

Subject Name:	Transfer of two E190 aircraft, B-3115 and B-3116, owned by Colorful Guizhou Airlines		
Project Number:		Transfer Floor Price (in ten thousand yuan):	See information of sub-targets
Announcement Start Date:		Announcement End Date:	
Announcement Period:	20 working days	Publishing Media:	Website of Guizhou Sun Property Rights Exchange Co., Ltd., Guizhou Public Resources Trading Cloud Network
Location of Subject:	Nanming District, Guiyang City, Guizhou Province	Type of Subject:	Transportation Vehicles

I. Profile of the Transferor

Basic Information of the Transferor	Name of Transferor:	Colorful Guizhou Airlines Co., Ltd.
	Registered Address:	No. 30, Jichang Road, Shuanglong Airport Economic Zone, Nanming District, Guiyang City, Guizhou Province
	Legal Representative:	Xiang Wenyong
	Registered Capital:	156,266.458533 ten thousand yuan RMB
	Economic Type:	State-owned Solely-funded or State-owned Wholly-owned Company (Enterprise)
	Company Type (Economic Nature):	Limited Liability Company
	Unified Social Credit Code (Organization Code Certificate No.):	91520000337459642F
Decision-making and Approval of Asset Transfer	State-owned Assets Supervision and Administration Institution:	Supervised by Provincial State-owned Assets Supervision and Administration Commission
	Name of the Group or Competent Department to Which It Belongs:	Guizhou Civil Aviation Industry Group Co., Ltd.

Unified Social Credit Code or Organization Code:	91520000429290362Y
Name of the Approving Authority:	Guizhou Civil Aviation Industry Group Co., Ltd.
Type of Resolution:	Board Resolution
Internal Review Status:	Board Resolution

II. Profile of the Subject

Asset Description:	Transfer of two E190 aircraft, B-3115 and B-3116, owned by Colorful Guizhou Airlines
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Asset	Name:	Transfer of two E190 aircraft, B-3115 and B-3116, owned by Colorful Guizhou Airlines
	Location of Subject:	Nanming District, Guiyang City, Guizhou Province
	Current Status of Asset:	The transfer subject is transferred in its current state, and the intended transferee shall make its own judgment through on-site inspection

Co-ownership Status:	None
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Basic Information of the Transfer Subject	In form ation of Subject	Subject Name	Estimated Quantity	Listing Unit Price (in ten thousand yuan)	Unit	Listing Price (in ten thousand yuan)	Evaluation Price (in ten thousand yuan)	Book Net Value (in ten thousand yuan)	Security Deposit (in ten thousand yuan)
	Aircraft B-3116				7,213	7,213		2.1 million yuan	

									RMB or (300,000 US dollars)	
	Whether the Obligor Exercises the Pre-emptive Right:	No								
Asset Evaluation	Evaluation Institution:	Beijing Zhongqihua Asset Appraisal Co., Ltd.								
	Institution for Evaluation Approval (Filing):	Guizhou Civil Aviation Industry Group Co., Ltd.								
	Date of Approval (Filing):									
	Evaluation Benchmark Date:	2026-01-31								
		Book Value (in ten thousand yuan)	Evaluation Value (in ten thousand yuan)							
			14,751.4							
		Evaluation Value Corresponding to the Transfer Subject (in ten thousand yuan):	14,751.4							
	Unit Evaluation Value of the Transfer Subject (in ten thousand yuan):									
Important Information Disclosure	<p>(1) Intending transferees shall submit registration materials as required within the announcement period (see Annex 1 for details). If the intending transferee is an entity from outside Mainland China, including Hong Kong, Macao and Taiwan, it must fill in Annex 2, Annex 3, Annex 4 and Annex 5 within the announcement period, sign the Aircraft Technical Inspection Confirmation and Acceptance Letter and Final Buyer Confirmation with the transferor, and submit the scanned copies of the above documents to the exchange's designated email: ygcqcqjyb@prechina.net. After the transaction of this project is completed, the final transferee shall submit one original copy of the registration materials to the exchange for filing.</p> <p>(2) The announcement period of this project is also the due diligence period. After signing the</p>									

confidentiality commitment letter within the announcement period (see Annex 5 for details), intending transferees may review relevant commercial and technical documents of the transfer subject, including aircraft technical status, aircraft purchase agreement and other reasonable technical documents required by the intending transferee and approved by the transferor for provision, to carry out due diligence work. All relevant expenses of due diligence shall be borne by the intending transferee.

