JBB BUILDERS INTERNATIONAL LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1903)

DISCLOSEABLE TRANSACTION IN RELATION TO THE ACQUISITION OF 100% EQUITY INTEREST IN THE TARGET COMPANY

Financial Adviser to the Company

建泉融資有限公司
VBG Capital Limited

THE ACQUISITION

On 29 January 2026 (after trading hours), the Company, the Vendor and the Guarantor entered into the Sale and Purchase Agreement, pursuant to which the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase the Sale Shares, representing 100% equity interest in the Target Company, at a total consideration of RMB120 million (equivalent to approximately HK$134.8 million). Upon Completion, the Target Company will become an indirect wholly-owned subsidiary of the Company and the financial results, assets and liabilities of the Target Company will be consolidated into the financial statements of the Group.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the Acquisition exceed 5% but all of them are less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Completion is subject to the fulfilment (or waiver) of the Conditions on or before the Long Stop Date. Therefore, the Acquisition may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

THE ACQUISITION

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THE SALE AND PURCHASE AGREEMENT

The principal terms of the Sale and Purchase Agreement are set out below:

Date	:	29 January 2026 (after trading hours)
Parties	:	(i) the Vendor, as vendor;
		(ii) the Purchaser, as purchaser; and
		(iii) the Guarantor, as guarantor.

Assets to be acquired

Pursuant to the terms and conditions of the Sale and Purchase Agreement, the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase the 100% equity interest in the Target Company.

As at the date of this announcement, the Target Company is wholly and beneficially owned by the Vendor. For detailed information of the Target Company, please refer to the paragraph headed "Information on the Target Company" below.

Consideration

The total consideration for the Acquisition is RMB120 million (equivalent to approximately HK$134.8 million), which shall be settled in cash by the Purchaser upon Completion.

The Consideration shall be paid and settled in full by the Purchaser by cash within three (3) Business Days after the Completion Date (or on such other date as may be agreed in writing by the Parties).

Conditions precedent

Completion of the Acquisition is conditional upon the fulfilment, or waiver by the Purchaser (where applicable), of the following Conditions on or before the Long Stop Date:

(i) the Purchaser, in its sole and absolute discretion, being satisfied with the Due Diligence Review, Legal Opinion and Valuation Report in respect of the Target Company;

(ii) the completion of the Debt Restructuring;

(iii) to the best of the Vendor's knowledge, there being no material breach of any relevant laws, regulations or licensing requirements of any existing approvals or consents by the Target Company;

(iv) no material adverse change in the equity interest (save for any change contemplated under the Sale and Purchase Agreement), operation, financial or trading conditions of the Target Company having occurred after 31 December 2025 (being the date of the latest management accounts of the Target Company made up to) and before or on the Completion Date;

(v) (if required) all requisite waivers, consents and approvals, filings, and submissions from any relevant governments or regulatory authorities or other relevant third parties (including but not limited to banks or lenders) in connection with the transactions contemplated under the Sale and Purchase Agreement having been obtained or completed (including, without limitation, the submission of any audit report or valuation report required by such authorities for the purpose of the registration of the transfer of the Sale Shares);

(vi) the Vendor having fully complied with all obligations and undertakings set out in the Sale and Purchase Agreement while Completion is pending and there being no material breach of the same before and on the Completion Date; and

(vii) the warranties remaining true, accurate and not misleading in all respects before and on the Completion Date.

The Purchaser may, at its sole and absolute discretion, by written notice to the Vendor, waive (in whole or in part) any of the Conditions (i) to (iv), (vi) and (vii) above. The Vendor and the Purchaser shall use (to the extent they are able) their respective best endeavours to procure the fulfilment of the conditions set out in the Conditions (i) to (vii) on or before the Long Stop Date. As at the date of this announcement, none of the Conditions have been fulfilled.

Profit guarantee

The Vendor irrevocably warrants and guarantees to the Purchaser that the aggregate audited consolidated net profit after tax of the Target Group (the "**Actual Profit**") for each Guarantee Year shall not be less than RMB10,000,000 (the "**Guaranteed Profit**").

In the event that the Actual Profit for a relevant Guarantee Year is less than the Guaranteed Profit, the Vendor shall pay to the Purchaser a sum equivalent to the difference between the Guaranteed Profit and the Actual Profit (the "**Compensation**") calculated with the following formula:

$$\text{Compensation} = \text{Guaranteed Profit} - \text{Actual Profit}$$

If the Actual Profit for the relevant Guarantee Year is a negative figure (i.e., a loss), it shall be deemed to be zero for the purpose of calculating the Compensation. The Actual Profit and the Compensation shall be calculated separately for each Guarantee Year and there shall be no carry-over or set-off of profits or losses between Year 1 and Year 2. For the purpose of determining the Actual Profit, a certain receivable as identified in the Sale and Purchase Agreement shall be deemed to have been repaid in full, and any write-off, impairment, or provision relating to such receivable shall be disregarded.

