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## **UNIVERSAL TECHNOLOGIES HOLDINGS LIMITED**

### **環球實業科技控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1026)**

#### **DISCLOSEABLE TRANSACTION RELATING TO THE PAYMENT OF EARNEST MONEY FOR THE POSSIBLE ACQUISITION OF CERTAIN PROPERTY INTERESTS IN THE PRC**

The Board wishes to announce that on 1 August 2025, the Purchaser (an indirect wholly-owned subsidiary of the Company) entered into the Framework Agreement with the Vendor, pursuant to which the Purchaser (or another subsidiary of the Company as the Purchaser may nominate) proposed to acquire the Target Properties for the indicative consideration (subject to contract) of not more than RMB260 million (HK\$285.71 million), which is intended to be settled by cash, promissory notes, equity, convertible securities or a combination of them. Under the terms of the Framework Agreement, the Company shall pay to the Vendor (or as the Vendor shall instruct) a refundable Earnest Money of RMB100 million (HK\$109.89 million).

The Proposed Acquisition is subject to, inter alia, the satisfactory results of the due diligence conducted by the Purchaser on the Target Properties and the negotiation, finalization and signing of the Binding Agreement within the Exclusivity Period, during which the Vendor shall not, without the Purchaser's consent, negotiate with any other third parties in relation to the direct or indirect disposal of the Target Properties.

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the payment of the Earnest Money is more than 5% but less than 25%, the payment of the Earnest Money constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

If the Framework Agreement proceeds to the signing of the Binding Agreement, it is currently expected that the Proposed Acquisition may constitute a major acquisition for the Company under Chapter 14 of the Listing Rules. Further announcement will be made by the Company if the Proposed Acquisition proceeds to the signing of the Binding Agreement.

**The Proposed Acquisition has yet to materialize by way of Binding Agreement and may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.**

## THE FRAMEWORK AGREEMENT

The Board wishes to announce that on 1 August 2025, the Purchaser (an indirect wholly-owned subsidiary of the Company) entered into the Framework Agreement with the Vendor, pursuant to which the Purchaser (or another subsidiary of the Company as the Purchaser may nominate) proposed to acquire the Target Properties for the indicative consideration (subject to contract) of not more than RMB260 million (HK\$285.71 million), which is intended to be settled by cash, promissory notes, equity, convertible securities or a combination of them.

### Date

1 August 2025

### Parties

- (1) the Purchaser (an indirect wholly-owned subsidiary of the Company); and
- (2) the Vendor.

According to the information provided by the Vendor, as at the date of this announcement, (a) the Vendor is a company established in the PRC with limited liability whose scope of business includes property development, operation, investment and leasing; (b) the Vendor is the legal owner of the registered title of the Target Properties, while the beneficial ownership of the Target Properties belong to Vendor Shareholder B; (c) the equity interest in the Vendor is owned as to 60% by Vendor Shareholder A, 35% by Vendor Shareholder B and 5% by Vendor Shareholder C; (d) Vendor Shareholder A is a company established in the PRC with limited liability whose scope of business includes investment and investment consultancy, asset management, marketing and sales planning and whose equity interest is wholly-owned by 東莞市億瑞實業投資有限公司 (Dongguan Yirui Industrial Investment Co., Ltd.) (“**Yirui**”); (e) Yirui is a company established in the PRC with limited liability whose scope of business includes industrial investment, wholesale and retail and whose equity interest is 95%-owned by 廣州市舜鵬置業有限公司 (Guangzhou Shunpeng Real Estate Co., Ltd.) (“**Shunpeng**”); (f) Shunpeng is a company established in the PRC with limited liability whose scope of business includes property development, operation, agency and consultancy and whose equity interest is 98%-owned by Mr. Zeng Xiangyang (曾向陽) (“**Mr. Zeng**”), a PRC national and merchant; and (g) Vendor Shareholder C is a company established in the PRC with limited liability whose scope of business includes property development and operation, import and export of goods and technology and whose equity interest is wholly-owned by 中海發展(廣州)有限公司 (China Overseas Land & Investment (Guangzhou) Limited). As at the date of this announcement, Mr. Zeng owns 260,440,000 Shares, representing approximately 4.72% of the issued share capital of the Company.

