吉利汽車控股有限公司

GEELY AUTOMOBILE HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

Stock codes: 175 (HKD counter) and 80175 (RMB counter)

VOLUNTARY ANNOUNCEMENT
ACQUISITION OF A 34% INTEREST IN A TARGET COMPANY IN SPAIN
AND
FORMATION OF A JOINT VENTURE FOR
CONTRACT MANUFACTURING OF PASSENGER VEHICLES

Financial Adviser to the Company

浦銀國際
SPDB INTERNATIONAL

The Acquisition

On 23 July 2026, Geely SPV (a wholly-owned subsidiary of the Company), Ford NL, the Target, Ford Parent and the Company entered into the Share Purchase Agreement, pursuant to which Geely SPV conditionally agreed to acquire, and Ford NL conditionally agreed to sell, a 34% equity interest in the Target for a consideration of EUR 221 million, subject to customary completion account adjustments by reference to the Target's net debt, working capital position and scope of assets at completion. Pursuant to the Share Purchase Agreement, the Company agreed to guarantee the obligations of Geely SPV, and Ford Parent agreed to guarantee the obligations of Ford NL and the Target. Upon Completion, the Target will be owned as to 66% by Ford NL and as to 34% by Geely SPV. Upon Completion, the Target will not become a subsidiary of the Company and its financial results will not be consolidated into the consolidated financial statements of the Group. The Company's investment in the Target is expected to be accounted for as an associate using the equity method.

The Joint Venture

On the same date, Geely SPV, Ford NL and the Target entered into the Joint Venture Agreement to govern the management and operation of the Target, which, following Completion, will be operated as a joint venture between the Group and the Ford Group for the contract manufacturing of passenger vehicles at the Target's facilities in Almussafes, Valencia, Spain. The parties have also agreed to provide funding to the Target, on a pro rata basis in proportion to their respective shareholding interests, by way of shareholder loans in circumstances where external financing is unavailable or cannot be obtained on commercially reasonable terms.

The Joint Venture Agreement contains certain call and put options over the shares in the Target, which are exercisable only upon the occurrence of specified extraordinary trigger events. As set out in the section headed "GENERAL" below, the Company has obtained the Stock Exchange's confirmation that the grant of the Options will not be classified as a major transaction under Rule 14.76(1) of the Listing Rules.

Listing Rules implications

As Ford NL, Ford Parent and the Target are third parties independent of the Company and its connected persons and are not connected persons of the Company, the Acquisition and the JV Formation do not constitute connected transactions of the Company under Chapter 14A of the Listing Rules. As all of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Acquisition and the JV Formation are less than 5%, neither the Acquisition nor the JV Formation constitutes a notifiable transaction of the Company under Chapter 14 of the Listing Rules. Accordingly, this announcement is made by the Company on a voluntary basis.

THE ACQUISITION

On 23 July 2026, Geely SPV, Ford NL, the Target, Ford Parent and the Company entered into the Share Purchase Agreement, pursuant to which Geely SPV conditionally agreed to acquire, and Ford NL conditionally agreed to sell, a 34% equity interest in the Target. The principal terms of the Share Purchase Agreement are set out below.

Date:	23 July 2026
Parties:	(1) Geely SPV, as purchaser; (2) Ford NL, as seller; (3) the Target; (4) Ford Parent, as the seller's guarantor; and (5) the Company, as the purchaser's guarantor.

Consideration: The consideration for the Acquisition is EUR 221 million, subject to customary completion account adjustments by reference to the net debt, working capital and scope of assets of the Target at completion. The consideration will be settled by Geely SPV in cash by bank transfer of immediately available funds on completion based on estimated adjustment figures. Following completion, completion account adjustments will be performed and a balancing payment will be made by either Geely SPV or Ford NL, as the case may be.

Internal reorganisation of the Target prior to Completion: Prior to Completion, Ford NL will procure the Target to undertake an internal reorganisation to carve out certain assets, liabilities and business units that are unrelated to the core contract manufacturing operations intended to be conducted by the Target, including certain subsidiaries of the Target, the sales and customer service divisions and the related support functions (the "**Carve-Out**").

Basis of consideration: The consideration was determined after arm's length negotiations between the Group and the Ford Group, having regard to an agreed enterprise value of EUR 650 million for the remaining share of the business to be retained by the Target. In arriving at the agreed enterprise value, the parties principally considered the net asset value of the assets and operations that will remain within the Target following completion of the Carve-Out.

Conditions: Completion is subject to the satisfaction (or, where permissible, waiver) of a number of conditions precedent, including the obtaining of relevant regulatory clearances and approvals and the completion of the Carve-Out.