(3) According to Paragraph 4 of Section 11 Special Instructions in the Assets Valuation Report: "As of the benchmark date of this valuation, all 4 on-board engines under valuation are acquired by self-purchase, and each engine has entered into an original factory warranty service agreement. According to the statement provided by the property owner, the warranty rights corresponding to the above engines are not transferable, and the impact of the warranty is not considered in this valuation."

(4) If the intending transferee is an entity from outside Mainland China including Hong Kong, Macao and Taiwan, and the country or region where it is located has special qualification requirements for aircraft transaction or ownership, the transferee shall provide relevant qualification documents, and also provide a legal opinion (in Chinese) issued by a qualified local lawyer confirming that the transferee meets the relevant qualifications or conditions.

(5) If the transfer application materials submitted by the intending transferee are in English, a Chinese translation must be provided simultaneously in accordance with the relevant regulations of the Exchange, and the translation must be affixed with the official seal of the translation company or law firm.

(6) The intending transferee must ensure the authenticity, completeness and legality of all materials provided, and confirm that its participation in this transaction complies with the laws and industrial requirements of the country or region where it is located. Although the transferor reserves the right to review the original copies of all materials provided in the registration documents, it does not assume any responsibility for the authenticity and compliance of the materials. If the transaction fails due to the intending transferee's lack of eligibility, the intending transferee shall bear full responsibility and compensate for all losses incurred by the transferor. If false materials are found, the transferee qualification will be cancelled. If it is found at any time that the relevant documents, certification materials or commitments submitted by the intending transferee are forged, altered or fabricated, the transferee qualification will be cancelled, and the transferee shall compensate for all losses incurred by the transferor.

(7) Where there is any bilingual Chinese-English content related to this project, the Chinese content

shall prevail.

(8) The transaction price of this project is denominated in Renminbi (RMB), and the payment can be made in RMB or US dollars. If the intending transferee pays the relevant transaction price in US dollars, the settlement exchange rate is agreed as follows: the transaction price shall be calculated based on the central parity of RMB exchange rate in the inter-bank foreign exchange market announced by the China Foreign Exchange Trade System (authorized by the People's Bank of China) on the day prior to the payment date.

(9) All dates and times mentioned in the transaction process of this project are Beijing Time.

(10) The subject matter of this transaction is transferred on an "as-is" basis. The intending transferee shall sign the Aircraft Technical Inspection Confirmation and Acceptance Letter and Final Buyer Confirmation with the transferor. All expenses incurred during the relevant period and all risks arising therefrom shall be borne by the intending transferee. Contact person of the Transferor: Manager Xu; Contact number of the Transferor: +86 15085954748

III. Transaction Conditions and Qualifications of the Transferee

Transaction Conditions	Payment Method:	Lump-sum Payment
	Other Conditions Related to the Transfer:	<p>1. During the announcement period of this project, the intended transferee may conduct due diligence on the transfer subject and fully understand the transfer subject on its own. The transferor shall provide necessary cooperation and support for the intended transferee to conduct due diligence. The intended transferee shall read the relevant reference materials carefully. It shall fully and prudently understand the subject assets on its own. Once the application for transfer is submitted, it shall be deemed that the intended transferee has fully understood and recognized the status and relevant agreements of the subject, and voluntarily accepts the entire current status and defects of the transfer subject, and is willing to bear all responsibilities and risks. After the intended transferee is confirmed as the transferee, it shall not refuse to sign the</p> <p>2. Within 7 working days after being confirmed as the transferee, the intended transferee shall sign necessary relevant transaction documents (including but not limited to the aircraft purchase and sale agreement) with the transferor, and sign the</p> <p>3. When submitting the application for transfer, the intended transferee shall submit a written commitment letter (see Annex 5).</p>

4. The transferor shall be responsible for the authenticity of the documents provided, but does not guarantee that the aircraft itself may have damages or defects beyond the scope described in the documents. The transferee shall confirm the status of the aircraft during due diligence. After the transfer, the transferor shall not make any commitments and shall not assume additional compensation obligations. Before the transferee signs the asset acceptance certificate, the transferor shall be responsible for the custody of the subject assets. The subject assets shall be delivered in their current state on the delivery date.

