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**GRANDBLUE INVESTMENT  
HONGKONG LIMITED**  
瀚藍(香港)環境投資有限公司  
(於香港註冊成立之有限公司)

**CANVEST ENVIRONMENTAL PROTECTION  
GROUP COMPANY LIMITED**  
粵豐環保電力有限公司  
(於開曼群島註冊成立的有限公司)  
(股份代號：1381)

## 聯合公告 有關

- (1) 要約人根據開曼群島公司法第86條  
通過協議安排將粵豐環保電力有限公司私有化  
之附帶先決條件之建議
- (2) 購股權要約
- (3) 有關土地出售事項、智慧停車出售事項及  
寫字樓出售事項之關連交易及特別交易
- (4) 有關存續安排之特別交易  
及
- (5) 建議撤銷本公司上市地位

要約人之獨家財務顧問



本公司之獨家財務顧問



茲提述粵豐環保電力有限公司(「本公司」)及瀚藍(香港)環境投資有限公司(「要約人」)於2024年7月22日聯合刊發的公告(「該聯合公告」)，內容關於(其中包括)要約人根據公司法第86條通過協議安排將本公司私有化之附帶先決條件之建議。除文義另有所指外，本公告所用詞彙具有該聯合公告界定的相同涵義。

於2024年7月22日，瀚藍環境(要約人的間接母公司)已就建議及計劃於上海證券交易所網站發佈重大資產收購建議(「重大資產收購建議」)。於2024年8月2日，瀚藍環境收到上海證券交易所就重大資產收購建議發出的意見函(「意見函」)。為回覆意見函，瀚藍環境已於2024年8月23日於上海證券交易所網站發佈對意見函之回覆(「意見函回覆」)。

本公告附錄摘錄了意見函回覆之相關部分，當中載有可能涉及收購守則的重要資料。意見函回覆之中文全文已登載於上海證券交易所網站([www.sse.com.cn](http://www.sse.com.cn))。

股東及潛在投資者務請參照要約人及／或本公司於上海證券交易所網站發佈的公告及其他文件，以了解建議及計劃的相關資料。

**警告：建議的提出須待先決條件達成後方可作實。本公司股東、購股權持有人、潛在投資者務請注意，建議及計劃之實施須待條件達成或獲豁免(如適用)後方可作實，因此建議可能會或可能不會實施，且計劃可能會或可能不會生效。本公司股東及潛在投資者於買賣本公司證券時務請審慎行事。任何人士如對應採取之行動有任何疑問，應諮詢其股票經紀、銀行經理、律師或其他專業顧問的意見。**

承董事會命  
瀚藍(香港)環境投資有限公司  
董事  
吳志勇

董事  
湯玉雲

承董事會命  
粵豐環保電力有限公司  
主席  
李詠怡

香港，2024年8月23日

於本聯合公告日期，瀚藍董事為吳志勇先生及湯玉雲女士。

於本聯合公告日期，瀚藍環境董事為張厚祥先生、金鐸女士、李志斌先生、王偉榮先生、周少傑先生及陳逸華先生；及瀚藍環境獨立董事為張軍先生、梁錦棋先生及李侃童女士。

瀚藍及瀚藍環境的董事願就本聯合公告所載資料(不包括有關本集團的資料)之準確性共同及個別地承擔全部責任，並在作出一切合理查詢後，確認就其所深知，本聯合公告所表達意見(不包括董事所表達意見)乃經審慎周詳考慮後始行作出，且本聯合公告並無遺漏任何其他事項，足以令致本聯合公告所載任何陳述產生誤導。

於本聯合公告日期，董事會包括：執行董事李詠怡女士、黎健文先生、袁國楨先生及黎俊東先生；非執行董事馮駿先生；獨立非執行董事沙振權教授、陳錦坤先生、鍾國南先生及李頌華先生。

各董事願就本聯合公告所載資料(不包括有關要約人的資料)之準確性共同及個別地承擔全部責任，並在作出一切合理查詢後，確認就其所深知，本聯合公告所表達意見(不包括要約人董事所表達意見)乃經審慎周詳考慮後始行作出，且本聯合公告並無遺漏任何其他事項，足以令致本聯合公告所載任何陳述產生誤導。

附錄  
意見函回覆摘錄  
(英文譯本僅供參考)

**Question 3(2) Explain the specific measures and timetable for releasing relevant Pledged Shares<sup>1</sup>, whether there are substantial obstacles and the impact on this transaction**

As advised by the Cayman Islands legal adviser to the Scheme, the consent of Shanghai Industrial Holdings Limited (上海實業控股有限公司) (“**Shanghai Industrial**”), as pledgee of the Pledged Shares (the “**Pledgee**”), to the Scheme should be obtained.