Guarantees: Under the Share Purchase Agreement, the Company agreed to guarantee the due performance by Geely SPV of all its obligations thereunder, including the payment of the consideration and any indemnification obligations arising from breaches of the relevant warranties. Ford Parent agreed to guarantee the due performance by Ford NL and the Target of all their respective obligations under the Share Purchase Agreement, including any indemnification obligations arising from breaches of the relevant warranties and covenants. In addition, upon Completion, the Company and Ford Parent will each enter into a separate guarantee agreement in favour of the other party in respect of the obligations of the Group and the Ford Group, respectively, in connection with the operation of the Target following Completion.

THE JOINT VENTURE

On 23 July 2026, Geely SPV, Ford NL and the Target entered into the Joint Venture Agreement to govern the management and operation of the Target following Completion. The principal terms of the Joint Venture Agreement are set out below.

Date: 23 July 2026

Parties: (1) Geely SPV; (2) Ford NL; and (3) the Target.

Business scope of the Target: Following the Carve-Out and Completion, the Target will principally engage in the contract manufacturing and supply of passenger vehicles, together with activities ancillary thereto, for the benefit of the Ford Group and the Group at its facilities in Almussafes, Valencia, Spain. The Target will operate primarily as a contract manufacturer without independent sales functions and will not undertake product design, research and development, branding, downstream sales or distribution activities, which will continue to be carried out by the respective shareholders outside the joint venture arrangements.

In addition, the parties have agreed to provide funding to the Target, as and when required, by way of shareholder loans on a pro rata basis in accordance with their respective shareholding interests, where external financing is unavailable or cannot be obtained on commercially reasonable terms. The Joint Venture Agreement does not impose any fixed commitment on the shareholders to provide shareholder loans in excess of their respective pro rata shareholding interests. Any future funding requirement will be subject to the terms of the Joint Venture Agreement and applicable Listing Rules requirements.

Option arrangements: The Joint Venture Agreement contains certain call and put options over the shares in the Target, which are exercisable only upon the occurrence of specified extraordinary trigger events. The principal options are as follows:

(i) Valencia Plant Option – where an unresolved deadlock relates to a proposal to wind down the Target's Valencia manufacturing facility, the shareholder wishing to keep the facility in operation may acquire all (and not less than all) of the shares held by the other shareholder at a price equal to 70% of the Book Value.

(ii) Ford Deadlock Option – In the event of any other material unresolved deadlock (being a deadlock that remains unresolved following the contractual escalation procedures and that would reasonably be expected to have a material adverse effect on the Target), Ford NL may acquire all (and not less than all) of Geely SPV's shares at the higher of the Book Value and the Fair Market Value. If Ford NL does not exercise such option, Geely SPV may, within a specified period, sell its entire 34% interest to a third party, subject to the transfer provisions of the Joint Venture Agreement (including Ford NL's right of first refusal).

(iii) Ford Call Option – Upon the occurrence of an uncured default (being a material breach of the Joint Venture Agreement or any core definitive agreement that remains uncured following the applicable cure period), an insolvency event or a reputational trigger (being specified sanctions, bribery, money laundering or corruption matters resulting in demonstrable material reputational harm) attributable to the Group, Ford NL may acquire all (and not less than all) of Geely SPV's shares at the lower of 80% of the Book Value and 80% of the Fair Market Value. Upon a change of control of Geely SPV or the Company (other than pursuant to an internal reorganisation), Ford NL may acquire all (and not less than all) of Geely SPV's shares at the higher of the Book Value and the Fair Market Value.

(iv) Geely's Put Options – Upon the occurrence of an uncured default, an insolvency event or a reputational trigger (being specified sanctions, bribery, money laundering or corruption matters resulting in demonstrable material reputational harm) attributable to the Ford Group, Geely SPV may require Ford NL to acquire all (and not less than all) of Geely SPV's shares at the higher of 120% of the Book Value and 120% of the Fair Market Value. Upon a change of control of Ford NL or Ford Parent (other than pursuant to an internal reorganisation), Geely SPV may require Ford NL to acquire all (and not less than all) of Geely SPV's shares at the higher of the Book Value and the Fair Market Value.