5. To protect the legitimate rights and interests of all parties to the transaction, the transferor hereby makes a special prompt that once the intended transferee submits the application for transfer and pays the security deposit, it shall make the following commitments: If any of the following circumstances occurs, it shall bear the liability for negligence in conclusion of a contract, and the property rights trading institution shall transfer the security deposit to the account designated by the transferor in accordance with the requirements of the transferor. (1) If only one qualified intended transferee is solicited, it shall make an independent quotation based on the transfer floor price: a. If the intended transferee unilaterally withdraws the application for transfer after paying the transaction security deposit; b. If it fails to sign the

6. The transferee shall pay the transaction service fee within 5 working days from the date of signing the

7. The transferee shall independently assume responsibilities and relevant expenses for the following matters in accordance with applicable laws and regulations: 1) After delivery, conduct registration of rights, change of aircraft nationality certificate, aircraft radio station license, etc. for the aircraft; 2) After delivery, handle all matters such as the operation, insurance, maintenance, import and export (if any) of the aircraft.

3) If it is an overseas legal person institution, the country or region where it is registered or where its main business is conducted shall have established diplomatic relations with the People's Republic of China, and shall not be located in a country or region that is subject to sanctions or restrictions on

		aviation operations by the United Nations, the European Union or the United States; it is prohibited to sell, resell or provide the subject assets and their parts to the aforementioned countries or regions.
	Return of Security Deposit:	If the intended transferee fails to become the final transferee, the security deposit paid shall be returned without interest within 5 working days from the date of written confirmation of the review result. (If the security deposit is paid in US dollars, the refund time shall be subject to the time when the bank processes the refund in accordance with the
	Whether the Transfer Involves Mortgage, Guarantee, Seizure, Lease or Litigation:	No
	Whether Consortiums are Allowed to Participate in the Transfer:	No
	Qualifications of the Transferee:	<ol style="list-style-type: none"> 1. The intended transferee shall be a domestic or overseas enterprise legal person or other economic organization established in accordance with the law and validly existing. 2. The intended transferee shall have good financial status and payment ability. 3. The intended transferee shall have good business reputation. 4. The intended transferee shall meet other conditions stipulated by national laws and regulations.
	Transaction Conditions:	None
Security Deposit	Whether to Pay Security Deposit:	Yes
	Amount to be Paid:	See information of sub-targets
	Payment Time:	Pay after submitting the application for transfer, no later than 17:00 (Beijing Time) on the announcement end date (subject to the time when the payment is received by the bank)
	Payment Method:	Bank Transfer

Account for Security Deposit:		<p>RMB (¥) Account:</p> <p>Account No.: 2182010001201100013925</p> <p>Account Name: 贵州阳光产权交易所有限公司</p> <p>Bank: 贵州农商联合银行股份有限公司</p> <p>US Dollar (\$) Account:</p> <p>Account No.: 5205 0145 3600 0000 3658</p> <p>Account Name: Guizhou Sun Property Rights Exchange Co., Ltd.</p> <p>Bank: CHINA CONSTRUCTION BANK CORPORATION GUIYANG CHENGBEI SUB-BRANCH</p> <p>Bank Address: No. 68, Zhongshan West Road, Yunyan District, Guiyang City</p> <p>swift code: PCBCCNBJUZX</p> <p>Bank Telephone: 86-0851-85280431</p>
Matters Concerning Security Deposit Payment:		<p>The intended transferee shall pay the security deposit in the amount specified in the transfer announcement of the subject to the account designated by Guizhou Sun Property Rights Exchange Co., Ltd., which shall be deemed as the confirmation of the commitment made by the intended transferee to the transferor to accept the transaction conditions and acquire the transaction subject at a price not lower than the transfer floor price.</p>

IV. Information Announcement Period and Transaction Method

If No Intended Transferee is Solicited after the Expiration of the Information Announcement Period:	B. Change the information disclosure conditions and re-announce.
Upon the expiration of the listing period, if only one qualified prospective transferee is received:	Independent Quotation
Upon the expiration of the information announcement period, if two or more qualified prospective transferees are solicited:	Online Bidding

5.Undertakings of the Transferor

Our company hereby entrusts Guizhou Sun Property Rights Exchange Co., Ltd. to publicly transfer the subject matter held by our party. Guizhou Sun Property Rights Exchange Co., Ltd. shall publicly release the asset transfer information in accordance with the content of this announcement on its official website and relevant media, and organize the implementation of the transfer.

