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廈門港務投資運營有限公司
**XIAMEN PORT INVESTMENT
OPERATION CO., LTD.***

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

廈門國際港務股份有限公司
**XIAMEN INTERNATIONAL PORT
CO., LTD***

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

(Stock code: 3378)

JOINT ANNOUNCEMENT

**(1) PROPOSED PRE-CONDITIONAL PRIVATISATION OF
XIAMEN INTERNATIONAL PORT BY XIAMEN PORT
INVESTMENT BY WAY OF MERGER BY ABSORPTION OF
XIAMEN INTERNATIONAL PORT**

(2) PROPOSED WITHDRAWAL OF LISTING

AND

(3) RESUMPTION OF TRADING



Financial Adviser to the Offeror

SUMMARY

1. INTRODUCTION

The Offeror and the Company are pleased to jointly announce that on 2 June 2022, the Offeror and the Company have entered into the Merger Agreement, pursuant to which the Offeror and the Company have agreed to implement the Merger subject to the terms and conditions of the Merger Agreement, including the Pre-Condition and the Conditions. After completion of the Merger, the Company will be merged into, and absorbed by, the Offeror in accordance with the PRC Company Law and other applicable PRC Laws.

2. PROPOSED TRANSACTION

Pursuant to the Merger Agreement, conditional upon the fulfilment (or waiver, as applicable) of the Pre-Condition and the Conditions, the Offeror will pay in cash the Cancellation Price in the amount of (a) HK\$2.25 per H Share to the H Shareholders and (b) RMB1.923795 per Domestic Share, which is the RMB equivalent of the Cancellation Price of each H Share based on the Exchange Rate, to the Domestic Shareholders (other than Xiamen Port Holding, the parent company of the Offeror, as described below).

After completion of the Merger, the Offeror will assume all assets, liabilities, interests, businesses, employees, contracts and all other rights and obligations of the Company and the Company will be eventually deregistered in the PRC.

The Offeror shall, as soon as possible and in any event no later than seven (7) business days after fulfilment (or waiver, if applicable) of the Pre-Condition and all the Conditions (being the Conditions to effectiveness and the Conditions to implementation), pay the Consideration to all H Shareholders (other than Shia Ning Shipping as described below) and all Domestic Shareholders.

Shia Ning Shipping, a wholly-owned subsidiary of Xiamen Port Holding, has undertaken with the Offeror to pay on its behalf the total consideration for cancellation of the H Shares (other than the Cancellation Price payable for the H Shares held directly by Shia Ning Shipping, the payment of which has been agreed by Shia Ning Shipping to be postponed to a later date to be agreed between the Offeror and Shia Ning Shipping, as described below).

The payment of the total consideration will be financed by committed facilities in the aggregate amount of HK\$2,000,000,000 obtained by Shia Ning Shipping and/or internal resources (including intra-group borrowings from Xiamen Port Holding and its subsidiaries.)

After payment of consideration has been made to the H Shareholders (other than Shia Ning Shipping) and the Domestic Shareholders by or on behalf of the Offeror, all rights attaching to all H Shares (including those owned by Shia Ning Shipping, as described below) and Domestic Shares shall cease to have effect and the relevant Shares shall be cancelled. The share certificates for all H Shares and Domestic Shares will cease to have effect as documents or evidence of title.

The Cancellation Price will not be increased and the Offeror does not reserve the right to do so.

3. PROPOSED WITHDRAWAL OF LISTING OF H SHARES

Upon satisfaction of the Pre-Condition and all the Conditions to effectiveness, the Company will apply to the Stock Exchange for voluntary withdrawal of the listing of the H Shares from the Stock Exchange pursuant to Rule 6.15 of the Listing Rules.

The Company will issue separate announcement(s) notifying H Shareholders of the proposed withdrawal of listing and the exact dates and relevant arrangements for the last day for dealing in H Shares on the Stock Exchange as well as when the formal delisting of the H Shares will become effective.

