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北京北大青鳥環宇科技股份有限公司

BEIJING BEIDA JADE BIRD UNIVERSAL SCI-TECH COMPANY LIMITED

(a joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 08095)

**DISCLOSEABLE TRANSACTION:
CAPITAL INCREASE AGREEMENT**

CAPITAL INCREASE AGREEMENT

The Board is pleased to announce that on 17 June 2021 (after trading hours), the Investors (including the Company), the Existing Shareholders and the Target Company entered into the Capital Increase Agreement, pursuant to which, among others, the Company, as investor, has agreed to inject RMB100,000,000 into the Target Company, of which (i) RMB2,947,183 shall be contributed to the registered capital of the Target Company; and (ii) the remaining balance shall be contributed to the capital reserve of the Target Company.

Upon completion of the Capital Injection by all Investors, the Company will hold approximately 6.80% equity interest in the Target Company.

JV AGREEMENT

The Board also announces that on 17 June 2021 (after trading hours), the Investors (including the Company), the Existing Shareholders and the Target Company also entered into the JV Agreement as a condition to the Capital Injection pursuant to the Capital Increase Agreement.

GEM LISTING RULES IMPLICATIONS

As one of the size test ratios in relation to the Jade Bird Capital Injection is more than 5% but less than 25%, the Jade Bird Capital Injection constitutes a discloseable transaction of the Company under Rule 19.08 of the GEM Listing Rules. In accordance with Rule 19.33 of the GEM Listing Rules, the Jade Bird Capital Injection is subject to the notification and announcement requirements.

CAPITAL INCREASE AGREEMENT

The Board is pleased to announce that on 17 June 2021 (after trading hours), the Investors (including the Company), the Existing Shareholders and the Target Company entered into the Capital Increase Agreement.

The major terms of the Capital Increase Agreement are set out below:

Date

17 June 2021

Parties

1. *The Investors*

- (i) the Company;
- (ii) SVIC No.45;
- (iii) Zhongan Overseas;
- (iv) Kaifeng Zhide;
- (v) Huzhou Nuojing;

2. *The Existing Shareholders*

- (i) Mr. Li Qiming;
- (ii) Olympic New;
- (iii) Shanghai Xianhui;
- (iv) Link Yiu;
- (v) Shanghai Shengjin; and

3. *The Target Company.*

As at the date of this announcement, the Company owns 45% equity interest of Shanghai Shengjin (being one of the Existing Shareholders) and Shanghai Shengjin is therefore an associate of the Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, save for Shanghai Shengjin, each of the other Investors, the Existing Shareholders and the Target Company and their respective ultimate beneficial owners is an Independent Third Party.

Capital Injection

As at the date of this announcement, the registered capital of the Target Company was RMB35,366,205. The shareholding structure of the Target Company as at the date of this announcement was as follows:

Shareholder	Registered capital (RMB)	Approximate % of registered capital contribution
1. Mr. Li Qiming	8,843,334	25.00
2. Olympic New	5,659,151	16.00
3. Shanghai Xianhui	3,182,958	9.00
4. Link Yiu	12,790,762	36.17
5. Shanghai Shengjin	4,890,000	13.83
Total	35,366,205	100.00

Pursuant to the Capital Increase Agreement, the Investors have agreed to inject an aggregate of RMB270,000,000 into the Target Company, of which (i) RMB7,957,393 shall be contributed to the registered capital of the Target Company; and (ii) the remaining balance shall be contributed to the capital reserve of the Target Company.

Pursuant to the Capital Increase Agreement, the Investors shall make the Capital Injection to the Target Company in the following manner:

Name of Investor	Total injection amount (RMB)	Injection amount contributed to registered capital (RMB)	Injection amount contributed to capital reserve (RMB)
1. the Company	100,000,000	2,947,183	97,052,817
2. SVIC No.45	20,000,000	589,436	19,410,564
3. Zhongan Overseas	100,000,000	2,947,183	97,052,817
4. Kaifeng Zhide	30,000,000	884,155	29,115,845
5. Huzhou Nuojing	20,000,000	589,436	19,410,564

The following table illustrates the shareholding structure of the Target Company immediately following completion of the Capital Injection on the assumption that all Investors complete their capital injection obligations under the Capital Increase Agreement:

Shareholder	Registered capital (RMB)	Approximate % of registered capital contribution (Note)
1. Mr. Li Qiming	8,843,334	20.41
2. Olympic New	5,659,151	13.06
3. Shanghai Xianhui	3,182,958	7.35
4. Link Yiu	12,790,762	29.53
5. Shanghai Shengjin	4,890,000	11.29
6. the Company	2,947,183	6.80
7. Zhongan Overseas	2,947,183	6.80
8. Kaifeng Zhide	884,155	2.04
9. Huzhou Nuojing	589,436	1.36
10. SVIC No.45	589,436	1.36
Total	43,323,598	100.00

Note: The percentage of registered capital contribution is calculated up to two decimal places only. The numerical value after the decimal places may be adjusted subject to the requirements of company change registration authority.