The Vendor and the Purchaser shall procure that the auditors nominated by the Purchaser shall issue audited consolidated financial statements of the Target Group for the relevant Guarantee Year within three (3) months after the end of such Guarantee Year. The Actual Profit shall be determined conclusively by reference to such audited consolidated financial statements.

The Vendor shall pay the Compensation (if any) for the relevant Guarantee Year to the Purchaser in cash within thirty (30) Business Days after the final determination of the Actual Profit for that year.

The Guarantor hereby irrevocably and unconditionally guarantees to the Purchaser the due and punctual payment of any Compensation payable by the Vendor. The Guarantor agrees that: (a) his obligations under the Sale and Purchase Agreement are those of a primary obligor and not merely as a surety; and (b) if the Vendor fails to pay any Compensation when due, the Guarantor shall, immediately upon demand by the Purchaser, pay such amount to the Purchaser in cash.

Completion

Subject to the fulfilment (or waiver) of all the Conditions on or before the Long Stop Date and subject to and upon the terms and conditions of the Sale and Purchase Agreement, Completion shall take place on the Completion Date.

Upon Completion, the Target Company will become an indirect wholly-owned subsidiary of the Company and the financial results, assets and liabilities of the Target Company will be consolidated into the financial statements of the Group.

DETAILS OF THE VALUATION

According to the Valuation Report, the appraised value of the Sale Shares as at 7 January 2026 (the "**Valuation Date**") is approximately HK$154 million. The Valuation was primarily based on the historical financial information of the Target Company as at 31 December 2025.

Qualification and independence of the Valuer

The Company has engaged the Valuer to conduct an independent valuation of the Sale Shares as at the Valuation Date (the "**Valuation**"). The person-in-charge of the Valuation is Mr. Paul Hung, the managing director of AP Appraisal Limited. Mr. Paul Hung is the Chartered Valuation Surveyor of the Royal Institution of Chartered Surveyors and the Accredited Senior Appraiser of American Society of Appraisers. Mr. Paul Hung has more than 10 years' valuation experience globally and is competent to undertake the valuation assignment. He is in a position to provide an objective and unbiased valuation and has no material connection or involvement with the subject asset or the other parties to the valuation assignment.

Valuation method

In arriving at the Valuation of the Target Company, the Valuer considered the asset approach, the market approach and the income approach, and solely adopted guideline public company method under the market approach as there are sufficient comparable companies that engaged in the same or similar line of businesses as the Target Company and could be identified in the market to facilitate a meaningful comparison and to form a reliable opinion of value. Asset approach is not an adequate approach for the valuation, as this approach does not take future growth potential into consideration. The Valuer has considered but decided against the income approach because this involves more assumptions and estimates while not all of the assumptions and estimates can be easily quantified or reliably measured, and there is no sufficient information to allow detailed planning for reliable cash flow projections.

Selection criteria

The Valuer sets below criteria to select comparable companies relevant to the Valuation:

(a) companies which are principally engaged in convenience store or supermarket business;

(b) companies which provide relevant major services in the PRC (including Hong Kong);

(c) shares of the companies are actively traded in stock market in the PRC (including Hong Kong);

(d) companies which have positive net profit for last 12 months; and

(e) companies which have market capitalization range from US$50 million to US$1.5 billion.

Comparable companies

The Valuer obtained the following list of comparable companies based on the above selection criteria:

Stock code	Company name	Listing place	Business location	Business description
605188.SH	Jiangxi Guoguang Commercial Chains Co., Ltd.	Shanghai	PRC	A company engaged in operation of chain supermarkets.
002697.SZ	Chengdu Hongqi Chain Co., Ltd.	Shenzhen	PRC	A China-based company principally engaged in the operation of regular chain supermarkets.