The listing of the H Shares on the Stock Exchange will not be withdrawn if the Merger is not approved or lapses or does not become unconditional for any reason.

4. SHAREHOLDING IN THE COMPANY

As at the date of this joint announcement, the relevant securities of the Company in issue are 2,726,200,000 Shares, which comprise 986,700,000 H Shares and 1,739,500,000 Domestic Shares.

As at the date of this joint announcement, the Offeror does not own any Share. Xiamen Port Holding, which directly and beneficially owns the entire equity interest of the Offeror, owns 1,721,200,000 Domestic Shares directly in the Company and 141,264,000 H Shares through Shia Ning Shipping, together representing approximately 68.32% of the voting interests in the Company.

5. DESPATCH OF THE COMPOSITE DOCUMENT

The Composite Document containing, amongst others, (i) further details of the Merger and the Merger Agreement and other matters in relation to the Merger; (ii) a letter of advice issued by the Independent Financial Adviser to the Independent Board Committee; and (iii) recommendations and advice from the Independent Board Committee, together with a notice of the EGM, a notice of the H Shareholders' Class Meeting and proxy form are expected to be despatched to H Shareholders within seven days after satisfaction of the Pre-Condition. The Offeror will apply to the Executive for its consent under Note 2 to Rule 8.2 of the Takeovers Code to permit the Composite Document to be posted within seven days after satisfaction of the Pre-Condition, or on or before 7 May 2023, whichever is the earlier.

6. RESUMPTION OF TRADING

At the request of the Company, trading in the H Shares on the Stock Exchange was halted from 10:00 a.m. on 26 May 2022. An application has been made by the Company to the Stock Exchange for the resumption of trading in the H Shares from 9:00 a.m. on 6 June 2022.

The Pre-Condition and the Conditions to effectiveness must be satisfied before the Merger Agreement becoming effective. The Merger Agreement becoming effective is therefore a possibility only. Further, Shareholders and potential investors in the securities of the Company should be aware that the Merger is subject to the Conditions to implementation set out in this joint announcement being satisfied or waived, as applicable. Neither the Offeror nor the Company provides any assurance that any or all Conditions or Pre-Condition can be satisfied, and thus the Merger Agreement may or may not become effective or, if effective, may or may not be implemented or completed. Shareholders and potential investors in the securities of the Company should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action to take and the implications arising from the Merger should consult their stockbroker, bank manager, solicitor or other professional advisers (including tax adviser regarding the tax consequences of the cancellation of the Shares and the implementation of the Merger).

NOTICE TO U.S. HOLDERS OF SHARES

The Merger will involve the cancellation of the securities of a company incorporated in the PRC with limited liability by means of a merger by absorption provided for under the laws of the PRC. The Merger is subject to Hong Kong disclosure requirements, which are different from those of the United States. The financial information included in this joint announcement has been prepared in accordance with Hong Kong Financial Reporting Standards and thus may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The Merger will be made in the United States pursuant to the applicable U.S. tender offer rules or certain available exemptions or exceptions therefrom and otherwise in accordance with the requirements of the laws of Hong Kong. Accordingly, the Merger will be subject to Hong Kong disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Merger by a U.S. holder of Shares as consideration for the cancellation of its Shares pursuant to the Merger may be a taxable transaction for U.S. federal income tax purposes and under applicable state and local, as well as foreign and other tax laws. Each holder of Shares is urged to consult his/her/its independent professional advisor immediately regarding the tax consequences of the implementation of the Merger.

U.S. holders of Shares may encounter difficulty enforcing their rights and any claims arising out of the U.S. federal securities laws, as the Offeror and the Company are located in a country outside the United States and some or all of their respective officers and directors may be residents of a country other than the United States. U.S. holders of Shares may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of the U.S. securities laws. Further, U.S. holders of Shares may encounter difficulty compelling a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment.

