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禹洲集團控股有限公司

YUZHOU GROUP HOLDINGS COMPANY LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 01628)

VERY SUBSTANTIAL DISPOSAL DISPOSAL OF PROPERTY

On 16 June 2026 (after trading hours), the Vendor, an indirect wholly-owned subsidiary of the Company, entered into the Preliminary Agreement with the Purchaser, pursuant to which the Vendor has conditionally agreed to dispose of, and the Purchaser has conditionally agreed to purchase, the Property at the Consideration of HK\$268,840,000.

The Property comprises Offices 5801, 5802, 5803, 5805, 5806 and 5813, all on the 58th Floor of The Center (中環中心), No. 99 Queen's Road Central, Hong Kong.

Completion is conditional upon, among other things, (i) the approval of the Sub-Sub-DMC by LACO, the Manager and the Existing Mortgagee; and (ii) approval by the Shareholders of the Preliminary Agreement, the Formal Agreement (if signed) and the transactions contemplated thereunder at the EGM.

The Disposal constitutes a very substantial disposal for the Company under Chapter 14 of the Listing Rules and is subject to the reporting, announcement and Shareholders' approval requirements under the Listing Rules.

Shareholders and potential investors should note that Completion is subject to the satisfaction of conditions precedent and may or may not take place. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

INTRODUCTION

The Board announces that on 16 June 2026 (after trading hours), the Vendor entered into the Preliminary Agreement with the Purchaser in relation to the sale and purchase of the Property.

The Vendor and the Purchaser are expected to enter into the Formal Agreement within 14 days after the date of the Preliminary Agreement.

THE PRELIMINARY AGREEMENT

Date : 16 June 2026

The Vendor : The Center (58) Limited, a company incorporated in the British Virgin Islands with limited liability, and an indirect wholly-owned subsidiary of the Company

The Purchaser : Golden Sunny Limited, a company incorporated in Hong Kong with limited liability and an Independent Third Party

Assets to be disposed of

Pursuant to the Preliminary Agreement, the Vendor has conditionally agreed to dispose of, and the Purchaser has conditionally agreed to purchase, the Property, being Offices 5801, 5802, 5803, 5805, 5806 and 5813, all on the 58th Floor of The Center (中環中心), No. 99 Queen's Road Central, Hong Kong.

The Property will be sold on an "as is" basis and free from encumbrances, subject to the matters set out in the Preliminary Agreement, including the applicable Government lease, deed of mutual covenant, sub-deeds of mutual covenant and the Sub-Sub-DMC.

Consideration and payment terms

The Consideration payable by the Purchaser to the Vendor is HK\$268,840,000 and shall be paid by the Purchaser in the following manner:

- (1) HK\$13,442,000, being the initial deposit, shall be paid by the Purchaser to the Vendor's solicitors as stakeholders upon signing of the Preliminary Agreement;
- (2) HK\$13,442,000, being the further deposit and part payment of the Consideration, shall be paid by the Purchaser to the Vendor's solicitors as stakeholders within 14 days after the date of the Preliminary Agreement; and
- (3) HK\$241,956,000, being the balance of the Consideration, shall be paid by the Purchaser to the Vendor on or before the Completion Date.

All deposits and part payments of the Consideration shall be paid to the Vendor's solicitors as stakeholders, who may release the same or part thereof to the Vendor provided that the balance of the Consideration is sufficient to discharge the existing charge/mortgage on the Property.

The Consideration was arrived at after arm's length negotiations between the Vendor and the Purchaser on normal commercial terms after taking into account the prevailing property market conditions in Hong Kong and with reference to the valuation of the Property of HK\$268,000,000 as at 30 April 2026 as indicated by Jones Lang LaSalle Limited, an independent professional valuer.

The Directors consider that the transaction contemplated under the Preliminary Agreement is on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Formal agreement

The Vendor and the Purchaser shall execute the Formal Agreement in the form as they may agree within 14 days after the date of the Preliminary Agreement. Prior to the signing of the Formal Agreement, the Preliminary Agreement shall constitute a legally binding contract between the Vendor and the Purchaser.