Stock code	Company name	Listing place	Business location	Business description
603708.SH	Jiajiayue Group Co., Ltd.	Shanghai	PRC	A China-based company principally engaged in supermarket chain operation business.
601116.SH	Sanjiang Shopping Club Co., Ltd.	Shanghai	PRC	A China-based company mainly engaged in the operation of supermarkets, innovative stores and small-scale stores.
002419.SZ	Rainbow Digital Commercial Co., Ltd.	Shenzhen	PRC	A China-based company primarily engaged in the digital retail business and digital industry business.
601366.SH	Liqun Commercial Group Co., Ltd.	Shanghai	PRC	A China-based retail chain company.
2360.HK	Best Mart 360 Holdings Limited	Hong Kong	Hong Kong	An investment holding company mainly engaged in chain retail stores of leisure food.
1373.HK	International Housewares Retail Company Limited	Hong Kong	Hong Kong	An investment holding company principally engaged in the retailing of housewares products.

Market multiples

Based on considerations from business and data observation, medians of enterprise value to earnings ("**EV/E**") ratios, enterprise value to sales ("**EV/S**") ratios and enterprise value to book value ("**EV/B**") ratios of the selected comparable companies as at the Valuation Date obtained from London Stock Exchange Group ("**LSEG**") data were calculated as follows:

Stock code	**EV/E**	**EV/S**	**EV/B**
605188.SH	29.73	3.41	6.85
002697.SZ	8.84	0.67	1.29
603708.SH	20.85	0.56	3.55
601116.SH	18.71	1.63	1.92
002419.SZ	27.27	1.45	3.68
601366.SH	27.10	1.55	2.52
2360.HK	6.90	0.72	3.44
1373.HK	13.43	0.23	0.64
Median (Adopted)	**19.78**	**1.08**	**2.98**

Discount for lack of marketability ("DLOM")

DLOM is the valuation adjustment with the largest single monetary impact on the final determination of value. Marketability is defined as the ability to convert an investment into cash quickly at a known price and with minimal transaction costs. DLOM is a downward adjustment to the value of an investment to reflect its reduced level of marketability.

In selecting the appropriate DLOM, the Valuer considered the length of time and effort required by the management in order to sell a controlling interest. This typically would take at least three to nine months if a transaction could be consummated at all. A controlling interest does enjoy the benefit of controlling the cash flow stream of the business. Lastly, the Valuer considered the expenses that are typically incurred to sell a business which are substantial such as legal fees, accounting fees and intermediary fees.

As the Target Company is on a non-marketable controlling basis, prudent investors would apply a discount to reflect its lack of marketability. With reference to the DLOM applied in transactions published in the Moore Control Premium & Discount for Lack of Marketability Study, the Valuer believes that a DLOM of 20% is fair and reasonable for the valuation of the Target Company.

Calculation of the Valuation

Based on the above parameters and inputs, the following sets out the calculation of the Valuation:

Name	Item	Formula	Unit	(A)	(B)	(C)	Source
Industry multiple	(1)	–	–	EV/E	EV/S	EV/B	–
Industry multiple value	(2)	–	–	19.78	1.08	2.98	a
Target Company financial performance	(3)	–	–	Net profit after tax	Revenue	Net book value	–
Target Company financial performance value	(4)	–	RMB million	6.68	160.95	72.76	b
Enterprise value	(5)	= (2) x (4)	RMB million	132.07	174.25	216.81	–
Weight ratio	(6)	–	–	33.33%	33.33%	33.33%	–
Weighted enterprise value	(7)	= (A5) x (A6) + (B5) x (B6) + (C5) x (C6)	RMB million		174.38		–
Add: Non-operating cash and cash equivalent	(8)	–	RMB million		–		b
Add: Other non-operating assets	(9)	–	RMB million		–		b
Less: Debt	(10)	–	RMB million		–		b
Less: Other non-operating liabilities	(11)	–	RMB million		–		b
100% equity value before DLOM	(12)	= (7) + (8) + (9) + (10) + (11)	RMB million		174.38		–
Less: DLOM	(13)	= –(12) x 20%	20%		(34.88)		c
Implied 100% equity value after control premium and DLOM	(14)	= (12) + (13)	RMB million		139.50		–
Foreign exchange of RMB to HK$	(15)	–	–		1.1095		d
Fair value of 100% equity interest in the Target Company (rounded to nearest HK$ million)	(16)	= (14) x (15)	HK$ million		154		–

Source:

a. LSEG data

b. Management accounts of the Target Company as of 31 December 2025

c. Moore Control Premium & Discount for Lack of Marketability Study 2025 Issue 4

d. Online data from State Administration of Foreign Exchange of the PRC as of the Valuation Date

Assumptions

The Valuer has made the following key assumptions regarding the Valuation:

- there will be no major changes in the political, legal, economic or financial conditions and taxation laws in the jurisdiction where the Target Company and its business currently operates or will operate which will materially affect the revenues attributable to the Target Company, that the rates of tax payable remain unchanged and that all applicable laws and regulations will be complied with;

