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ART GROUP HOLDINGS LIMITED

錦藝集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 565)

DISCLOSEABLE TRANSACTIONS

ACQUISITION OF 17.90% EQUITY INTERESTS IN TARGET COMPANY AND PROVISION OF SHAREHOLDER LOAN

THE ACQUISITION

On 16 June 2026 (after trading hours of the Stock Exchange), the Purchaser, being an indirect non-wholly owned subsidiary of the Company, and the Seller entered into the Share Purchase Agreement, pursuant to which the Purchaser has agreed to purchase, and the Seller has agreed to sell, the Sale Shares, which represent approximately 17.90% of the issued share capital of the Target Company, at the Consideration of KRW 1,526,825,250 (equivalent to approximately HK\$7,634,000), which shall be payable by the Seller in US\$ or HK\$ calculated based on the Applicable Exchange Rates.

PROVISION OF SHAREHOLDER LOAN

On 16 June 2026 (after trading hours of the Stock Exchange),

- (i) the Lender, being the Purchaser, the Borrower, being the Target Company, the Guarantor, being the Seller, entered into the Shareholder Loan Agreement, pursuant to which the Lender has agreed to provide the Loan in favour of the Borrower in the principal amount of US\$8,986,000 (equivalent to approximately HK\$70,405,000) for a term of five years after the Advance Date at an interest rate of 15% per annum; and

- (ii) the Guarantor has executed the Deed of Guarantee in favour of the Lender as security for the repayment obligations of the Borrower under the Shareholder Loan Agreement.

LISTING RULES IMPLICATIONS

As all applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition are less than 5%, the Acquisition, on a standalone basis, does not constitute a disclosable transaction under Chapter 14 of the Listing Rules. As one or more of the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the provision of the Shareholder Loan, on a standalone basis, are more than 5% but are all less than 25%, the provision of the Shareholder Loan constitutes a discloseable transaction on the part of the Company under Chapter 14 of the Listing Rules.

As the Acquisition and the provision of the Shareholder Loan are related and to be completed within a 12-month period, and one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition and the provision of the Shareholder Loan, when aggregated, are more than 5% but are all less than 25%, the Acquisition and the provision of the Shareholder Loan altogether constitute disclosable transactions on the part of the Company under Chapter 14 of the Listing Rules and are therefore subject to the reporting and announcement requirements under the Listing Rules.

In addition, pursuant to Rules 13.13 of the Listing Rules, a general disclosure obligation arises where the relevant advances to an entity by the Group exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules. As the provision of the Shareholder Loan constitutes advances to an entity and the asset ratio (as defined in the Listing Rules) for the Shareholder Loan exceeds 8%, the Shareholder Loan Agreement is subject to the general disclosure obligation pursuant to Rules 13.13 and 13.15 of the Listing Rules.

(1) THE ACQUISITION

On 16 June 2026 (after trading hours of the Stock Exchange), the Purchaser, being an indirect non-wholly owned subsidiary of the Company, and the Seller entered into the Share Purchase Agreement, pursuant to which the Purchaser has agreed to purchase, and the Seller has agreed to sell, the Sale Shares, which represent approximately 17.90% of the issued share capital of the Target Company, at the Consideration of KRW 1,526,825,250 (equivalent to approximately HK\$7,634,000), which shall be payable by the Seller in US\$ or HK\$ calculated based on the Applicable Exchange Rates.

The Share Purchase Agreement

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

Date: 16 June 2026 (after trading hours of the Stock Exchange)

- Parties:**
- (i) Arts Award Corporation (International) Limited (as Purchaser); and
 - (ii) Divine Consulting Group Limited (as Seller).

Assets to be acquired: Pursuant to the terms and conditions of the Share Purchase Agreement, the Purchaser has agreed to purchase, and the Seller has agreed to sell, the Sale Shares, representing approximately 17.90% of the issued share capital of the Target Company and 1,521,500 shares of the Target Company.

