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资源控股

RESOURCES HOLDINGS

Peking University Resources (Holdings) Company Limited

北大资源(控股)有限公司

(Incorporated in Bermuda with limited liability)

(Stock code: 00618)

**DISCLOSEABLE TRANSACTION
FORMATION OF JOINT VENTURE**

FORMATION OF JOINT VENTURE

On 8 August 2024, an indirect wholly owned subsidiary of the Company and Suzhou Aoze entered into the Joint Venture Agreement in relation to the Formation of the Joint Venture.

Pursuant to the terms of the Joint Venture Agreement, the registered capital of the Joint Venture is RMB150,010,000, which will be contributed, and the Joint Venture will be held, as to approximately 99.99% by the Group and approximately 0.01% by Suzhou Aoze. After the Joint Venture is established, its financial results will not be consolidated into the Company's financial statements.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated with reference to Rule 14.07 of the Listing Rules in respect of the Formation of the Joint Venture exceeds 5% but is less than 25%, the Formation of the Joint Venture constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

FORMATION OF JOINT VENTURE

On 8 August 2024, an indirect wholly owned subsidiary of the Company and Suzhou Aoze entered into the Joint Venture Agreement in relation to the Formation of the Joint Venture. The major terms of the Joint Venture Agreement are summarized below:

Date

8 August 2024

Parties

- (i) a wholly owned subsidiary of the Company, as a limited partner of the Joint Venture, whose liability is limited to its capital contribution commitment; and
- (ii) Suzhou Aoze, as a general partner of the Joint Venture, which shall have unlimited joint liability for any debts of the Joint Venture

Formation of Joint Venture and its principal activities

Pursuant to the Joint Venture Agreement, the Joint Venture will invest in or cooperate in respect of the non-performing assets in PRC's domestic real estate industry and the medical industry. The proposed name of the Joint Venture is Suzhou Aoze No.1 Investment Partnership (Limited Partnership)* (蘇州遨澤壹號投資合夥企業(有限合夥)), subject to the approval by the relevant government authority. After the Joint Venture is established, its financial results will not be consolidated into the Company's financial statements.

Registered capital and capital contribution

The registered capital of the Joint Venture is RMB150,010,000, of which RMB150,000,000 will be provided by the Group and RMB10,000 will be provided by Suzhou Aoze, in proportion to their respective equity interest in the Joint Venture.

The Parties shall make their respective capital contribution in the following manner:

- (i) The initial completion will take place on a day between the date of signing of the Joint Venture Agreement and 30 working days after the Group completes all capital contribution obligations ("**Initial Completion Date**"). The total amount paid by the partnership shall not be less than RMB150,000,000 on the Initial Completion Date.
- (ii) Suzhou Aoze may agree to introduce other limited partners on the Initial Completion Date, which may become limited partners of the Joint Venture on the Initial Completion Date and contribute capital in such capacity, or to increase Suzhou Aoze's capital contribution in its capacity as a general partner ("**Subsequent Completion**"), provided that the total managed amount of the Joint Venture shall not exceed RMB500 million. The Subsequent Completion may take place since the Initial Completion Date until the Joint Venture is dissolved.

The capital contributions under the Joint Venture Agreement were determined after arm's length negotiation among the parties thereto with reference to the expected capital requirements, the preliminary business plan of the Joint Venture, and the Parties' respective equity interest in the Joint Venture. The capital contribution by the Group will be funded by internal resources.

Management of the Joint Venture

Partners' meetings

The partners' meeting is convened and chaired by the Suzhou Aoze and attended by all partners of the Joint Venture. Subject to the terms of the Joint Venture Agreement, major matters of the Joint Venture shall be approved at the partners' meetings unanimously, including but not limited to:

- (i) determining the entry, withdrawal, replacement or transfer of interests of partners;
- (ii) determining the conversion of a limited partner into a general partner and vice versa;
- (iii) resolving to amend or supplement the Joint Venture Agreement;
- (iv) resolving to change the Joint Venture's name, domicile, investment period or operating period;
- (v) resolving to terminate, dissolve, or liquidate the Joint Venture;
- (vi) resolving to increase or decrease the subscribed capital and paid-in capital of the Joint Venture;
- (vii) determining the merger, division or change of the corporate form of the Joint Venture; and
- (viii) determining the Joint Venture's external investment, investment exit, and asset disposal matters.

The executive partner

According to the Joint Venture Agreement, Suzhou Aoze shall serve as the executive partner of the Joint Venture and be responsible for, among others:

- (i) implementing matters regarding the establishment and subsequent management of the Joint Venture, and taking all necessary and legal actions to maintain the legal existence and normal operations of the Joint Venture;
- (ii) instructing the Group on the time and amount of capital contribution;
- (iii) investigating, selecting, negotiating, and formulating specific plans for investment projects, and submitting them to the partners' meeting for approval;

- (iv) managing and maintaining the assets held by the Joint Venture in accordance with the resolutions of the partners' meeting;
- (v) according to the terms and fee conditions determined by Suzhou Aoze, at the expense of the Joint Venture, hiring or dismissing the financial advisors, insurers, distribution agents, brokers, or other institutions or professional personnel on behalf of the Joint Venture;
- (vi) providing loans to the Joint Venture; and
- (vii) being liable to the expenses and other obligations related to the operation and management of the Joint Venture in proportion to its capital contribution and equity interest in the Joint Venture.