- for the Target Company and its business to continue as a going concern, the Target Company will successfully carry out all necessary activities for the development of its business;

- market trends and conditions where the Target Company and its business operates will not deviate significantly from the economic forecasts in general;

- key management, competent personnel, and technical staff will all be retained to support ongoing operations of the Target Company and its business;

- there will be no material changes in the business strategy of the Target Company and its business and its operating structure;

- interest rates and exchange rates in the localities for the operation of the Target Company will not differ materially from those presently prevailing; and

- all relevant approvals, business certificates, licenses or other legislative or administrative authority from any local, provincial or national government, or private entity or organization required to operate in the localities where the Target Company and its business operates or intends to operate will be officially obtained and renewable upon expiry unless otherwise stated.

INFORMATION ON THE TARGET COMPANY

The Target Company is a company incorporated under the laws of the PRC with limited liability, which is principally engaged in retail business and operates convenience stores business in Sichuan Province, the PRC.

The Target Company has built a business system of "Brand + Operation + Supply Chain（品牌+運營+供應鏈）" by operating self-operated stores, franchise and wholesaling supply chain businesses. There are 65 self-operated stores and 30 franchised stores under the Target Company, which cover a wide range of products, including daily necessities, fresh fruits and vegetables, pre-packaged food, health food, and medical devices, etc., which enables them to fully satisfy customers' daily needs.

Set out below is the financial information of the Target Company based on its management accounts for the years ended 31 December 2024 and 31 December 2025 prepared in accordance with generally accepted accounting principles in the PRC:

	For the year ended 31 December 2025 (unaudited) *RMB'000*	**For the year ended 31 December 2024** (unaudited) *RMB'000*
Revenue	160,950	197,061
Net profit/(loss) before taxation	1,102	(26,554)
Net profit/(loss) after taxation	1,102	(26,554)

As at 31 December 2025, the unaudited net liabilities value of the Target Company was approximately RMB55.5 million.

The obligation of the Target Company's liabilities as at 31 December 2025 shall be transferred to and/or paid by the Vendor and/or its subsidiaries by the Long Stop Date. The Parties agreed to retain the lease liabilities with amount not exceeding RMB38,000,000 in the Target Company for the convenience of its daily operation.

INFORMATION ON THE VENDOR

The Vendor is a company established under the laws of the PRC with limited liability, whose principal business is the management and operation of convenience stores in the PRC. To the best information and belief of the Directors after having made reasonable enquiry, Ms. Yu Xingjun and Mr. Zhang Li (who are married couple) together with their son, Mr. Zhang Boyu, hold an aggregate of 55.36% equity interest in the Vendor, through (i) their respective direct interest of 31.04%, 13.02% and 0.96%; and (ii) indirect interest of 6.18% and 4.16% owned respectively by two companies controlled by Mr. Zhang Li, namely Xiamen Jianfu Investment Partnership (Limited Partnership)*（廈門見福投資合夥企業（有限合夥））and Xiamen Dafudaji E-commerce Co., Ltd.*（廈門大福大集電子商務有限公司）.

To the best knowledge, information and belief of the Directors after having made reasonable enquiries, the Vendor and its ultimate beneficial owners are Independent Third Parties.

INFORMATION ON THE GROUP

The Group is an established engineering contractor which mainly engaged in the business of marine construction services, and building and infrastructure services in Malaysia and Singapore.

The Company is incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1903). The Company is principally engaged in the business of marine construction and building and infrastructure services.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The terms of the Acquisition were agreed after arm's length negotiations among the Parties with reference to (i) the valuation of the Sale Shares determined by the Valuer under market approach; (ii) the business prospects of the Target Company; (iii) the Guaranteed Profit by the Vendor and the guarantee provided by the Guarantor; and (iv) the operational independence of the Target Company, which has its own administrative and operational system in Chengdu, in favour of the future operation by the Purchaser.

The Target Company operates convenience stores business in Sichuan Province, the PRC, with an extensive network of upstream suppliers (including but not limited to food and beverage and daily necessities) and downstream end customers. It also has its own administrative office in Chengdu, and the operation of the Target Company is relatively independent and complete compared to the Vendor's other subsidiaries. There are 65 self-operated stores and 30 franchised stores under the Target Company. The Company is of the view that the Acquisition will be a comparably mature and appropriate investment opportunity to attempt running convenience stores business, and will also provide easier access to the new convenience stores business, accompanied by the existing networks, stores locations, and supply chain resources. Therefore, the Company can rely on the comprehensive ongoing support with the built system as mentioned above and diversify the Group's revenue stream following the Completion.