In accordance with the principles of openness, fairness, impartiality and integrity, the Transferor hereby makes the following commitments:

1.1. The relevant information concerning this asset transfer constitutes the true expression of our intention. The ownership of the transferred assets is clear, we have full right of disposal over the said assets, and the disposal is not subject to any

restrictive conditions;

2.2. The transfer of assets by our party has completed corresponding procedures, passed valid internal decision-making, and obtained the necessary approval;

3. The content of the submitted *Information Disclosure Form* is complete and valid, and contains no false records, misleading statements or material omissions;

4.4. During the transfer process, our party will comply with the provisions of laws and regulations and relevant rules of the property rights trading market, and perform our obligations in accordance with relevant requirements.

We hereby guarantee to abide by the above commitments. If we violate the above commitments or engage in any irregular conduct that causes losses to relevant transaction parties, we are willing to bear legal liability and corresponding economic compensation for the losses.

6. Rights and Obligations of the Intended Transferee

The intended transferee enjoys the following rights:

- (1) The right to request access to detailed materials of the target asset of this transfer;
- (2) The right to request the transferor to provide more detailed materials or give answers to relevant questions;
- (3) The right to request an on-site inspection or detailed survey of the target.

Meanwhile, the intended transferee has the following obligations:

- (1) To comply with the relevant national laws, regulations, rules and policies, and the relevant provisions of the trading rules of the exchange;
- (2) To keep confidential the trade secrets related to the target asset of this transfer that it has learned.

6. Rights and Obligations of the Intended Transferee

1. The intended transferee may apply for refund of the security deposit under the following circumstances:

- (1) The intended transferee fails to meet the purchaser's qualification after the substantive review by the transferor, or fails to win the bidding;
- (2) Other circumstances where the state-owned assets supervision and administration department deems that the security deposit should be refunded.

Except for the above circumstances, the intended transferee may not arbitrarily require a refund of the security deposit after paying it in accordance with regulations.

2. When any of the following circumstances occurs, the exchange may, within the limit of the security deposit paid by the intended transferee and after deducting the transaction service fee, make a decision not to refund the security deposit:

- (1) The intended transferee provides false or inaccurate materials, causing losses to the transferor or the exchange;
- (2) After submitting the application and paying the transaction security deposit, it fails to participate in the subsequent transaction in accordance with the project information disclosure;
- (3) After entering the online bidding process, no bidder submits a quotation, resulting in the invalidity of this online bidding;
- (4) After being confirmed as the transferee, it fails to sign the transaction contract with the transferor within the agreed time limit or fails to pay the full transaction price in accordance with the contract agreement;
- (5) Intended parties collude with each other and affect fair competition;

(6) Other behaviors of unreasonably refusing to cooperate with the transaction or unreasonably abandoning the acquisition;

(7) Other circumstances where the information disclosure stipulates that the security deposit will not be refunded;

(8) The intended transferee infringes the legitimate rights and interests of the transferor by obtaining the trade secrets of the transferor or the target enterprise;

(9) The intended transferee violates laws, regulations or relevant provisions, causing losses to the transferor.

If the amount of the security deposit is insufficient to cover the losses of the transferor and the exchange, the injured party may claim compensation from the faulty intended transferee.

3. After the exchange makes a decision not to refund the security deposit, the security deposit will be temporarily kept by the exchange. If the two parties to the transaction have an agreement on the refund of the security deposit, it shall be disposed of in accordance with the agreement; if there is no agreement or the agreement is unclear, either party may file a lawsuit with the court or apply for arbitration with the arbitration commission.

