly and indirectly owns 74.15% of the issued shares of the Company, of which, BUCG directly owns 26.44% of the shares of the Company and indirectly owns 33.47% and 14.24% of the shares of the Company through BUCID and BUCC (both being subsidiaries of BUCG) respectively. BUCG is a wholly state-owned enterprise subordinate to the Beijing Municipal People's Government and is principally engaged in the authorization of state-owned asset management, undertaking general contracting of various types of industrial, energy, transportation, civil and municipal engineering construction projects, contracting of overseas engineering projects and real estate development, as well as other businesses.

BUC5CG is a direct wholly-owned subsidiary of BUCG, incorporated in the PRC as a limited liability company, mainly engaged in general contract of civil works, municipal public works, covering foundation, decoration and remodeling, steel structure, mechanical and electrical installation and other professional contracts and related engineering services.

Haicheng Xingtai

Haicheng Xingtai is incorporated in the PRC as a limited liability company, which is 49.00% held by Beijing Urban Construction Real Estate Development Co., Ltd. *(北京城建房地產開發有限公司), a wholly-owned subsidiary of BUCG, and the rest is held by Beijing Haikai Urban Renewal Construction and Development Co., Ltd. *(北京海開城市更新建設發展有限責任公司) (whose ultimate beneficial owner is the State-owned Assets Supervision and Administration Commission of Haidian People's Government of Beijing Municipality* (北京市海淀區人民政府國有資產監督管理委員會)), an Independent Third Party. Haicheng Xingtai is mainly engaged in real estate development and operation, urban renewal project implementation, construction, project management, land governance, municipal works and real estate supporting services, etc.

VII. IMPLICATIONS OF THE LISTING RULES

As one or more of the percentage ratios applicable to the Compensation to be made to the Group under the Relocation Compensation Agreement pursuant to Rule 14.07 of the Listing Rules is higher than 5% but lower than 25%, the transaction contemplated under the Relocation Compensation Agreement constitutes a disclosable transaction of the Company under Chapter 14 of the Listing Rules, and shall be subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

BUCG is the ultimate controlling Shareholder of the Company as at the date of this announcement, so BUCG and its associates (including Haicheng Xingtai) are connected persons of the Company under Rule 14A.07 of the Listing Rules. Accordingly, the transaction contemplated under the Relocation Compensation Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. As one or more of the applicable percentage ratios in respect of the Compensation to be made to the Group under the Relocation Compensation Agreement exceed 5%, the transaction contemplated under the Relocation Compensation Agreement shall be subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

VIII. GENERAL

The Company will convene the General Meeting for the Independent Shareholders to consider and, if thought fit, approve the Relocation Compensation Agreement. BUCG and its associates will abstain from voting on the relevant resolutions in respect of the above matters at the General Meeting.

The Independent Board Committee comprising of all independent non-executive Directors will be established to consider the Relocation Compensation Agreement, and provide advice to the Independent Shareholders. The Independent Financial Adviser will be appointed by the Company to advise the Independent Board Committee and the Independent Shareholders in respect of the above matters.

Due to the need for additional time to prepare and finalize certain information to be included in the circular, a circular containing, among other things: (i) further details on the Relocation Compensation Agreement; (ii) a letter from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders; (iii) a letter from the Independent Board Committee to the Independent Shareholders; (iv) other information required under the Listing Rules; and (v) the notice of the General Meeting, is expected to be despatched to Shareholders on or before April 29, 2026.

IX. DEFINITIONS

In this Announcement, unless the context otherwise requires, the following terms shall have the meanings set out below.

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of directors of the Company
“BUCC”	Beijing Uni.-Construction Group Co., Ltd.* (北京住總集團有限責任公司), a limited liability company incorporated in the PRC, and a controlling Shareholder of the Company
“BUCG”	Beijing Urban Construction Group Co., Ltd.* (北京城建集團有限責任公司), a limited liability company incorporated in the PRC and a controlling Shareholder of the Company, holding, directly and indirectly, approximately 74.15% of the total issued share capital of the Company as at the date of this announcement
“BUCID”	Beijing Urban Construction Investment & Development Co., Ltd.* (北京城建投資發展股份有限公司), a joint stock company incorporated in the PRC with limited liability, the shares of which are listed on the Shanghai Stock Exchange (stock code: 600266), and a controlling Shareholder of the Company

“BUCGP”	Beijing Urban Construction Group Properties Co., Ltd.* (北京城建置業有限公司)
“BUC5CG”	Beijing Urban Construction No. 5 Construction Group Co., Ltd.* (北京城建五建設集團有限公司)
“Company”	Beijing Capital Jiaye Property Services Co., Limited, 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
“Director(s)”	the director(s) of the Company
“General Meeting”	the forthcoming general meeting to be held by the Company, to consider and if thought fit, approve, among others, the resolution relating to the Relocation Compensation Agreement
“Group”	the Company and its subsidiaries (including BUCGP)
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“H Share(s)”	the overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are listed and traded on the Stock Exchange
“Independent Board Committee”	the Independent Board Committee established to advise the Independent Shareholders in respect of the transaction contemplated under the Relocation Compensation Agreement, which comprises all the independent non-executive Directors (being Mr. Cheng Peng, Mr. Kong Weiping and Mr. Kong Chi Mo)
“Independent Financial Adviser”	the independent financial adviser appointed to advise the Independent Board Committee and the Independent Shareholders in respect of the transaction contemplated under the Relocation Compensation Agreement
“Independent Shareholders”	Shareholders who are not prohibited from voting at the General Meeting for approving the transaction contemplated under the Relocation Compensation Agreement (being Shareholders other than BUCG and its associates)

“Independent Third Party(ies)”	any person or company and their respective ultimate beneficial owner(s), to the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, are not connected persons of the Company and are third parties independent of the Company and its connected persons in accordance with the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“PRC”	the People’s Republic of China, and for the purposes of this announcement, excluding Hong Kong, the Macao Special Administrative Region and Taiwan
“Relocation Compensation Agreement”	the relocation compensation agreement entered into by Haicheng Xingtai, BUCG, BUC5CG, the Company and BUCGP on March 27, 2026
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	domestic Share(s) and H Share(s) of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“Target Gas Station” or “Xingfa Gas Station”	Beijing Urban Construction Xingfa Gas Station Co., Ltd.* (北京城建興發加油站有限公司)
“%”	per cent

* *The English translation or transliteration of the Chinese name(s), where indicated, is included for information purposes only, and should not be regarded as the official English name(s) of such Chinese name(s).*

By order of the Board
Beijing Capital Jiaye Property Services Co., Limited
Zhang Weize
Chairman

Beijing, the PRC
March 27, 2026

As at the date of this announcement, the Board consists of Mr. Zhang Weize, Mr. Yang Jun and Mr. Luo Zhou as executive Directors, Ms. Jiang Xin, Mr. Mao Lei and Mr. Li Zuoyang as non-executive Directors, and Mr. Cheng Peng, Mr. Kong Weiping and Mr. Kong Chi Mo as independent non-executive Directors.