In view of the above, the Board is of the view that the terms of the Sale and Purchase Agreement are on normal commercial terms, and the transaction contemplated thereunder is fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the Acquisition exceed 5% but all of them are less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Completion is subject to the fulfilment (or waiver) of the Conditions on or before the Long Stop Date. Therefore, the Acquisition may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

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

"Acquisition"	the proposed acquisition of the Sale Shares by the Purchaser from the Vendor pursuant to the terms and conditions of the Sale and Purchase Agreement;
"Board"	the board of Directors;
"Business Day(s)"	a day (excluding a Saturday, Sunday, public holiday and any day on which "extreme conditions" caused by super typhoons is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a black rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which banks generally open for business in Hong Kong;

"Company"	JBB Builders International Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1903);
"Completion"	the completion of the Acquisition pursuant to the terms and conditions of the Sale and Purchase Agreement;
"Completion Date"	the date (or such other date as may be agreed in writing by the Parties) on which all the Conditions have been satisfied or otherwise waived in accordance with the Sale and Purchase Agreement;
"Condition(s)"	the condition(s) precedent set out in the Sale and Purchase Agreement;
"connected person(s)"	has the same meaning ascribed to it under the Listing Rules;
"Consideration"	the total consideration payable by the Purchaser under the Sale and Purchase Agreement to the Vendor for the purchase of the Sale Shares;
"Debt Restructuring"	the repayment, settlement, novation, or assignment of all debts and liabilities of the Target Company (whether actual or contingent) accrued or existing as at 31 December 2025 (excluding the Retained Lease Liabilities), such that the Target Company is fully released from such obligations;
"Director(s)"	the director(s) of the Company;
"Due Diligence Review"	the due diligence review and investigation being conducted on the Target Company;
"Group"	the Company and its subsidiaries;
"Guarantee Year"	each of the following periods: (a) "Year 1": the financial year ending 31 December 2026; and (b) "Year 2": the financial year ending 31 December 2027;
"Guarantor"	Mr. Zhang Li, one of the ultimate beneficial owners of the Vendor, the guarantor for the Guaranteed Profit;
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Independent Third Party(ies)"	an individual or a company which is not a connected person of the Company within the meaning of the Listing Rules;

"Legal Opinion"	the legal opinion to be obtained as part of the Conditions, in the form and substance satisfactory to the Purchaser by a practising lawyer in the PRC;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;
"Long Stop Date"	31 March 2026 (or such other date as the Parties to the Sale and Purchase Agreement may agree in writing);
"Party(ies)"	the party(ies) to the Sale and Purchase Agreement, being the Purchaser, the Vendor and the Guarantor;
"PRC"	the People's Republic of China, which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;
"Purchaser"	the Company (or its subsidiary(ies));
"Retained Lease Liabilities"	the lease liabilities of the Target Company as at 31 December 2025 which are agreed to be retained for its daily operations, provided that the aggregate amount of such liabilities shall not exceed RMB38,000,000;
"RMB"	Renminbi, the lawful currency of the PRC;
"Sale and Purchase Agreement"	the sale and purchase agreement dated 29 January 2026 entered into by the Purchaser, the Vendor and the Guarantor;
"Sale Shares"	100% equity interest in the Target Company;
"Share(s)"	ordinary share(s) of HK$0.01 each in the share capital of the Company;
"Shareholder(s)"	holder(s) of the Share(s);
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Target Company"	Chengdu Jianfu Convenience Store Management Co., Ltd.(成都市見福便利店管理有限公司), a company established under the laws of the PRC with limited liability;
"Target Group"	the Target Company and its immediate holding company;

"Valuation Report"	the report issued by the Valuer in relation to valuation of the Sale Shares;
"Valuer"	AP Appraisal Limited, an independent professional valuer;
"Vendor"	Xiamen Jianfu Chain Management Co., Ltd. (廈門見福連鎖管理有限公司), a company established under the laws of the PRC with limited liability; and
"%"	per cent.

By order of the Board
JBB Builders International Limited
Dato' Ng Say Piyu
Chairman and executive Director

Hong Kong, 29 January 2026

As at the date of this announcement, the Board comprises Dato' Ng Say Piyu, Mr. Lam Fung Eng and Mr. Ng Chong Boon as executive Directors, Datin Ngooi Leng Swee as non-executive Director, Mr. Tai Lam Shin, Mr. Chan Tsun Choi, Arnold and Ms. Chan Pui Kwan as independent non-executive Directors.

* *for identification purpose only*