Upon the completion of the Capital Injection by all Investors, the Target Company will become a financial asset at fair value through other comprehensive income of the Company.

The Capital Injection shall be conditional upon the due execution of the Capital Increase Agreement, the JV Agreement and the articles of association of the Target Company by the parties to the Capital Increase Agreement.

Payment of capital

Pursuant to the Capital Increase Agreement, unless otherwise agreed by the parties, each of the Investors shall pay its respective investment sum to a designated account of the Target Company according to the written notification of the Target Company by 30 November 2021. If any of the Investors fails to pay its investment sum in full by 30 November 2021, it shall indemnify the Target Company by paying the damages of 0.01% per day of the outstanding investment sum until the outstanding investment sum is fully settled by such Investor. If such Investor fails to pay the outstanding investment sum in full by more than 30 days, it will lose its right to make capital injection in respect of the unpaid investment sum.

The amount of the Jade Bird Capital Injection to be made by the Company will be satisfied by the internal resources of the Group.

The amount of the Jade Bird Capital Injection to be made by the Company to the Target Company of RMB100,000,000 was arrived at after arm's length negotiations between the Company and the Target Company having taken into account of the valuation of the market value of the total equity interest of the Target Company as at 31 March 2021 of approximately RMB1,280,000,000 conducted by an independent professional valuer using income approach and the Capital Injection. The Directors consider that the amount of the Jade Bird Capital Injection is fair and reasonable.

Use of capital injected

Unless otherwise stipulated in the Capital Increase Agreement or agreed by the parties, the capital injected by the Investors shall be used for the principal business operation of the Target Group (including but not limited to product development, purchase of equipment, daily operating and staff cost) and other purposes to be approved by the Investors. The capital injected by Zhongan Overseas, Kaifeng Zhide and Huzhou Nuoqing shall be used for the capital injection to Hefei Xianyao, a subsidiary of the Target Company, for its production line construction and operation. The Target Company shall, within 30 days after the full receipt of the investment sum from Zhongan Overseas, apply not less than RMB100,000,000 of the investment sum as the capital contribution to Hefei Xianyao. Each shareholders of the Target Company shall not misappropriate such investment sum. Unless with the prior written consent of the Investors, the Target Group shall not utilise the injected capital for any other purposes, including but not limited to investment to third parties, provision of loan or guarantee to third parties, repayment of debt of the Target Group, dividend distribution or repurchase of the equity interest of members of the Target Group.

JV AGREEMENT

On 17 June 2021 (after trading hours), the Investors (including the Company), the Existing Shareholders and the Target Company also entered into the JV Agreement as a condition to the Capital Injection pursuant to the Capital Increase Agreement.

The major terms of the JV Agreement are set out below:

Date

17 June 2021

Parties

1. *The Investors*

- (i) the Company;
- (ii) SVIC No.45;
- (iii) Zhongan Overseas;
- (iv) Kaifeng Zhide;
- (v) Huzhou Nuojing;

2. *The Existing Shareholders*

- (i) Mr. Li Qiming;
- (ii) Olympic New;
- (iii) Shanghai Xianhui;
- (iv) Link Yiu;
- (v) Shanghai Shengjin; and

3. *The Target Company.*

Business activities of the Target Company

The Parties to the JV Agreement agree that the Target Company shall engage in (i) the technical research and development of display devices, optical components and accessories and digital devices; (ii) the assignment of research and development results and the provision of related technical consultation services; (iii) the wholesale distribution of digital components, optoelectronic products, display devices, projecting devices and lightening devices; (iv) commission agency (other than auctions); and (v) import and export and supporting services (any business which requires to be approved by law can only be carried out upon approval by relevant authorities).

Capital commitments

The Investors shall make the Capital Injection to the Target Company in accordance with the Capital Increase Agreement.

Rights and responsibilities of the parties

If the Target Company intends to increase its registered capital or undertake similar actions, each of the Investing Shareholders shall have pre-emptive rights to subscribe for the additional capital increase in proportion to its respective equity interests in the Target Company.