4. After any party files a lawsuit with the court or applies for arbitration to the arbitration commission, it shall submit the acceptance opinion of the relevant department to the exchange in writing. The exchange will continue to keep the security deposit. When the property right holder presents the effective ruling made by the relevant judicial authority and applies to the exchange for assistance in executing the ruling to pay the compensation through the judicial execution procedure, the exchange will execute in accordance with the effective judgment or ruling.

If any of the above circumstances occurs during the transaction, Guizhou Sun Property Rights Exchange Co., Ltd. will handle it in accordance with these instructions. The above provisions will be notified in writing to the intended transferee when it registers for the acquisition. The exchange does not make any guarantee or commitment to the result of the security deposit refund.

7. Note 1: Instructions on Deposit Payment and Refund of Guizhou Sun Property Rights Exchange Co., Ltd.

1. The online bidding for this asset transfer adopts the one-time quotation method, and the bidding starts on the 2nd working day after the expiration of the information disclosure period. Each bidder shall conduct one-time quotation through its self-provided terminal. There are two targets in this project: Target 1: Aircraft B-3115, the bidding period is 9:00-9:30 on the 2nd working day after the expiration of the information disclosure period; Target 2: Aircraft B-3116, the bidding period is 9:30-10:00 on the 2nd working day after the expiration of the information disclosure period. Each bidder for each target must complete the quotation within 30 minutes. (Note: In view of unavoidable factors such as network delay that may exist in the Internet environment, the bidding organizer has the right to postpone the starting time of bidding.) If the bidder fails to participate in the bidding due to its own reasons, all relevant consequences shall be borne by the bidder itself. The first quotation of this online bidding shall not be lower than the starting price. Among all valid quotations, the bidder with the highest quotation shall be the transferee; if the quotations are the same, the bidder who submits the quotation earlier shall be the transferee.

2. The starting price of this online bidding is the highest intended acquisition quotation submitted by the intended transferee in the Intended Acquisition Application;
3. If the starting price of this online bidding is higher than the listing price, and no bidder submits a quotation, the bidder who submitted the highest intended acquisition quotation in the Intended Acquisition Application shall be the transferee of the target. If such bidder refuses to acquire, the exchange may, within the limit of the bidding deposit paid by the bidder and after deducting the transaction service fee, make a decision not to refund the bidding deposit;
4. Bidders participating in the bidding through self-provided terminals should use a high-bandwidth, high-performance and secure network environment as much as possible. Bidders participating in the bidding through a public environment should pay attention to account security and exit the bidding system in time when leaving the terminal. The login account and password of the bidding platform obtained by the bidder are unique. Any login with this account and password is deemed as the bidder's own participation in the bidding, and all quotations submitted by this account are valid quotations, and the bidder may not claim that the quotation is invalid on the ground that it is not operated by itself. The bidding time is subject to the server time of the bidding platform. The exchange shall not bear any liability for any consequences caused by the bidder's failure to log in to the bidding platform on time due to its own reasons, network delay and other reasons, resulting in failure to quote on time, failure to quote or overquote.
5. Bidders shall be responsible for their account security. Bidders shall change the password in time after the first successful login to the bidding platform. Any behavior of any user who logs in to the bidding platform with the bidder's username and password is deemed as the behavior of the bidder itself, and the bidder shall be responsible for it. Bidders shall keep their account information confidential, and each registered account can only be used by one bidder. The exchange shall not bear any liability for any consequences caused by the leakage of registered account information or failure to change the initial password in time due to the bidder's reasons.
6. This account and password are the only account for the bidder to participate in the bidding on the exchange, and the bidder shall keep it by itself. If you forget the password, you can retrieve it by yourself on the login page of the bidding platform.
7. In view of force majeure factors such as possible network delay in the Internet environment, bidders should submit their quotations fully within the bidding period as much as possible.
8. Online Bidding Operation Process: The bidder opens the official website of the exchange <http://www.prechina.net> → Find the target in the bidding hall at the bottom of the homepage (the target can only be seen after all bidders receive this bidding manual) and click
9. The quotation of each bidder shall be subject to the data recorded by the online bidding transaction system. If no bidder offers any price, the bidding transaction shall be terminated.