Conditions precedent

Completion shall be conditional upon the following conditions being satisfied:

- (a) the Sub-Sub-DMC having been approved by LACO, the Manager and the Existing Mortgagee; and
- (b) the approval by the Shareholders of the Preliminary Agreement, the Formal Agreement (if signed) and the transactions contemplated thereunder at the EGM having been obtained in compliance with the Listing Rules.

If the Vendor in its sole and absolute discretion determines at any time prior to Completion that the EGM Approval will not or is unlikely to be obtained, the Vendor shall be entitled to terminate the Preliminary Agreement and the Formal Agreement (if signed) by giving written notice to the Purchaser or the Purchaser's solicitors, whereupon the Preliminary Agreement and the Formal Agreement (if signed) shall cease and determine and all deposits and other monies paid by the Purchaser shall be returned to the Purchaser without interest, costs or compensation.

Completion

Subject to satisfaction of the conditions precedent, Completion shall take place on or before 30 September 2026, or within 30 days after the date of the Vendor's written notification to the Purchaser or the Purchaser's solicitors of (i) the Vendor's receipt of the written approval on the Sub-Sub-DMC by LACO, the Manager and the Existing Mortgagee; and (ii) the EGM Approval having been obtained, whichever is the later.

Leaseback arrangement

Upon Completion, the Purchaser shall immediately lease back the Property to the Vendor. As at the date of this announcement, no definitive or legally binding agreement in respect of the leaseback arrangement has been entered into by the Group with the Purchaser. The Disposal and Completion are not conditional upon the entering into or implementation of any leaseback arrangement, and the Disposal and any leaseback arrangement are not inter-conditional. The material terms of the leaseback arrangement, including the term, rent, rent-free period (if any), deposit, permitted use, renewal rights and termination rights, are subject to finalisation and, if required, will be disclosed in accordance with the Listing Rules as and when appropriate. The Company will comply with all applicable requirements under the Listing Rules in respect of the leaseback arrangement.

Other principal terms

Each party shall bear its own legal costs, disbursements and expenses of and incidental to the Preliminary Agreement, the Formal Agreement and the subsequent assignment in relation to the sale and purchase of the Property. All stamp duty payable on the Preliminary Agreement, the Formal Agreement and the subsequent assignment of the Property shall be paid and borne by the Purchaser solely and absolutely.

The Purchaser shall not sub-sell the Property or any part thereof, nominate any person to take up the assignment of the Property or any part thereof, transfer the benefit of the Preliminary Agreement or enter into any agreement so to do before Completion and execution of the assignment to the Purchaser.

INFORMATION OF THE COMPANY AND THE VENDOR

The Company is an investment holding company. The Group is principally engaged in property development, property investment, property management and hotel operations.

The Vendor is an indirect wholly-owned subsidiary of the Company. The Vendor is incorporated in the British Virgin Islands with limited liability. Its principal business is property investment, and it is the registered and beneficial owner of the Property.

INFORMATION OF THE PURCHASER

The Purchaser is a company incorporated in Hong Kong with limited liability and is principally engaged in equity and property investment. The Purchaser is ultimately beneficially owned by Xu, Yanling (許艷玲).

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Purchaser and its ultimate beneficial owner are Independent Third Parties.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, there are no material loan arrangements between (a) the Purchaser, any of its directors and legal representatives and/or any ultimate beneficial owner(s) of the Purchaser who can exert influence on the Disposal on one hand, and (b) the Company or any of its connected persons and/or any connected person at the subsidiary level (to the extent that such subsidiary/subsidiaries is/are involved in the Disposal (namely, the Vendor)) on the other hand, nor has there been any such loan arrangement in the past twelve months immediately preceding the date of this announcement.

INFORMATION OF THE PROPERTY

The Property comprises Offices 5801, 5802, 5803, 5805, 5806 and 5813, all on the 58th Floor of The Center (中環中心), No. 99 Queen's Road Central, Hong Kong, with an aggregate gross floor area of approximately 13,442 square feet. The Center is a commercial office building situated in Central, Hong Kong.

A part of the Property is currently used by the Group as office premises (the “**Self-used Portion**”), with the other part (the “**Non-self-used Portion**”) being vacant as at the date of this announcement. It is expected that the Self-used Portion will be leased back by the Purchaser to the Vendor upon Completion. For further details of the leaseback arrangement, please refer to the section headed “The Preliminary Agreement — Leaseback arrangement” in this announcement.