The Directors consider that the option arrangements form part of the customary governance and risk-allocation framework of the joint venture and are intended to address exceptional circumstances that may materially impair the operation of the Target or the continuation of the joint venture relationship. The options are exercisable only upon the occurrence of specified extraordinary trigger events, including material deadlocks, material breaches, insolvency events, reputational events and changes of control, and are not intended to be exercised, nor are they expected to operate, in the ordinary course of the Target's business or the parties' ongoing cooperation. The Directors further consider that the option arrangements provide appropriate mechanisms to preserve business continuity, protect the interests of the shareholders and facilitate an orderly resolution of circumstances in which the joint venture relationship can no longer be effectively maintained.

For the purposes of the option arrangements described above, "Book Value" means the net asset value of the Target as reflected in its most recently approved month-end financial statements (reviewed or confirmed by a reputable independent expert, where applicable), and "Fair Market Value" means the value of the Target's business on a going concern basis as agreed by the parties or, failing such agreement, as determined by an independent valuation firm jointly appointed by the shareholders.

INFORMATION ON THE PARTIES

The Company

The Company is principally engaged in investment holding. The Group is principally engaged in the research and development, manufacturing and sale of automobiles, automobile parts and related automobile components.

Geely SPV

Geely SPV is a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company. Geely SPV is principally engaged in investment holding.

The Ford Group

Ford Parent is a company incorporated in the State of Delaware, United States of America, the shares of which are listed on the New York Stock Exchange (stock symbol: F). Ford Parent is the ultimate parent company of the Ford Group, which is principally engaged in the design, manufacturing, marketing and servicing of passenger vehicles, commercial vans and trucks under the Ford and Lincoln brands.

Ford NL is a private limited liability company incorporated under the laws of the Netherlands and a wholly-owned subsidiary of Ford Parent. Ford NL is principally engaged in the wholesale and retail distribution of motor vehicles, together with related activities, including the sale of vehicle parts and accessories and vehicle leasing and rental services.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no person exercises ultimate control over Ford Parent other than through holdings of its publicly traded shares.

The Target

The Target is a limited liability company incorporated under the laws of Spain and is principally engaged in the manufacture and assembly of automobiles at its facility in Almussafes, Valencia, Spain. As at the date of this announcement, the Target is wholly-owned by Ford Group.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Ford NL, Ford Parent and the Target are third parties independent of, and not connected with, the Company and its connected persons as at the date of this announcement.

Financial Information of the Target

As disclosed in the section headed "THE ACQUISITION – Internal reorganisation of the Target prior to Completion" above, prior to Completion, Ford NL will procure the Target to undertake the Carve-Out, pursuant to which certain assets, liabilities and business units unrelated to the core contract manufacturing operations intended to be conducted by the Target following Completion will be separated from the Target.

Accordingly, the financial information set out below has been extracted from the audited financial statements of the Target prepared under Spanish GAAP and reflects the financial position and results of operations of the Target on a pre-Carve-Out basis. Such financial information includes the assets, liabilities and businesses that are intended to be carved out prior to Completion and, therefore, may not be representative of the financial position, results of operations or net assets of the Target immediately following Completion. Shareholders and potential investors are advised to exercise caution when assessing the historical financial information of the Target.

In determining the consideration, the Directors principally considered the agreed enterprise value of the remaining share of the business to be retained by the Target following the Carve-Out, taking into account, among other things, the historical financial information of the Target, the nature and condition of the assets and operations to be retained by the Target, and the strategic value of the joint venture to the Group.

Based on the audited financial statements of the Target prepared under Spanish GAAP, the book value of the net assets on a pre-Carve-Out basis of the Target as at 31 December 2025 was approximately EUR 1,852 million.

The net profits (both before and after taxation) attributable to the Target on a pre-Carve-Out basis for the two financial years immediately preceding the Acquisition were as follows:

	For the year ended 31 December 2025/ EUR in million	**For the year ended 31 December 2024/ EUR in million**
Net profit before taxation	83.2	243.2
Net profit after taxation	69.8	236.3

REASONS FOR AND BENEFITS OF THE JV FORMATION AND THE ACQUISITION

The Acquisition and the JV Formation will provide the Group with immediate access to an established manufacturing platform in Europe, enabling certain Geely-branded vehicles to be produced locally for the European market and supporting the Group's European localisation strategy. Through the JV Formation, the Group is expected to benefit from the Valencia facility's existing manufacturing capabilities, experienced workforce and supply chain network, thereby accelerating its market deployment in Europe while reducing execution risks and capital requirements associated with developing a new manufacturing base independently.

The Directors consider that the minority ownership structure aligns the interests of the parties while allowing the Target to benefit from the operational expertise, manufacturing programmes and resources contributed by both shareholders. The joint venture structure also enables the parties to share investment risks and operational responsibilities while leveraging their respective strengths in support of the Target's long-term development.