Under the laws of the Cayman Islands, the Scheme must be approved by the Scheme Shareholders representing not less than 75% in value of the Scheme Shares held by the Scheme Shareholders present and voting either in person or by proxy at the Court Meeting. The Scheme is also subject to the sanction of the Grand Court of the Cayman Islands.

As the Pledgee has an interest in the Pledged Shares held by a Scheme Shareholder, if the consent from the Pledgee is not in place, the Pledgee might seek to obtain relief or persuade the judge of the Grand Court of the Cayman Islands that the Scheme should not be sanctioned.

However, according to the undertaking issued by Best Approach Developments<sup>2</sup>, Best Approach Developments will co-operate with Shanghai Industrial to obtain the written consent of Shanghai Industrial prior to the publication date of the Scheme Document of this transaction (such written consent includes but not limited to Shanghai Industrial’s consent to release the Pledged Shares before the Scheme Effective Date<sup>3</sup> of this transaction). The Listed Company<sup>4</sup> will urge Best Approach Developments to fully fulfil the undertaking, and after obtaining the relevant written consent from Shanghai Industrial in accordance with the undertaking, the relevant Pledged Shares will not constitute substantial obstacle to this transaction.

**Question 4(4)2 The relevant undertaking and guarantee arrangement issued by the counterparty in respect of the accounts receivable of the Target Company<sup>5</sup>**

According to the irrevocable undertaking entered into by Best Approach Developments, Best Approach Developments, Ms. Loretta Lee and Mr. Lai Kin Man<sup>6</sup> (collectively, the “**Substantial Shareholders**”) have agreed to the following arrangements on the recovery of accounts receivable and guarantee arrangement: the Substantial Shareholders agree that Grandblue Hong Kong<sup>7</sup> shall retain HK\$216,520,515.32 from the cancellation price payable to Best Approach Developments as a security deposit for the relevant accounts receivable and other losses. For the relevant receivables as at the Audit Reference Date of the Scheme Effective Date (being the last day of the month in which the Scheme Effective Date falls), if the relevant receivables are not recovered within five years after the Scheme Effective Date, Best Approach Developments, Ms. Loretta Lee and Mr. Lai Kin Man shall be jointly and severally liable to compensate Grandblue Hong Kong or the Target Company Group<sup>8</sup>.

Pursuant to the Deed of Irrevocable Undertaking and Guarantee, the specific arrangements in relation to the recovery of accounts receivable are as follows:

The total cancellation price payable by Grandblue Hong Kong to Best Approach Developments<sup>9</sup> is HK\$5,680,213,363.30, of which the Substantial Shareholders agree that Grandblue Hong Kong shall retain HK\$216,520,515.32 as a security deposit for the following liabilities: (a) liabilities of the Substantial Shareholders to the Offeror or the Target Company Group incurred from 30 June 2024 to three years after the Scheme Effective Date, for losses or administrative or civil liabilities suffered by the Target Company Group as a result of events that existed before the Scheme Effective Date, and (b) liabilities of the Substantial Shareholders to the Offeror or the Target Company Group in respect of the relevant receivables of the Target Company Group as at the Audit Reference Date not recovered within five years after the Scheme Effective Date. In respect of such security deposit, the Offeror shall deduct the amount accordingly in accordance with the liabilities incurred under (a) and (b) above after the Scheme Effective Date, and pay the remaining amount to Best Approach Developments after the expiry of five years from the Scheme Effective Date.