In accordance with normal Hong Kong practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, the Offeror hereby discloses that it or its affiliates, or its nominees, or their respective brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Shares outside of the United States, other than pursuant to the Merger, before or during the Offer Period. In accordance with the Takeovers Code and Rule 14e-5(b) of the U.S. Exchange Act, CICC and its affiliates may continue to act as exempt principal traders in the Shares on the Stock Exchange. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices, provided that (i) any such purchase or arrangement complies with applicable law, including but not limited to the Takeovers Code, and is made outside the United States and (ii) the Cancellation Price is increased to match any consideration paid in any such purchase or arrangement. Any information about such purchases will be reported to the SFC in accordance with the requirements of the Takeovers Code and, to the extent made public by the SFC, will be available on the website of the SFC at <http://www.sfc.hk>.

1. INTRODUCTION

The Offeror and the Company are pleased to jointly announce that on 2 June 2022, the Offeror and the Company have entered into the Merger Agreement, pursuant to which the Offeror and the Company have agreed to implement the Merger subject to the terms and conditions of the Merger Agreement, including the Pre-Condition and the Conditions. After completion of the Merger, the Company will be merged into and absorbed by the Offeror in accordance with the PRC Company Law and other applicable PRC Laws.

2. PROPOSED TRANSACTION

Pursuant to the Merger Agreement, conditional upon the fulfilment (or waiver, as applicable) of the Pre-Condition and the Conditions set out in the section headed “3. *PRINCIPAL TERMS OF THE MERGER AGREEMENT*” below, the Offeror will pay in cash the Cancellation Price in the amount of:

- (a) HK\$2.25 per H Share to the H Shareholders; and
- (b) RMB1.923795 per Domestic Share, which is the RMB equivalent of the Cancellation Price of each H Share based on the Exchange Rate, to the Domestic Shareholders (other than Xiamen Port Holding, as described in the section headed “3. *PRINCIPAL TERMS OF THE MERGER AGREEMENT*” below).

The aggregate amount of the Cancellation Price required to be paid by the Offeror to cancel (i) the H Shares held by H Shareholders and (ii) the Domestic Shares held by the Domestic Shareholders (other than Xiamen Port Holding as described in the section headed “3. *PRINCIPAL TERMS OF THE MERGER AGREEMENT*” below) is HK\$2,220,075,000.00 and RMB35,205,448.50 respectively.

After completion of the Merger, the Offeror will assume all assets, liabilities, interests, businesses, employees, contracts and all other rights and obligations of the Company and the Company will be eventually deregistered in the PRC.

3. PRINCIPAL TERMS OF THE MERGER AGREEMENT

The principal terms and conditions of the Merger Agreement include:

- Parties** (1) The Offeror; and
- (2) the Company.
- Overview of the Merger** Subject to the terms and conditions of the Merger Agreement, the Merger will be implemented by the Offeror merging the Company by way of merger by absorption.
- After completion of the Merger, the Offeror will assume all assets, liabilities, interests, businesses, employees, contracts and all other rights and obligations of the Company and the Company will be eventually deregistered in the PRC.
- Consideration** Pursuant to the Merger Agreement, conditional upon the fulfilment (or waiver, as applicable) of the Pre-Condition, the Conditions to effectiveness and the Conditions to implementation set out in the paragraphs headed “*Pre-Condition to the Merger Agreement becoming effective*”, “*Conditions to effectiveness*” and “*Conditions to implementation*” below, the Offeror will pay the Cancellation Price in the amount of (a) HK\$2.25 per H Share to the H Shareholders (where in respect of Shia Ning Shipping, the time of payment to which is to be postponed as described in the paragraph headed “*Payment of Consideration*” below) and (b) RMB1.923795 per Domestic Share, which is the RMB equivalent of the Cancellation Price of each H Share based on the Exchange Rate, to the Domestic Shareholders (other than Xiamen Port Holding as described below).
- Pursuant to the Merger Agreement and subject to the same conditions as stated above, in consideration for the cancellation of its Domestic Shares, Xiamen Port Holding will be issued with RMB1.923795 registered capital of the Offeror for each Domestic Share, on the basis of the Cancellation Price for each Domestic Share and the Offeror’s audited net asset value as at 31 December 2021. Upon completion of the Merger, the Offeror will remain wholly-owned by Xiamen Port Holding.