The Joint Venture shall pay management fees to Suzhou Aoze at the rate of 0.5% of the actual capital contribution of the Joint Venture per annum.

Liability proportion and profit distribution

A wholly owned subsidiary of the Company, as a limited partner of the Joint Venture, shall have liability limited to its capital contribution commitment, while Suzhou Aoze, as a general partner of the Joint Venture, shall have unlimited joint liability for any debts of the Joint Venture. Save as otherwise determined in the Joint Venture Agreement, the losses of the Joint Venture shall be shared by the partners in proportion to their capital contribution commitments.

Pursuant to the Joint Venture Agreement, the profit of the Joint Venture shall be distributed to the Parties (i) immediately upon receipt when net investment income is generated in cash; and (ii) if the Joint Venture receives net investment income in the form of tradable securities or other interests, Suzhou Aoze shall decide on the distribution time in its sole discretion. The relevant assets are distributed according to the proportion of the Parties' capital contribution.

INFORMATION ON THE PARTIES

The Company is an exempted company incorporated in Bermuda with limited liability and its Shares are listed on the Main Board of the Stock Exchange (stock code: 00618). The Group is principally engaged in medical and pharmaceutical retail, e-commerce and distribution of appliances and information products, property development as well as property investment and management in the PRC, Singapore and Hong Kong.

Suzhou Aoze is wholly-owned by Aoze Fund. Suzhou Aoze is principally engaged in investment management and asset management. Suzhou Aoze is ultimately owned by Ge Simin (葛思敏) and Zhu Hong (朱宏) as to 60% and 40%, respectively.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Suzhou Aoze and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

REASONS FOR AND BENEFITS OF THE FORMATION OF JOINT VENTURE

The Group is principally engaged in medical and pharmaceutical retail, e-commerce and distribution of appliances and information products, property development as well as property investment and management in the PRC, Singapore and Hong Kong.

The investment in or cooperation in respect of the non-performing assets in PRC's domestic real estate industry and the medical industry through the Joint Venture is considered by the Company to be in line with the Group's principal businesses. The Board is of the view that the Joint Venture represents a good commercial opportunity for the Group by serving as a platform to make long-term investment in the PRC's domestic real estate and the medical industry as a limited partner, while consolidating the experience and expertise of Suzhou Aoze, with a view to maximizing return from its investment.

Suzhou Aoze is a wholly-owned subsidiary of Aoze Fund, a professional private equity fund company registered with the Asset Management Association of China. Aoze Fund's core business team has extensive experience in fund management and is principally engaged in, among others, investment management and asset management. By providing invested companies with various support such as capital, management improvement, as well as merger and acquisition services, Suzhou Aoze promotes the rapid growth of enterprises and realize the appreciation of investment value, thereby creating more optimal investment returns for fund investors. The Formation of Joint Venture is expected to generate additional economic benefits to the Group and is in line with the Group's overall business strategy and interest in the long run.

The Directors (including the independent non-executive Directors) are of the view that the Formation of Joint Venture contemplated under the Joint Venture Agreement is fair and reasonable and on normal commercial terms and the Formation of Joint Venture is in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

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DEFINITIONS

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

“Aoze Fund”	Suzhou Aoze Private Equity Fund Management Co., Ltd* (蘇州遨澤私募基金管理有限公司), a company incorporated in PRC with limited liability
“Board”	the board of Directors
“Company”	Peking University Resources (Holdings) Company Limited (北大資源(控股)有限公司), an exempted company incorporated in Bermuda with limited liability, and its Shares are listed on the Main Board of the Stock Exchange (stock code: 618)
“Director(s)”	the director(s) of the Company
“Formation of Joint Venture”	the formation of the Joint Venture pursuant to the Joint Venture Agreement
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Initial Completion Date”	has the meaning ascribed to it in the section headed “Formation of Joint Venture — Registered capital and capital contribution”
“Joint Venture Agreement”	the Joint Venture Agreement dated 8 August 2024, entered into between a wholly owned subsidiary of the Company and Suzhou Aoze
“Joint Venture”	a joint venture to be established in the PRC pursuant to the terms and conditions of the Joint Venture Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Parties”	the parties to the Joint Venture Agreement
“PRC”	the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Shares”	ordinary shares of HK\$0.01 each in the capital of the Company

“Shareholders”	the shareholder(s) of the Company
“Singapore”	the Republic of Singapore
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsequent Completion”	has the meaning ascribed to it in the section headed “Formation of Joint Venture — Registered capital and capital contribution”
“Suzhou Aoze”	Suzhou Aoze Enterprise Management Co., Ltd.* (蘇州遨澤企業管理有限公司), a company incorporated in PRC with limited liability
“%”	per cent

By order of the Board
Peking University Resources (Holdings) Company Limited
Wong Kai Ho
Chairman

Hong Kong, 8 August 2024

As at the date of this announcement, the Board comprises executive Directors of Mr. Wong Kai Ho (Chairman), Mr. Wang Guiwu, Mr. Huang Zhuguang and Mr. Hou Ruilin; and the independent non-executive Directors of Mr. Chin Chi Ho, Stanley, Mr. Chung Wai Man and Mr. Hua Yichun.

* *For identification purposes only*