Prior to the completion of qualified listing of the Target Company, the Founding Shareholders shall not transfer, sell, pledge, dispose of or encumber their equity interest in the Target Company without prior written consent of the Investing Shareholdings. Each of the Investing Shareholders can transfer, pledge or otherwise dispose of its equity interest in the Target Company to any third party (save for the existing or potential competitors of the Target Company) without subjecting to any pre-emptive right of other shareholders of the Target Company or obtaining consent or providing prior notice to other shareholders of the Target Company. Transfer, pledge or disposal of equity interest by an Investing Shareholder to the existing or potential competitors of the Target Company shall be approved by nine-tenths of the shareholders of the Target Company.

The Founding Shareholders' right to transfer their equity interest in the Target Company shall also be subject to transfer restrictions provided under the JV Agreement, including right of first refusal, tag-along right, drag-along right.

Board composition of the Target Company

The board of directors of the Target Company shall consist of five directors, of whom (i) two shall be appointed by Mr. Li Qiming; (ii) one shall be appointed by the Company; (iii) one shall be appointed by Shanghai Shengjin; and (iv) one shall be appointed by Zhongan Overseas upon full payment of the investment sum by Zhongan Overseas. The chairman of the board of directors of the Target Company shall be appointed by Mr. Li Qiming.

INFORMATION ON THE TARGET GROUP

The Target Company is a company incorporated in the PRC. Its principal business activities are set out in the paragraph headed “Business activities of the Target Company” in the section headed “JV Agreement” of this announcement.

As at the date of this announcement, the Target Company holds 100% equity interest in Hefei Xian Yao. Hefei Xian Yao is a company incorporated in the PRC on 20 January 2021 and is principally engaged in (i) the manufacturing of integrated circuits; (ii) the manufacturing of chips and related products of integrated circuits; (iii) the manufacturing of digital specialized materials; and (iv) the sale of integrated circuits.

Set out below is a summary of the unaudited financial information of the Target Company for the two financial years ended 31 December 2019 and 31 December 2020 respectively:

	For the year ended 31 December	
	2019	2020
	<i>(RMB'000)</i>	<i>(RMB'000)</i>
Net loss before taxation	38,666	31,335
Net loss after taxation	38,325	31,266

The unaudited consolidated net liabilities value of the Target Company as at 31 March 2021 was approximately RMB42,243,000.

REASONS FOR AND BENEFITS OF THE JADE BIRD CAPITAL INJECTION

The Company, through its subsidiaries, is principally engaged in the development of travel and leisure business, investment holding and trading of metallic products.

The Board considers that the Jade Bird Capital Injection represents a good investment opportunity and is in line with the Group’s vision to invest in target companies or businesses having promising outlooks and prospects. The Jade Bird Capital Injection represents an endeavour of the Group to tap into the market of business activities engaged by the Target Group.

The Board considers that the terms of the Capital Increase Agreement and the JV Agreement are on normal commercial terms and are fair and reasonable and in the interests and the shareholders of the Company as a whole.

GEM LISTING RULES IMPLICATIONS

As one of the size test ratios in relation to the Jade Bird Capital Injection is more than 5% but less than 25%, the Jade Bird Capital Injection constitutes a discloseable transaction of the Company under Rule 19.08 of the GEM Listing Rules. In accordance with Rule 19.33 of the GEM Listing Rules, the Jade Bird Capital Injection is subject to the notification and announcement requirements.

DEFINITIONS

The following expressions have the following meanings in this announcement unless the content requires otherwise:

“Board”	the board of Directors
“Capital Increase Agreement”	the capital increase agreement dated 17 June 2021 entered into by the Investors, the Existing Shareholders and the Target Company in relation to the Capital Injection
“Capital Injection”	the capital injection of RMB270,000,000 into the Target Company to be made by the Investors in accordance with the terms of the Capital Increase Agreement
“Company”	北京北大青鳥環宇科技股份有限公司 (Beijing Beida Jade Bird Universal Sci-Tech Company Limited), a joint stock limited company incorporated in the PRC with limited liability with its H Shares listed on GEM
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	director(s) of the Company
“Existing Shareholders”	the Founding Shareholders, Link Yiu and Shanghai Shengjin
“Founding Shareholders”	Mr. Li Qiming, Olympic New and Shanghai Xianhui
“GEM”	GEM of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“H Share(s)”	overseas-listed foreign invested share(s) in the ordinary share capital of the Company, with a nominal value of RMB0.1 each
“Hefei Xianyao”	合肥顯耀集成電路技術有限公司 (in English for identification purpose only, Hefei Xianyao Jicheng Circuit Technology Co., Ltd.), a limited liability company incorporated in the PRC and a wholly-owned subsidiary of the Target Company
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC

“Huzhou Nuojing”	湖州諾晶股權投資合夥企業(有限合夥)(in English for identification purpose only, Huzhou Nuojing Equity Interest Investment L.L.P), a limited liability partnership established under the laws of the PRC principally engaged in investment holding and is held as to (i) 25% by Zhang Zheming; and (ii) 75% by other Independent Third Parties (each holding less than 25% equity interest)
“Independent Third Party(ies)”	the third party(ies) which is/are independent of the Company and its connected persons
“Investing Shareholders”	Link Yiu, Shanghai Shengjin and the Investors
“Investors”	the Company, SVIC No.45, Zhongan Overseas, Kaifeng Zhide and Huzhou Nuojing
“Jade Bird Capital Injection”	the capital injection of RMB100,000,000 into the Target Company to be made by the Company in accordance with the terms of the Capital Increase Agreement
“JV Agreement”	the joint venture agreement dated 17 June 2021 entered into by the Investors, the Existing Shareholders and the Target Company as a condition to the Capital Injection
“Kaifeng Zhide”	上海凱風至德創業投資合夥企業(有限合夥)(in English for identification purpose only, Shanghai Kaifeng Zhide Chuangye Investment L.L.P), a limited liability partnership established under the laws of the PRC principally engaged in investment holding and is ultimately owned as to (i) 41.07% by a limited liability partnership in the PRC which is owned as to 16.52% by Yao Weizhong and 83.48% by other Independent Third Parties (each holding less than 16.52% of such limited liability partnership); and (ii) 58.93% by other Independent Third Parties (each holding less than one-third equity interest)
“Link Yiu”	Link Yiu Holdings Limited, a company incorporated in Hong Kong with limited liability and an existing shareholder of the Target Company principally engaged in investment holding and the ultimate beneficial owner of which is Xu Mengran
“Olympic New”	Olympic New Holdings Limited, a company incorporated in Hong Kong with limited liability and an existing shareholder of the Target Company principally engaged in investment holding and the ultimate beneficial owner of which is Feng Chao

“PRC”	the People’s Republic of China which for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Shanghai Shengjin”	上海盛今創業投資有限公司(in English for identification purpose only, Shanghai Shengjin Venture Capital Investment Co., Ltd.), a limited liability company incorporated in the PRC and an existing shareholder of the Target Company principally engaged in investment holding and is ultimately owned as to (i) 45% by the Company; (ii) 30% by Li Peng and Shen Yunxie; and (iii) 25% by other Independent Third Parties
“Shanghai Xianhui”	上海顯輝科技合夥企業(有限合夥)(in English for identification purpose only, Shanghai Xianhui Technology L.L.P), a limited liability partnership established under the laws of the PRC and an existing shareholder of the Target Company principally engaged in equity investment holding and the ultimate beneficial owners of which are Mr. Li Qiming and Mr. Xu Huiwen
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	上海顯耀顯示科技有限公司 (in English for identification purpose only, Shanghai Xianyao Display Technology Co., Ltd.), a limited liability company incorporated in the PRC
“Target Group”	the Target Company and its subsidiaries
“SVIC No.45”	SVIC No.45 New Technology Business Investment L.L.P., a limited liability partnership established under the laws of Korea principally engaged in investment holding and is ultimately owned as to (i) 99% by Samsung Electronics Co., Ltd., a company listed on the Korea Exchange (stock code: 5930); and (ii) 1% by other Independent Third Parties

“Zhongan Overseas”

安徽省中安海外技術引進投資合夥企業(有限合夥)(in English for identification purpose only, Anhui Province Zhongan Overseas Technology Introduction Investment L.L.P), a limited liability partnership established under the laws of the PRC principally engaged in investment holding and is owned as to (i) 40% by the State-owned Assets Supervision and Administration Commission of Anhui Provincial People’s Government; and (ii) 60% by other Independent Third Parties (each holding less than one-third equity interest)

“%”

per cent

On behalf of the Board
Beijing Beida Jade Bird Universal Sci-Tech Company Limited
Ni Jinlei
Chairman

Beijing, the PRC
17 June 2021

As at the date of this announcement, Mr. Ni Jinlei, Ms. Zheng Zhong, Mr. Wang Xingye and Ms. Guan Xueming are executive Directors, Mr. Xiang Lei is a non-executive Director and Mr. Tang Xuan, Mr. Li Chonghua and Mr. Shen Wei are independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the GEM website at “www.hkgem.com” on the “Latest Company Announcements” page for at least 7 days from the date of its posting and on the website of the Company at “www.jbu.com.cn”.