Consideration: The Consideration is KRW1,526,825,250 (equivalent to approximately HK\$7,634,000), which shall be payable in US\$ or HK\$ calculated based on the relevant exchange rates as published by KEB Hana Bank at 10 a.m. (Korea Standard Time) (the “**Applicable Exchange Rates**”) on the Closing Date), and shall be settled by way of cash by the Purchaser on the Closing Date.

Basis of Consideration: The Consideration was determined after arm’s length negotiations between the Purchaser and the Seller on normal commercial terms, after taking into account, among others, (i) the par value of KRW1,000 each share of the Target Company (and hence, the value of 1,521,500 shares of the Target Company is equivalent to KRW1,521,500,000); (ii) the future prospects of the Target Company; and (iii) other factors as set out in the section headed “Reasons for and benefits of the Acquisition and provision of Shareholder Loan” in this announcement.

Taking into account the above, the Board (including the independent non-executive Directors) believes that the Consideration is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Condition precedent: The Closing shall be conditional upon satisfaction of the following condition (unless otherwise waived):

- (i) the share purchase agreement entered into between the Seller, as seller, and a third party investor, as purchaser, in relation to the sale and purchase of certain shares in the Target Company having become unconditional.

The above condition is waivable by the Purchaser. If the above condition precedent is not either waived or fully satisfied, as the case may be, on or before 18 December 2026, the Share Purchase Agreement shall be terminated immediately, and the parties thereto will be released from all obligations thereunder, save for the liabilities of any antecedent breaches of the terms thereof.

Closing: The Closing shall occur within 10 days from the date on which the condition precedent under the Share Purchase Agreement is fulfilled or waived (as the case may be), or such other date as mutually agreed in writing between the Purchaser and the Seller.

(2) PROVISION OF THE SHAREHOLDER LOAN

On 16 June 2026 (after trading hours of the Stock Exchange), (i) the Lender, being the Purchaser, the Borrower, being the Target Company, the Guarantor, being the Seller, entered into the Shareholder Loan Agreement, pursuant to which the Lender has agreed to provide the Loan in favour of the Borrower in the principal amount of US\$8,986,000 (equivalent to approximately HK\$70,405,000) for a term of five years after the Advance Date at an interest rate of 15% per annum; and (ii) the Guarantor has executed the Deed of Guarantee in favour of the Lender as security for the repayment obligations of the Borrower under the Shareholder Loan Agreement.

The principal terms and conditions of the Shareholder Loan Agreement and the Deed of Guarantee are set out below:

The Shareholder Loan Agreement

Date:	16 June 2026 (after trading hours of the Stock Exchange)
Parties:	(i) Arts Award Corporation (International) Limited (as Lender); (ii) Edgeon Data Co., Ltd (as Borrower); and (iii) Divine Consulting Group Limited (as Guarantor).
Principal amount:	US\$8,986,000 (equivalent to approximately HK\$70,405,000)
Purpose:	The Loan will be used by the Borrower for the purposes of the acquisitions of the Land and the business rights of the Project.
Interest rate:	15% per annum
Default interest rate:	3% per annum
Term:	Five (5) years after the Advance Date, or such other date as agreed in writing between the Lender and the Borrower
Repayment:	The Borrower shall repay (i) the interest on the last Business Day of each calendar quarter following the Advance Date; and (ii) the principal amount of the Loan together with all unpaid interest on the Maturity Date.