*Notes:*

- (1) “Pledged Shares” has the same meaning as “Pledged Shares” in the Joint Announcement
- (2) “Best Approach Developments” has the same meaning as “Best Approach” in the Joint Announcement
- (3) “Scheme Effective Date” has the same meaning as “Effective Date” in the Joint Announcement
- (4) “Listed Company” has the same meaning as “Grandblue Environment” in the Joint Announcement
- (5) “Target Company” has the same meaning as “Company” in the Joint Announcement
- (6) “Mr. Lai Kin Man” has the same meaning as “Mr. KM Lai” in the Joint Announcement
- (7) “Grandblue Hong Kong” has the same meaning as “Grandblue” in the Joint Announcement
- (8) “Target Company Group” has the same meaning as “the Group” in the Joint Announcement
- (9) “cancellation price payable by Grandblue Hong Kong to Best Approach Developments” has the same meaning as “Best Approach Cancellation Price” in the Joint Announcement

## 意見函回覆摘錄

(中文版本登載於上海證券交易所網站)

### 問題三(二)說明解除相關股票質押<sup>1</sup>的具體措施和時間安排，是否存在實質性障礙及對本次交易的影響

根據計劃的開曼律師的說明，應當取得股票質押的質押權人(以下簡稱「質押權人」)上海實業控股有限公司(以下簡稱「上海實業」)關於計劃的同意。

根據開曼群島相關法律，計劃必須獲得計劃股東(佔不少於親身或透過委任代表出席法院會議並於會上投票的計劃股東所持計劃股份價值的75%)於法院會議上批准。該計劃還必須獲得開曼群島大法院的批准。

由於質押權人在計劃股東持有的股票質押中擁有權益，如無法取得質押權人同意，質押權人可能會尋求獲得濟助或說服開曼群島大法院法官不予批准該計劃。

但根據臻達發展<sup>2</sup>出具的承諾，臻達發展將與上海實業通力配合，在本次交易的計劃文件發佈日前，取得上海實業出具的書面同意(該書面同意內容包括但不限於上海實業同意將股票質押在本次交易的計劃生效日期<sup>3</sup>前解除)。上市公司<sup>4</sup>將督促臻達發展充分履行承諾內容，在根據承諾安排取得上海實業出具的相關書面同意文件後，相關股票質押將不會構成本次交易的實質性障礙。

### 問題四(四)2、交易對手方就標的公司<sup>5</sup>應收賬款所出具的相關承諾及保障安排

根據臻達發展簽署的不可撤銷承諾，臻達發展、李詠怡女士、黎健文先生<sup>6</sup>(以下合稱「大股東」)關於應收賬款回款的承諾以及保障安排為：大股東同意瀚藍香港<sup>7</sup>在其需要向臻達發展支付的註銷價總額中扣留216,520,515.32港元，作為相關應收款項及其他損失的扣款保證金。對截至計劃生效審計基準日(即計劃生效日期所在月的最後一天)的相關應收款項，如未在計劃生效日後的五年內收回的，臻達發展、李詠怡女士、黎健文先生將向瀚藍香港或標的公司集團<sup>8</sup>承擔連帶賠償責任。

不可撤銷承諾關於應收賬款回款情況的具體保障安排如下：

瀚藍香港需要向臻達發展支付的註銷價<sup>9</sup>總額為5,680,213,363.30港元，大股東同意瀚藍香港扣留其中的216,520,515.32港元作為下列賠償責任的扣款保證金：(a)自2024年6月30日起至計劃生效日期後的三年內，如因計劃生效日期之前的事實導致標的公司集團受到損失或者承擔行政、民事責任的，大股東需向要約人或標的公司集團承擔賠償責任，及(b)大股東需對標的公司集團截至計劃生效審計基準日的相關應收款項在計劃生效日期後的五年內未收回的部分向要約人或標的公司集團承擔賠償責任。對於該等扣款保證金，由要約人在計劃生效後，按照前述(a)項及(b)項下所發生的賠償責任相應扣款，並在計劃生效日五年屆滿之日後將剩餘款項支付給臻達發展。

註：

- (1) 「股票質押」具有聯合公告中「質押股份」之涵義
- (2) 「臻達發展」具有聯合公告中「臻達」之涵義
- (3) 「計劃生效日期」具有聯合公告中「生效日期」之涵義
- (4) 「上市公司」具有聯合公告中「瀚藍環境」之涵義
- (5) 「標的公司」具有聯合公告中「本公司」之涵義
- (6) 「黎健文先生」具有聯合公告中「黎健文先生」之涵義
- (7) 「瀚藍香港」具有聯合公告中「瀚藍」之涵義
- (8) 「標的公司集團」具有聯合公告中「本集團」之涵義
- (9) 「瀚藍香港需要向臻達發展支付的註銷價」具有聯合公告中「臻達註銷價格」之涵義