**Pre-Condition to
the Merger
Agreement becoming
effective**

The Merger Agreement is subject to the satisfaction of a pre-condition, being the filing, registration or approval with or by (a) NDRC (if applicable); (b) MoC (if applicable); (c) SAFE (if applicable); and (d) CSRC (if the relevant regulation is implemented and is applicable), and such other applicable governmental approvals in respect of the Merger having been obtained or completed (the “**Pre-Condition**”). Save for the governmental approvals as mentioned in (a), (b) and (c) above, the Offeror is not currently aware of any other applicable governmental approvals which are required in respect of the Merger.

The above Pre-Condition is not waivable. If the Pre-Condition is not satisfied by the Long-stop Date, the Merger Agreement will not become effective and will be automatically terminated.

Upon fulfilment of the Pre-Condition, the Offeror and the Company will despatch the Composite Document within seven days thereof in accordance with the Takeovers Code and the EGM and H Shareholders’ Class Meeting will be convened pursuant to the respective notice to such meetings for the Shareholders and the H Shareholders respectively, to consider and, if thought fit, approve matters including the Merger.

**Conditions to
effectiveness**

After the Pre-Condition is satisfied, the Merger Agreement shall become effective upon satisfaction of all of the following conditions (none of which is capable of being waived) (the “**Conditions to effectiveness**”):

- (1) the passing of special resolution(s) by a majority of not less than two-thirds of the votes cast by way of poll by the Shareholders present and voting in person or by proxy at the EGM to approve the Merger under the Merger Agreement in accordance with the Articles and the PRC Laws;

- (2) the passing of special resolution(s) by way of poll approving the Merger under the Merger Agreement at the H Shareholders' Class Meeting to be convened for this purpose, provided that: (a) approval is given by at least 75% of the votes attaching to the H Shares held by the Independent H Shareholders that are cast either in person or by proxy; and (b) the number of votes cast against the resolution is not more than 10% of the votes attaching to all H Shares held by the Independent H Shareholders.

If the above Conditions to effectiveness are not satisfied by the Long-stop Date, the Merger Agreement may be terminated by either party. Please also refer to the paragraph headed "*Termination*" in this section.

Conditions to implementation

After the Merger Agreement becomes effective upon satisfaction of the Pre-Condition and all the Conditions to effectiveness, the implementation of the Merger shall be subject to the following conditions being satisfied (the "**Conditions to implementation**", together with the Conditions to effectiveness, collectively, the "**Conditions**"):

- (1) there being no material breach of the representations, warranties or undertakings given by the Offeror in the Merger Agreement on the Delisting Date which has a material adverse impact on the Merger;
- (2) there being no material breach of the representations, warranties or undertakings given by the Company in the Merger Agreement on the Delisting Date which has a material adverse impact on the Merger; and
- (3) there being no law, restriction or prohibition of any governmental authority or any judgment, decision or adjudication of any court on the Delisting Date which restricts, prohibits or terminates the Merger.

The Company shall be entitled to waive Condition (1) above and the Offeror shall be entitled to waive Condition (2) above. Condition (3) above is not capable of being waived. If the above Conditions to implementation are not satisfied or if applicable, waived, by the Long-stop Date, the Merger Agreement will be automatically terminated.