- Early repayment:** The Borrower is entitled to make early repayment of the Loan in full or in part to the Lender before the Maturity Date by giving to the Lender not less than seven (7) Business Day's prior written notice, specifying the amount to be repaid and the date on which the early repayment is to be made, and the Borrower shall, on the date of early repayment, pay to the Lender all accrued interest on the amount to be early repaid.
- Call on demand:** The Lender may, at any time from and after the date that is six (6) months after the Advance Date, by giving written notice to the Borrower, demand immediate repayment of the whole or any part of the outstanding principal amount of the Loan, together with all accrued and unpaid interest and any other amounts due under the Shareholder Loan Agreement.
- Conditions precedent:** The grant of the Loan is subject to the fulfillment or waiver (as the case may be) of the following conditions precedent:
- (i) the Share Purchase Agreement has been duly executed and the Acquisition has completed, and the Lender has become a shareholder of the Borrower;
 - (ii) the Guarantor has executed and delivered the Deed of Guarantee in favour of the Lender;
 - (iii) since the Closing Date, there has been no material adverse change in the business, assets, financial condition or operations of the Borrower;
 - (iv) all necessary approvals, consents, authorisations and licences in relation to the transactions contemplated under the Shareholder Loan Agreement having been obtained;

- (v) all representations and warranties made by the Borrower in the Shareholder Loan Agreement or in connection therewith shall be true and correct with the same effect as though made on and as of the Advance Date with reference to the facts and circumstances then subsisting; and
- (vi) no event of default shall have occurred prior to and as of the Advance Date.

The Lender may at its absolute discretion at any time waive in writing any of the above conditions. As at the date of this announcement, save for condition (ii) above, none of the above conditions has been fulfilled.

Security: The Loan is secured by the Deed of Guarantee executed by the Guarantor in favour of the Lender.

The Deed Of Guarantee

Date: 16 June 2026 (after trading hours of the Stock Exchange)

Parties:

- (i) Divine Consulting Group Limited (as Guarantor);
- (ii) Arts Award Corporation (International) Limited (as Lender).

Guarantee: The Guarantor irrevocably and unconditionally guaranteed to the Lender, as principal obligor, the full and punctual performance by the Borrower of all of its obligations under the Shareholder Loan Agreement.

Guarantee period: The Deed of Guarantee shall remain in full force and effect until all obligations of the Borrower under the Shareholder Loan Agreement have been fully performed.

FUNDING OF THE SHAREHOLDER LOAN

The Company will finance the Shareholder Loan with both internal and external financing of the Group.

REASONS FOR AND BENEFIT OF THE ACQUISITION AND THE PROVISION OF SHAREHOLDER LOAN

Reasons for and benefit of the Acquisition and the provision of the Shareholder Loan

The Group is principally engaged in property operating business and coal business.

The Directors have been proactively seeking investment opportunities in unexplored arenas with lucrative returns with a view to diversifying the Group's investment mix and maximising returns to the Shareholders. As at the date of this announcement, the Target Company has entered into a real estate sale and purchase agreement and a business right sale and purchase agreement, pursuant to which the Target Company has agreed to acquire, among others, (i) the Land and the buildings situated thereon; and (ii) the project rights in developing, constructing and operating a data centre project thereon (the **"Project"**). The acquisitions of the Land and the business right of the Project are expected to be completed by 31 July 2026.

The Target Company intends to develop and position the Project as a hyperscale data centre in Busan with a contracted power capacity of 270,000 KVA (equivalent to approximately 200MW), targeting global cloud service providers, artificial intelligence (AI) enterprises, and large internet and technology companies as its core customers. In addition, the Company was informed by the Target Company that as at the date of this announcement, the Target Company has received several non-legally binding letters of intent, whereby, subject to the fulfilment of certain conditions contained therein, (i) each of Hyundai Asset Management Co., Ltd and SV Investment Corporation have expressed their interests in acquiring the shares of the Target Company for a consideration of not less than KRW60 billion (equivalent to approximately HK\$300 million) ; (ii) Mirae Asset Securities Co., Ltd and Consus Asset Management Co., Ltd are willing to provide financing to the Target Company in the amount of approximately KRW1 trillion (equivalent to approximately HK\$5 billion) and approximately KRW350 billion (equivalent to approximately HK\$1.8 billion) in support of the Project, respectively; and (iii) LG CNS intends to participate in the design, construction and operation of the infrastructure of the data centre, and to rent approximately 20% of the Land after its completion for operation. Having considered, among others, (i) Busan being positioned as a major international digital hub and a critical gateway for cloud and content traffic connecting Asia, Europe and the United States; (ii) Busan's data centre market having entered a new growth phase driven by institutional-scale AI and hyperscale investments; (iii) the supportive local permitting frameworks in connection with data centres; and (iv) the strategic plans and business prospect of the Target Company in the data infrastructure space, the Company believes that the Acquisition represents a valuable opportunity for the Group to invest in the data centre industry.