To the best of the knowledge, information and belief of the Directors after making all reasonable enquiries, (1) each of the Vendor and its ultimate beneficial owners is a third party independent of and not connected with the Company, its connected persons and associates; and (2) there is no (and has not been, in the past twelve months, any) material loan arrangement between the Vendor and the Company (including any connected person at the issuer’s and the Purchaser’s level).

## The Target Properties

The target properties proposed to be sold by the Vendor to the Purchaser under the Framework Agreement (the “**Target Properties**”) comprise retail and commercial properties with gross floor area of approximately 8,900 sq.m located at Basement One (entire), Level One (portion), Level Four (portion including the mezzanine), Level Five (portion) and Level Six (portion) of a commercial complex known as 東山錦軒現代城 (Dongshan Jinxuan Modern Mall) (the “**Mall**”), which is situated at Nos. 4 and 6 Nonglinxia Road, Yuexiu District, Guangzhou, the PRC. The Mall is located at prime location in Guangzhou and connected to Dongshankou metro station at the intersection of route number one and six of Guangzhou Metro. The Guangzhou Metro has one exit connected to Basement One of the Mall and two exits connected to Level One of the Mall.

## Consideration and Earnest Money

The indicative consideration (subject to contract) for the Proposed Acquisition is expected to be not more than RMB260 million (HK\$285.71 million), which is intended be settled by cash, promissory notes, equity, convertible securities or a combination of them. The final amount of the consideration is subject to further due diligence and negotiation of the final terms of the Proposed Acquisition and the conducting of independent valuation by the Purchaser on the Target Properties.

Under the terms of the Framework Agreement, the Purchaser shall pay to the Vendor (or as the Vendor shall instruct) a refundable earnest money of RMB100 million (HK\$109.89 million) (the “**Earnest Money**”) on the signing of the Framework Agreement. The Earnest Money shall be applied as part of the consideration for the Proposed Acquisition if the parties proceed to the signing and completion of the Binding Agreement. If the parties to the Framework Agreement do not proceed to the signing of the Binding Agreement within the Exclusivity Period or the Proposed Acquisition does not proceed to completion for whatever reason, the Vendor shall refund the Earnest Money to the Purchaser within ten business days after the Purchaser serves a termination and refund notice to the Vendor.

The Group intends to pay the Earnest Money from its internal financial resources.

## Exclusivity

The Proposed Acquisition is subject to, inter alia, the satisfactory results of the due diligence conducted by the Purchaser on the Target Properties and the negotiation, finalization and signing of the Binding Agreement within 18 months after the date of the Framework Agreement (the “**Exclusivity Period**”), during which the Vendor shall not, without the Purchaser’s consent, negotiate with any other third parties in relation to the direct or indirect disposal of the Target Properties.

## Non-binding nature of the Framework Agreement

Save and except the clauses regarding representations and warranties, exclusivity, the payment and refund of the Earnest Money, due diligence, costs and expenses, and governing law and jurisdiction which are legally binding, all other provisions of the Framework Agreement are non-legally binding.

## REASONS FOR AND BENEFITS OF THE ENTERING INTO OF THE FRAMEWORK AGREEMENT

The Group is principally engaged in investment holding, property investment and development, building management and water supply and related services. The Purchaser is a company established in the PRC with limited liability whose scope of business includes the provision of consultancy services on information technology, investment, financial management, business information and enterprise planning; leasing, property management; sales on internet and e-commerce; and sales agency of prepaid cards, and an indirect wholly-owned subsidiary of the Company.

The Group is currently leasing out and earning rental income from: (a) commercial and retail properties at Level One (portion), Level Two (entire), Level Three (entire) and Level Four (portion) of the Mall, with a gross floor area of approximately 11,800 sq.m., which is self-owned by the Group (the “**Self-owned Properties**”); and (b) the Target Properties which were currently leased from the property owner. The Target Properties are adjacent to the Self-owned Properties, making it convenient for the Group to operate and manage.

The Company has been looking for investment opportunities of land properties which can offer stable rental income to the Group. The Company considers that the Proposed Acquisition contemplated by the Framework Agreement, if materializes, provides the Company with the opportunity to strengthen its income stream and real estate portfolio.