**Payment of
Consideration**

The Offeror shall, as soon as possible and in any event no later than seven (7) business days after fulfilment (or waiver, if applicable) of the Pre-Condition and all the Conditions (being the Conditions to effectiveness and the Conditions to implementation), pay the Consideration to all H Shareholders (other than Shia Ning Shipping as described below) and all Domestic Shareholders (including Xiamen Port Holding, the Consideration to which will be in the form of registered capital of the Offeror as described in the paragraph headed “*Consideration*” above).

Pursuant to a consent letter issued by Shia Ning Shipping in favour of the Offeror, Shia Ning Shipping: (i) has irrevocably waived the Offeror’s obligation to pay the Cancellation Price due to Shia Ning Shipping in cash on the Payment Date, and agreed for the time of payment to be postponed to a later date to be agreed between the Offeror and Shia Ning Shipping; and (ii) agreed that all rights attaching to the H Shares owned by Shia Ning Shipping shall cease to have effect on the Payment Date and be cancelled.

After payment of Consideration has been made to the H Shareholders (other than Shia Ning Shipping) and the Domestic Shareholders by or on behalf of the Offeror on the Payment Date, all rights attaching to all H Shares (including those owned by Shia Ning Shipping, as described above) and Domestic Shares shall cease to have effect and the relevant Shares shall be cancelled. The share certificates for all H Shares and Domestic Shares will cease to have effect as documents or evidence of title.

**Issuance of Shares,
Discloseable
Transactions and
Dividend**

Unless with the prior written consent of the Offeror, the Company shall not: (i) issue any Shares; (ii) carry out any material acquisition or disposal which may constitute a “discloseable transaction” under Chapter 14 of the Listing Rules; or (iii) declare, make or pay any dividend or other distribution (whether in cash or in kind) to the Shareholders, in each case from the date of the Merger Agreement to the date of termination of the Merger Agreement or the Delisting Date (whichever is earlier), provided that this shall not apply to any such transactions which have been announced by the Company prior to the date of the Merger Agreement but have not yet been completed. As at the date of this joint announcement, the Company has announced on 25 March 2022 a proposal for declaration of final dividend of RMB2.1 cents per Share (tax inclusive) for the year ended 31 December 2021 payable on or around 29 July 2022 subject to Shareholders’ approval at the annual general meeting of the Company to be held on 10 June 2022. No adjustment will be made to the Cancellation Price in respect of such final dividend.

Right of a Dissenting Shareholder

According to the Articles, any Dissenting Shareholder may by written notice request the Company and/or other Shareholders who have approved the Merger (collectively, the “**Consenting Shareholders**”) to acquire its Shares at a “fair price”.

If any Dissenting Shareholder exercises its right, the Offeror shall at the request of the Company and/or the Consenting Shareholders assume the obligation which the Company and/or the Consenting Shareholders may have towards such Dissenting Shareholder to acquire the Shares held by that Dissenting Shareholder at a “fair price”.

The exercise of its right by a Dissenting Shareholder is subject to the following criteria:

- (1) such Dissenting Shareholder having validly voted against the resolutions in respect of the Merger at the EGM or (if applicable) the H Shareholders’ Class Meeting;
- (2) such Dissenting Shareholder having been validly registered as a shareholder on the share register of the Company since the record date for the EGM and (if applicable) the H Shareholders’ Class Meeting, and having held such Share(s) in respect of which it intends to exercise its right until the Exercise Date; and
- (3) such Dissenting Shareholder having exercised its right during the Declaration Period.

A Shareholder is not entitled to exercise its right in respect of such Share(s) held by it if:

- (1) such Shareholder has undertaken to the Company to waive its right; or
- (2) such Shareholder is prohibited from exercising its right in accordance with applicable laws; or
- (3) any Share held by such Shareholder is subject to pledge, other third-party rights or judicial moratorium, without having legally obtained written consent or approval obtained from the relevant pledgee, third party or competent authority.