Moreover, the Group has been focusing on property operating business and has accumulated extensive experience in the leasing, management and operation of shopping malls and industrial parks. The data centre business to be engaged in by the Target Company, in essence, also falls within the scope of property operating business – that is, providing space and ancillary services to customers by holding or leasing land and buildings, and generating rental and service fee income therefrom. The Group considers this investment to be an extension of its property operating business and a commencement of its data centre business.

In addition, as the Target Company requires additional funding to complete the acquisition of the Land and proceed with the Project, the Company considers the Shareholder Loan to be critical for bridging the funding gap for such acquisitions and laying the foundational structures of the site. By materialising the Project, the Company expects to capture the potential positive return generated by the Target Company. Furthermore, in light of the uncertainty of the global economy, the Company considers the Loan to be an attractive opportunity to yield extra income as the 15% interest rate under the Shareholder Loan Agreement is generally higher than that set by banks, and it offers a continuous and stable return in the form of interest income.

The interest rate of 15% per annum was determined after arm's length negotiations between the Lender and the Borrower with reference to, among others, (i) the prevailing market rate; (ii) the interest rate of the external financing for funding the Shareholder Loan; and (iii) a reasonable margin, which will be added to the cost of lending by the Group so as to ensure that the Group can earn a net income for providing the Shareholder Loan.

In view of the above, the Board (including the independent non-executive Directors) considered that notwithstanding that the Acquisition and the provision of the Shareholder Loan are not in the ordinary and usual course of business of the Group, the terms of the Share Purchase Agreement and the Shareholder Loan Agreement and the respective transactions contemplated thereunder are on normal commercial terms after arm's length negotiation, fair and reasonable, and in the interest of the Company and the Shareholders as a whole.

Internal control measures regarding the Shareholder Loan

The Company has implemented and will implement the following key procedures and risk mitigation measures in relation to the Shareholder Loan:

- (a) pursuant to the Company's Internal Procedure for Loan Arrangements, all loan advances are subject to the following departmental and management approval chain: the loan shall first be approved by the executive Directors and/or the senior management of the Company, and thereafter effected by the funds payment department (subject to the Shareholders' approval, where applicable, and compliance with the Listing Rules obligations). The Shareholder Loan application bundle comprised of materials including, but not limited to, the financial statements and credit assessment of the Borrower and the Guarantor, due diligence report of the Borrower and the Guarantor and track transactional record, if applicable;

- (b) the finance department of the Company has set up a tracking ledger to mark key dates of the Shareholder Loan arrangement, including advance and repayment due date, such that the Company could timely remind the Borrower of its repayment obligations near key dates to minimise default risks and impacts. The tracking ledger would also cover any abnormalities in payment behaviour and circumstances leading to observable and potential risk of default, such as litigations involving the Borrower and the Guarantor. Any delayed repayment or abnormalities would be immediately escalated by the responsible personnel to the management and/or the Board for follow-up actions;
- (c) the finance department of the Company will prepare a monthly loan monitoring report, which shall include, among others, the Borrower's repayment status, and submit such report to the management and the Board; and
- (d) the finance department will document details of the Shareholder Loan repayment (which shall include, among others, date and sum of repayment) and obtain duly signed confirmation receipts for such repayments. All relevant documents shall be properly maintained by the department for a period of not less than five years from the Advance Date.