For the two years ended 31 December 2024 and 31 December 2025, the financial information of the Property is as follows:

	For the year ended 31	
	December	
	2025	2024
	HK\$'000	HK\$'000
Rental income (<i>Note</i>)	200	–
Loss before tax	(45,314)	(113,271)
Loss after tax	(45,314)	(113,271)

Note: Represents the rental income generated from the leasing of the Non-self-used Portion.

As at 30 April 2026, the unaudited carrying value of the Property in the consolidated accounts of the Group was approximately HK\$350,660,000, comprising:

- (i) approximately HK\$160,751,000 attributable to the Self-used Portion, which is classified as property, plant and equipment of the Group; and
- (ii) approximately HK\$189,909,000 attributable to the Non-self-used Portion, which is classified as investment property of the Group.

The difference between the unaudited carrying value of the Property of approximately HK\$350,660,000 and the valuation of the Property of HK\$268,000,000 as at 30 April 2026 was mainly attributable to the different measurement bases adopted for financial reporting purposes and valuation purposes. In particular, the Self-used Portion is an owner-occupied property used by the Group as office premises and is classified as property, plant and equipment of the Group. Under the Group's accounting policy, the Self-used Portion is stated at cost less accumulated depreciation and any impairment losses. Accordingly, the carrying amount of the Self-used Portion is not intended to represent its current market value.

The Non-self-used Portion is classified as investment property and is stated at fair value in accordance with the Group's accounting policies. In contrast, the valuation of HK\$268,000,000 represents the market value of the Property as a whole as at 30 April 2026, as determined by an independent professional valuer by reference to prevailing market conditions. Accordingly, the difference between the unaudited carrying value and the valuation of the Property was due to the fact that the carrying value of the Property includes the carrying amount of the Self-used Portion accounted for as property, plant and equipment, while the valuation as at 30 April 2026 represents the market value of the Property.

FINANCIAL EFFECT OF THE DISPOSAL

Upon Completion, the Group will cease to hold the Property as an asset. Based on the Consideration of HK\$268,840,000 and after taking into account (i) the unaudited carrying value of the Property of approximately HK\$350,660,000 as at 30 April 2026; and (ii) the estimated transaction costs and expenses of approximately HK\$1,200,000, the Directors expect that the Group will recognise an unaudited loss on the Disposal of approximately HK\$83,020,000.

The actual financial effect in connection with the Disposal will be assessed after Completion and is subject to review and final audit by the Company's auditors.

The net proceeds from the Disposal, after deducting estimated transaction costs and expenses, are expected to be approximately HK\$267,640,000. The Group intends to apply the net proceeds for repayment of indebtedness.

The leaseback arrangement may give rise to recognition of right-of-use assets and lease liabilities by the Group under applicable accounting standards. The Company will make further announcement(s) on the leaseback arrangement if and when necessary in accordance with the Listing Rules.

REASONS AND BENEFITS FOR THE DISPOSAL

In considering the Disposal, the Board has taken into account, among other things, the Group's current financial position, indebtedness level and funding needs, the recent prevailing property market conditions in Hong Kong, the valuation of the Property and the opportunity to realise cash from the Property. In view of the Group's debt position and liquidity needs, the Board is of the opinion that the Disposal provides a good opportunity for the Group to realise the value of the Property and generate immediate cash proceeds for repayment of indebtedness. The net proceeds from the Disposal, after deducting estimated transaction costs and expenses, are expected to be approximately HK\$267,640,000 and are intended to be applied for repayment of indebtedness, which is expected to improve the Group's liquidity position and reduce its indebtedness level.

The Board also considers that the Disposal is commercially justifiable having regard to the fact that the Company has identified a willing purchaser in the market and the Consideration of HK\$268,840,000 is generally in line with the independent valuation of the Property of HK\$268,000,000 as at 30 April 2026. Taking into account the recent Hong Kong office property market conditions and the Group's objective to improve its liquidity and manage its debt obligations, the Directors consider that it is an appropriate time to realise cash from the Property.

Subject to the entering into of a separate leaseback arrangement, the Group may continue to use the relevant premises for its business operations following Completion. Any such leaseback arrangement, if materialised, would enable the Group to maintain operational continuity while realising cash from the Disposal.