The Valencia facility is one of the major automotive manufacturing plants in Europe and is expected to serve as a shared manufacturing centre for the parties. The collaboration is expected to enhance capacity utilisation and operational efficiency, generate economies of scale and reduce certain development and production costs through the sharing of manufacturing resources and expertise.

The JV Formation is also expected to support the parties' development and production of low-emission and zero-emission new energy vehicles in Europe. In addition, by supporting the sustainable operation and development of the Valencia facility, the collaboration is expected to contribute positively to the local automotive ecosystem and employment market.

The Directors (including the independent non-executive Directors) consider that the Acquisition and the JV Formation are in line with the Group's business strategy and long-term development objectives and have been entered into on normal commercial terms. The Directors (including the independent non-executive Directors) are of the view that the terms of the Acquisition and the JV Formation are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

GENERAL

As Ford NL, Ford Parent and the Target are third parties independent of the Company and its connected persons and are not connected persons of the Company, the Acquisition and the JV Formation do not constitute connected transactions of the Company under Chapter 14A of the Listing Rules. As all of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Acquisition and the JV Formation are less than 5%, neither the Acquisition nor the JV Formation constitutes a notifiable transaction of the Company under Chapter 14 of the Listing Rules. Accordingly, this announcement is made by the Company on a voluntary basis.

Under Rule 14.74(1) of the Listing Rules, where the exercise of an option granted by a listed issuer is not at the issuer's discretion, the transaction is generally classified as if the option had been exercised at the time of grant. Under Rule 14.76(1) of the Listing Rules, where the monetary value of the exercise price, or the value of the underlying assets and their attributable profits and revenue, is not determined at the time of grant, the listed issuer is required to use the highest possible monetary value for classification purposes, failing which the transaction would be classified as at least a major transaction. The Company has consulted the Stock Exchange in respect of the application of Rule 14.76(1) of the Listing Rules to the Options. The Stock Exchange has confirmed that the grant of each of the Options will not be classified as a major transaction of the Company under Rule 14.76(1) of the Listing Rules and would accordingly not be subject to the shareholder approval requirements applicable to major transactions at the time of grant. Having regard to the factors set out below, the Company considers that each of the applicable percentage ratios (being the assets, revenue, profits and consideration ratios) in respect of the exercise of the Options is not expected to exceed 5% at the time of exercise:

(i) **Assets Ratio:** Following the Carve-Out, the Target will operate exclusively as a contract manufacturing joint venture, with non-manufacturing assets, sales-related investments and cash pooling arrangements removed. Other than the parties' agreement under the Joint Venture Agreement to provide shareholder loans to the Target on a pro rata basis where external financing is unavailable or cannot be obtained on commercially reasonable terms, neither shareholder presently intends to contribute additional assets to the Target. In addition, the joint venture does not currently contemplate any material expansion of manufacturing capacity beyond that envisaged under the Acquisition and the JV Formation. The Target's asset base will primarily consist of manufacturing facilities and equipment. Such assets are subject to ongoing depreciation, wear and tear and, where applicable, impairment over their useful lives. Accordingly, the net asset value of the Target is expected to remain relatively stable or decrease over time and, even after taking into account the maximum amount of shareholder loans that may be advanced pursuant to the Joint Venture Agreement, is not expected to increase to a level that would cause the assets ratio to exceed 5%.

(ii) **Revenue Ratio:** Following Completion, the Target will operate solely as a contract manufacturer and will no longer undertake downstream sales, customer-facing, or other commercial activities. Its revenue will therefore be derived principally from manufacturing services provided to its shareholders, representing a significantly narrower business scope than that reflected in its historical operations. Capacity utilisation is subject to various operational constraints, including equipment maintenance requirements, production line changeovers associated with new model launches and adjustments in response to fluctuations in market demand. Even assuming that production volumes reach full utilisation of the Target's manufacturing facilities and applying maximum profit margin assumptions, the Company does not expect the Target's revenue to increase to a level that would cause the revenue ratio to exceed 5%.

(iii) **Profits Ratio:** The Target's business model following Completion will be based on long-term contract manufacturing arrangements with its shareholders, and is expected to operate on relatively modest manufacturing margins. As a result, the Target's future profitability is expected to be lower than the historical profitability reflected in its existing financial statements, which were prepared on a pre-Carve-Out basis. Accordingly, even assuming that production volumes reach full utilisation of the Target's manufacturing facilities and applying maximum profit margin assumptions, the Company does not expect the Target's profitability to increase to a level that would cause the profits ratio to exceed 5%.