In the event of the Borrower's default on repayment dates, the Company would engage in discussion with and consider to issue demand letter to the Borrower requiring immediate payment. Concurrently, the Company would pursue recourse against the Guarantor in accordance with the Deed of Guarantee and demand for full repayment on the part of the Guarantor. Where necessary and appropriate as advised by the Company's legal advisers, the Company may take legal actions against both the Borrower and the Guarantor in the appropriate jurisdiction to recover all amounts due and outstanding, including but not limited to the principal, interest and other ancillary costs.

INFORMATION ON THE PARTIES

The Purchaser

The Purchaser is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company. It is principally engaged in investment holding.

The Seller (and the Guarantor)

The Seller (and the Guarantor) is a company incorporated in Hong Kong with limited liability. It is principally engaged in investment holding. As at the date of this announcement, the Seller is owned as to approximately 96.83% by HI Investment SPV 1 Limited, which in turn is wholly and beneficially owned by Mr. Kwong Soo Hwan, who is a merchant.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, the Seller (and the Guarantor) and its ultimate beneficial owner are Independent Third Parties.

The Target Company

The Target Company is a company incorporated in Korea with limited liability. It is principally engaged in investment holding. As at the date of this announcement, the Target Company is wholly and beneficially owned by the Seller.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, the Target Company and its ultimate beneficial owner are Independent Third Parties.

The Target Company intends to develop and position the Project as a hyperscale data centre with a contracted power capacity of 270,000 KVA (equivalent to approximately 200MW), targeting global cloud service providers, artificial intelligence (AI) enterprises, and large internet and technology companies as its core customers. The Project leverages Busan's strategic position as an international digital hub connecting Asia, Europe and the United States, and is expected to capture the growing demand for AI computing capacity, cloud services and high-density data processing in the region.

FINANCIAL INFORMATION OF THE TARGET COMPANY

As the Target Company is newly incorporated on 6 January 2026 and has not carried out any business activity, no audited financial statements have been prepared since its incorporation, and no financial information of the Target Company for the two preceding financial years are presented in this announcement.

The unaudited financial information of the Target Company for the period commencing from the date of incorporation of the Target Company (i.e. 6 January) to 15 June 2026 are as follows.

	For the period ended 15 June 2026 <i>KRW'000</i>
Net loss before taxation	(987,232) (equivalent to approximately HK\$4,936,000)
Net loss after taxation	(987,232) (equivalent to approximately HK\$4,936,000)

According to the unaudited financial statements of the Target Company for the period ended 15 June 2026, as at 15 June 2026, the total assets and net asset value of Target Company amounted to approximately KRW22.3 billion (equivalent to approximately HK\$111.3 million) and approximately KRW7.5 billion (equivalent to approximately HK\$37.6 million), respectively.

LISTING RULES IMPLICATIONS

As all applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition are less than 5%, the Acquisition, on a standalone basis, does not constitute a disclosable transaction under Chapter 14 of the Listing Rules. As one or more of the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the provision of the Shareholder Loan, on a standalone basis, are more than 5% but are all less than 25%, the provision of the Shareholder Loan constitutes a disclosable transaction on the part of the Company under Chapter 14 of the Listing Rules.

As the Acquisition and the provision of the Shareholder Loan are related and to be completed within a 12-month period, and one or more of the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the Acquisition and the provision of the Shareholder Loan, when aggregated, are more than 5% but are all less than 25%, the Acquisition and the provision of the Shareholder Loan altogether constitute disclosable transactions on the part the Company under Chapter 14 of the Listing Rules and are therefore subject to the reporting and announcement requirements under the Listing Rules.