Termination

The Merger Agreement may be terminated in any of the following circumstances:

- (1) by either the Offeror or the Company, if

- (i) any competent governmental authority issues any order, decree, ruling or take any other actions which permanently restricts, impedes or otherwise prohibits the Merger and which is final, binding and not capable of being appealed (both the Offeror and the Company shall use reasonable endeavours to procure the withdrawal of such order, decree, ruling or action prior to exercising any right of termination); or
 - (ii) the Conditions to effectiveness not having been satisfied on or before the Long-stop Date;
- (2) by the Offeror, if the Company commits a material breach of the representations, warranties and undertakings under the Merger Agreement or any other agreement related to the Merger Agreement which has a material adverse impact on the Merger and such breach is not remedied by the Company within 30 days following written notice from the Offeror; or
 - (3) by the Company, if the Offeror commits a material breach of the representations, warranties and undertakings under the Merger Agreement or any other agreement related to the Merger Agreement which has a material adverse impact on the Merger and such breach is not remedied by the Offeror within 30 days following written notice from the Company.

In addition, as set out in the paragraphs headed “*Pre-Condition to the Merger Agreement Becoming Effective*” and “*Conditions to implementation*” above in this section, the Merger Agreement will be automatically terminated in any of the following circumstances:

- (1) the Pre-Condition is not satisfied by the Long-stop Date; or
- (2) the Conditions to implementation are not satisfied or if applicable, waived, by the Long-stop Date.

As at the date of this joint announcement, none of the Pre-Condition and the Conditions has been fulfilled or waived.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror and the Company may only invoke any or all of the conditions (1) to (3) set out in the paragraph headed “*Conditions to implementation*” in this section or terminate the Merger Agreement in accordance with the paragraph headed “*Termination*” in this section as a basis for not proceeding with the Merger only if the circumstances which give rise to the right to invoke any such condition or termination right are of material significance to the Offeror in the context of the Merger.

4. CANCELLATION PRICE

Comparisons of value

The Cancellation Price is HK\$2.25 per H Share and RMB1.923795 per Domestic Share (the RMB equivalent of the Cancellation Price of HK\$2.25 per H Share based on the Exchange Rate).

The Cancellation Price per H Share represents:

- (a) a premium of approximately 55.17% over the closing price per H Share of approximately HK\$1.45 on the Stock Exchange on the Last Trading Date;
- (b) a premium of approximately 97.37% over the closing price per H Share of approximately HK\$1.14 on the Stock Exchange on the Last Full Trading Date;
- (c) a premium of approximately 84.43% over the average closing price of approximately HK\$1.22 per H Share based on the daily closing prices of H Shares as quoted on the Stock Exchange for the five consecutive trading days immediately prior to and including the Last Trading Date;
- (d) a premium of approximately 100.89% over the average closing price of approximately HK\$1.12 per H Share based on the daily closing prices of H Shares as quoted on the Stock Exchange for the ten consecutive trading days immediately prior to and including the Last Trading Date;
- (e) a premium of approximately 150.00% over the average closing price of approximately HK\$0.90 per H Share based on the daily closing prices of H Shares as quoted on the Stock Exchange for the 60 consecutive trading days immediately prior to and including the Last Trading Date;
- (f) a premium of approximately 155.68% over the average closing price of approximately HK\$0.88 per H Share based on the daily closing prices of H Shares as quoted on the Stock Exchange for the 90 consecutive trading days immediately prior to and including the Last Trading Date;
- (g) a premium of approximately 158.62% over the average closing price of approximately HK\$0.87 per H Share based on the average closing price of H Shares on the Stock Exchange for the 180 consecutive trading days immediately prior to and including the Last Trading Date; and
- (h) a discount of approximately 14.77% to the Company's audited net asset value attributable to the Shareholders per Share of approximately HK\$2.64 as at 31 December 2021, based on the exchange rate of HK\$1: RMB0.81760, being the median exchange rate on 31 December 2021 as announced by SAFE.