The terms and conditions of the Framework Agreement were arrived at following arm’s length negotiations between the parties, taking into account the value and prospect of the Target Properties when combined with the Self-owned Properties. The Earnest Money was requested by the Vendor to show the sincerity of the Purchaser and to justify the grant of exclusive negotiation right to it. As the Company is optimistic with the prospect of the Target Properties, the Company considers it desirable to lock the opportunity by insisting on the exclusive negotiation right. If the Proposed Acquisition materializes, the Group will be able to reduce the operating costs for earning the rental income of the Target Properties, as the Group no longer needs to pay the related rental expenses. For the reasons above, the Directors (including the independent non-executive Directors) consider that the entering into of the Framework Agreement and its terms and conditions (including the payment of the Earnest Money) are fair and reasonable and in the interests of the Company and the Shareholders as a whole. No Director considers himself/herself to have any material interest in the transactions contemplated by the Framework Agreement calling for the need for him/her to abstain from voting on the Board’s decision on the signing of the Framework Agreement and/or the payment of the Earnest Money.

## IMPLICATIONS UNDER THE LISTING RULES

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the payment of the Earnest Money is more than 5% but less than 25%, the payment of the Earnest Money constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

If the Framework Agreement proceeds to the signing of the Binding Agreement, it is currently expected that the Proposed Acquisition may constitute a major acquisition for the Company under Chapter 14 of the Listing Rules. Further announcement will be made by the Company if the Proposed Acquisition proceeds to the signing of the Binding Agreement.

**The Proposed Acquisition has yet to materialize by way of Binding Agreement and 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, the following terms shall have the meanings set out below unless the context requires otherwise:

“associate(s)”	having the meaning ascribed thereto under the Listing Rules
“Binding Agreement”	the legally binding acquisition agreement to be negotiated by the parties to the Framework Agreement during the Exclusivity Period regarding the terms and conditions of the Proposed Acquisition
“Board”	the board of Directors
“Company”	Universal Technologies Holdings Limited, a company incorporated in the Cayman Islands with limited liability, and whose shares are listed on the Main Board of the Stock Exchange with stock code 1026
“connected person(s)”	having the meaning ascribed thereto under the Listing Rules
“Directors”	the directors of the Company
“Framework Agreement”	the non-legally binding framework agreement dated 1 August 2025 entered into between the Purchaser and the Vendor in relation to the Proposed Acquisition
“Group”	the Company and its subsidiaries from time to time
“HK\$”	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
“PRC”	the People’s Republic of China

“Proposed Acquisition”	the proposed acquisition, subject to and conditional upon the signing of the Binding Agreement, of the Target Properties
“Purchaser”	深圳市環業環球科技有限公司 (Shenzhen Huanye Universal Technologies Co., Ltd.), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“sq.m.”	square meters
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendor”	廣州市錦城房地產發展有限公司 (Guangzhou Jincheng Real Estate Development Co., Ltd.), a company established in the PRC with limited liability, being the vendor under the Proposed Acquisition
“Vendor Shareholder A”	廣州市正信投資發展有限公司 (Guangzhou Zhengxin Investment Development Co., Ltd.), a company established in the PRC with limited liability and the 60% shareholder of the Vendor
“Vendor Shareholder B”	中共廣東省委辦公廳機關服務中心 (Administrative Service Center, General Office, Guangdong Provincial Committee of the Communist Party of China), the 35% shareholder of the Vendor
“Vendor Shareholder C”	廣州中海地產有限公司 (Guangzhou China Overseas Property Company Limited), a company established in the PRC with limited liability and the 5% shareholder of the Vendor
“%”	per cent

In this announcement, amounts denominated in RMB have been converted into HK\$ at the exchange rate at HK\$1.00 = RMB0.91 for illustration purposes only.

By Order of the Board  
**UNIVERSAL TECHNOLOGIES HOLDINGS LIMITED**  
**Chen Jinyang**  
*Chairman and Chief Executive Officer*

Hong Kong, 1 August 2025

*As at the date of this announcement, the Board of Directors of the Company comprises three executive Directors namely Mr. Chen Jinyang (Chairman and Chief Executive Officer), Ms. Zhu Fenglian and Mr. Xuan Zhensheng; one non-executive Director namely Mr. Chen Lang; and three independent non-executive Directors namely Mr. Yeung Kin Chung Clifton, M.H, Mr. David Tsoi and Mr. Chao Pao Shu George.*