In addition, pursuant to Rules 13.13 of the Listing Rules, a general disclosure obligation arises where the relevant advances to an entity by the Group exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules. As the provision of the Shareholder Loan constitutes advances to an entity and the asset ratio (as defined in the Listing Rules) for the Shareholder Loan exceeds 8%, the Shareholder Loan Agreement is subject to the general disclosure obligation pursuant to Rules 13.13 and 13.15 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

“Acquisition”	the acquisition of Sale Shares by the Purchaser from the Seller pursuant to the terms and conditions of the Share Purchase Agreement
“Advance Date”	the date on which the Shareholder Loan is made
“Applicable Exchange Rates”	has the meaning ascribed thereto in the paragraph headed “(1) The Acquisition – The Share Purchase Agreement” in this announcement
“associates”	has the meaning ascribed to this term under the Listing Rules
“Board”	the board of Directors

“Closing”	completion of the Acquisition pursuant to the terms and conditions of the Share Purchase Agreement
“Closing Date”	the date on which the Closing takes place
“Company”	Art Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the securities of which are listed on the main board of the Stock Exchange (Stock Code: 565)
“Completion”	completion of the sale and purchase of the Sale Shares in accordance with the terms and conditions of the Share Purchase Agreement
“connected person”	has the meaning ascribed to it in the Listing Rules
“Consideration”	the consideration to be satisfied by the Purchaser for the sale and purchase of the Sale Shares
“Deed of Guarantee”	the deed of guarantee dated 16 June 2026 executed by the Guarantor in favour of the Lender in respect of the guarantee for the repayment obligations of the Borrower under the Shareholder Loan Agreement
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons of the Company in accordance with the Listing Rules
“Korea”	the Republic of Korea
“Land”	a parcel of land located at 875 and 876 Banyong-ri, Jangan-eup, Gijang-gun, Busan, Korea
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange

“Maturity Date”	the date falling five (5) years after the Advance Date, or such other date as agreed in writing between the Lender and the Borrower
“Purchaser” or “Lender”	Arts Award Corporation (International) Limited, a company incorporated in Hong Kong with limited liability and an indirect non-wholly owned subsidiary of the Company
“Sale Shares”	being 1,521,500 ordinary shares, representing approximately 17.90% of the issued share capital of the Target Company, which are legally and beneficially owned by the Seller as at the date of this announcement
“Seller” or “Guarantor”	Divine Consulting Group Limited, being a company incorporated in Hong Kong with limited liability and the legal and beneficial owner of the entire issued share capital of the Target Company as at the date of this announcement
“Shareholders”	holders of the Share(s)
“Shareholder Loan”	the shareholder loan in the amount of US\$8,986,000 provided by the Purchaser to the Target Company under the Shareholder Loan Agreement
“Shareholder Loan Agreement”	the shareholder loan agreement dated 16 June 2026 entered into between the Lender and the Borrower in respect of the Shareholder Loan
“Share(s)”	the ordinary share(s) of par value of HK\$0.01 each in the issued share capital of the Company
“Share Purchase Agreement”	the share purchase agreement dated 16 June 2026 and entered into between the Purchaser and the Seller in respect of Acquisition
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company” or “Borrower”	Edgeon Data Co., Ltd, a company incorporated in Korea with limited liability
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

“KRW”	Korean won, the lawful currency of Korea
“USD”	United States dollars, the lawful currency of the United States
“%”	per cent.

For the purpose of this announcement, unless otherwise indicated, conversion of Korean Won into Hong Kong dollars and United States dollars into Hong Kong dollars are calculated at the approximate exchange rate of KRW1 to HK\$0.005 and USD1 to HK\$7.835, respectively. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

By order of the Board
Art Group Holdings Limited
Su Peixin
Chairman

Hong Kong, 16 June 2026

As at the date of this announcement, the executive Directors are Mr. Su Peixin, Dr. Wong Ho Yin, Mr. Yao Linying and Mr. Du Zhenluan; and the independent non-executive Directors are Mr. Chong Hon Wang, Ms. Chuang Yin Lam and Ms. Wang Yuqin.