Having considered the above, the Directors consider that the terms of the Preliminary Agreement and the Disposal are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Disposal exceeds 75%, the Disposal constitutes a very substantial disposal of the Company under Chapter 14 of the Listing Rules. The Disposal is therefore subject to the reporting, announcement and Shareholders' approval requirements under the Listing Rules.

The EGM will be convened and held for the Shareholders to consider and, if thought fit, approve the Preliminary Agreement, the Formal Agreement (if signed) and the transactions contemplated thereunder, including the Disposal. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder has a material interest in the Disposal and accordingly no Shareholder is required to abstain from voting on the relevant resolution(s) at the EGM.

GENERAL

A circular containing, among other things, (i) further information on the Disposal; (ii) the valuation report of the Property; (iii) the financial information of the Property; (iv) the unaudited pro forma financial information of the Remaining Group; and (v) a notice convening the EGM will be sent to the Shareholders by the Company. The Company expects that the circular will be despatched on or before 9 July 2026.

DEFINITIONS

In this announcement, unless the context otherwise requires, capitalised terms used shall have the following meanings:

“Board”	the board of Directors
“Business Day”	a day on which licensed banks are generally open for business in Hong Kong, excluding any day on which typhoon signal No. 8 or above or a black rainstorm signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.
“Company”	Yuzhou Group Holdings Company Limited, an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Disposal pursuant to the Preliminary Agreement and, if signed, the Formal Agreement
“Completion Date”	on or before 30 September 2026, or within 30 days after the date of the Vendor’s written notification to the Purchaser or the Purchaser’s solicitors of (i) the Vendor’s receipt of the written approval on the Sub-Sub-DMC by LACO, the Manager and the Existing Mortgagee; and (ii) the EGM Approval having been obtained, whichever is the later
“Consideration”	HK\$268,840,000, being the consideration payable by the Purchaser to the Vendor for the Disposal
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Property by the Vendor to the Purchaser pursuant to the Preliminary Agreement and, if signed, the Formal Agreement

“EGM”	the extraordinary general meeting of the Company to be convened and held for the Shareholders to consider and, if thought fit, approve the Preliminary Agreement, the Formal Agreement (if signed) and the transactions contemplated thereunder, including the Disposal
“EGM Approval”	the approval by the Shareholders of the Preliminary Agreement, the Formal Agreement (if signed) and the transactions contemplated thereunder at the EGM
“Existing Mortgagee”	the existing mortgagee of the Property
“Formal Agreement”	the formal agreement for sale and purchase of the Property to be entered into between the Vendor and the Purchaser
“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 People’s Republic of China
“Independent Third Party(ies)”	third party(ies) independent of, and not connected with, the Company and its connected persons (as defined in the Listing Rules)
“LACO”	the Legal Advisory and Conveyancing Office of the Lands Department of Hong Kong
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Manager”	the manager of The Center (中環中心)
“Preliminary Agreement”	the preliminary agreement for sale and purchase dated 16 June 2026 entered into between the Vendor and the Purchaser in relation to the Disposal
“Property”	Offices 5801, 5802, 5803, 5805, 5806 and 5813, all on the 58th Floor of The Center (中環中心), No. 99 Queen’s Road Central, Hong Kong
“Purchaser”	Golden Sunny Limited
“Remaining Group”	the Group immediately after Completion
“Share(s)”	ordinary share(s) of the Company

“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Sub-Sub-DMC”	the sub-sub-deed of mutual covenant of the 58th Floor of The Center (中環中心) to be approved by LACO, the Manager and the Existing Mortgagee
“Vendor”	The Center (58) Limited, a company incorporated in the British Virgin Islands with limited liability, and an indirect wholly-owned subsidiary of the Company
“%”	per cent

By Order of the Board
Yuzhou Group Holdings Company Limited
Kwok Ying Lan
Chairman

Hong Kong, 16 June 2026

As at the date of this announcement, the executive directors of the Company are Ms. Kwok Ying Lan (Chairman) and Mr. Lin Conghui, the non-executive directors of the Company are Mr. Lam Lung On (J.P.) and Mr. Lam Wai Hon, and the independent non-executive directors of the Company are Mr. Lam Kwong Siu, Mr. Wee Henny Soon Chiang and Mr. Yu Shangyou.