(iv) **Consideration Ratio:** The exercise price of the Options is determined by reference to the Book Value or Fair Market Value of the Target (or a specified percentage thereof) at the time of exercise. The Options are only exercisable upon the occurrence of specified extraordinary trigger events, including unresolved deadlocks, uncured defaults, reputational events, insolvency events and changes of control. Having regard to the Target's expected asset base and contract manufacturing business model following Completion, and given that the parties do not presently intend to contribute additional assets to the Target or expand its manufacturing capacity, the Company does not expect the valuation of the Target to increase materially. In addition, a number of the trigger events that may give rise to the exercise of the Options involve circumstances that could adversely affect the Target's operations or valuation. Accordingly, even after taking into account the maximum amount of shareholder loans that may be advanced pursuant to the Joint Venture Agreement, the Company does not expect the consideration ratio to exceed 5% at the time any of the Options becomes exercisable.

If the actual monetary value resulting from the exercise of any of the Options causes the relevant transaction classification to fall within a higher category of notifiable transaction under Chapter 14 of the Listing Rules, the Company will make an announcement as soon as reasonably practicable and comply with the applicable requirements under the Listing Rules in respect of such higher transaction classification.

DEFINITIONS

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

"Acquisition"	the acquisition by Geely SPV of a 34% equity interest in the Target from Ford NL pursuant to the Share Purchase Agreement
"Board"	the board of Directors
"Book Value"	has the meaning ascribed to it under the section headed "THE JOINT VENTURE" in this announcement
"Carve-Out"	has the meaning ascribed to it under the section headed "THE ACQUISITION" in this announcement
"Company"	Geely Automobile Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock codes: 175 (HKD counter) and 80175 (RMB counter))
"Completion"	the completion of the Acquisition in accordance with the terms and conditions of the Share Purchase Agreement
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"EUR"	Euro(s), the lawful currency of the member states of the European Union that have adopted the euro as their lawful currency
"Fair Market Value"	has the meaning ascribed to it under the section headed "THE JOINT VENTURE" in this announcement
"Ford Call Option"	has the meaning ascribed to it under the section headed "THE JOINT VENTURE" in this announcement

"Ford Deadlock Option"	has the meaning ascribed to it under the section headed "THE JOINT VENTURE" in this announcement
"Ford Group"	Ford Parent and its subsidiaries
"Ford NL"	Ford Nederland B.V., a private limited liability company incorporated under the laws of the Netherlands and a member of the Ford Group
"Ford Parent"	Ford Motor Company, a company incorporated in the State of Delaware of the United States of America, the shares of which are listed on the New York Stock Exchange (stock symbol: F)
"Geely SPV"	Centurion Industries Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company
"Group"	the Company and its subsidiaries
"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
"Joint Venture Agreement"	the joint venture agreement dated 23 July 2026 entered into among Geely SPV, Ford NL and the Target
"JV Formation"	the formation of the joint venture in respect of the Target as contemplated under the Joint Venture Agreement
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Options"	collectively, the Valencia Plant Option, the Ford Deadlock Option and the Ford Call Option, being the call options granted by Geely SPV under the Joint Venture Agreement which are not exercisable at the discretion of the Company
"percentage ratio(s)"	has the meaning ascribed to it under Rule 14.07 of the Listing Rules
"Share(s)"	ordinary share(s) of HK$0.02 each in the share capital of the Company

"Shareholder(s)"	the holder(s) of the Share(s)
"Share Purchase Agreement"	the share sale and purchase agreement dated 23 July 2026 entered into among Geely SPV, Ford NL, the Target, Ford Parent and the Company
"Spanish GAAP"	the generally accepted accounting principles in Spain from time to time
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Target"	Ford España, S.L., a limited liability company incorporated under the laws of Spain
"Valencia Plant Option"	has the meaning ascribed to it under the section headed "THE JOINT VENTURE" in this announcement
"%"	per cent.

By order of the Board of
Geely Automobile Holdings Limited
David C.Y. Cheung
Company Secretary

Hong Kong, 23 July 2026

As at the date of this announcement, the executive directors of the Company are Mr. Li Shu Fu (Chairman), Mr. Li Dong Hui, Daniel (Vice Chairman), Mr. Gui Sheng Yue (Chief Executive Officer), Mr. An Cong Hui, Mr. Gan Jia Yue and Mr. Mao Jian Ming, Moosa; and the independent non-executive directors of the Company are Ms. Gao Jie, Ms. Yu Li Ping, Jennifer, Mr. Zhu Han Song and Ms. Tseng Chin I.