The Cancellation Price will not be increased and the Offeror does not reserve the right to do so.

Highest and lowest prices

During the six-month period immediately up to and including the Last Trading Day, the highest closing price of the H Shares as quoted on the Stock Exchange was HK\$1.45 on 26 May 2022 and the lowest closing price of the H Shares as quoted on the Stock Exchange was HK\$0.76 on 15 March 2022.

Funding for the Merger

On the basis of (i) the Cancellation Price of HK\$2.25 per H Share and RMB1.923795 per Domestic Share (the RMB equivalent of the Cancellation Price of HK\$2.25 per H Share based on the Exchange Rate), (ii) 986,700,000 H Shares and 1,739,500,000 Domestic Shares in issue as at the date of this joint announcement, (iii) the payment of the Cancellation Price for 141,264,000 H Shares held directly by Shia Ning Shipping being agreed to be postponed to a later date to be agreed between the Offeror and Shia Ning Shipping as described in the section headed “3. *PRINCIPAL TERMS OF THE MERGER AGREEMENT*” above, and (iv) the Cancellation Price for 1,721,200,000 Domestic Shares held directly by Xiamen Port Holding being satisfied through the issuance of the registered capital of the Offeror as described in the section headed “3. *PRINCIPAL TERMS OF THE MERGER AGREEMENT*” above, the aggregate amount of the Cancellation Price required to be paid by the Offeror to cancel (i) the H Shares held by H Shareholders (other than Shia Ning Shipping as described above) and (ii) the Domestic Shares held by the Domestic Shareholders (other than Xiamen Port Holding as described above) is HK\$1,902,231,000.00 and RMB35,205,448.50 respectively.

Shia Ning Shipping, a wholly-owned subsidiary of Xiamen Port Holding, has undertaken with the Offeror to pay on its behalf the total consideration for cancellation of the H Shares (other than the Cancellation Price payable for the H Shares held directly by Shia Ning Shipping, the payment of which has been agreed by Shia Ning Shipping to be postponed to a later date to be agreed between the Offeror and Shia Ning Shipping, as described above).

The payment of the total consideration will be financed by committed facilities in the aggregate amount of HK\$2,000,000,000 obtained by Shia Ning Shipping and/or internal resources (including intra-group borrowings from Xiamen Port Holding and its subsidiaries).

The Offeror has appointed CICC as its financial adviser in connection with the Merger. CICC is satisfied that sufficient financial resources are available to the Offeror for the satisfaction of the Offeror’s obligations in respect of the full implementation of the Merger (excluding the Cancellation Price payable to Shia Ning Shipping which the parties have agreed to be paid on a later date and to Xiamen Port Holding in the form of registered capital of the Offeror).

5. REASONS AND BENEFITS OF THE MERGER

The reasons and benefits of the Merger include:

- (1) **The current function of the Company as a listed platform for offshore financing is restricted:** As the Company's H Shares have been trading at a relatively low price range with sluggish trading volume for most of the time, the ability of the Company to raise funds from the offshore capital markets has come under a certain degree of restriction, making it more difficult to make use of equity financing to provide sources of available funds to finance its business development, and to support the Offeror's and the Company's development strategies;
- (2) **The Merger will be favourable to the long-term development of business:** The Company is a core business of Xiamen Port Holding. The Merger will enhance the Offeror's and Xiamen Port Holding's comprehensive consolidation and integration of the Company's operations, giving the Offeror and Xiamen Port Holding more flexibility and higher efficiency in supporting the long-term business development of the Company, which in turn will enable the Offeror and Xiamen Port Holding to realise its own long-term development strategy;
- (3) **The delisting of the H Shares offers the H Shareholders an excellent exit opportunity to dispose of the H Shares in relatively low liquidity with a premium:** The Cancellation Price represents a premium over the market price of H Shares of the Company as disclosed in paragraph headed "*Comparisons of value*" in the section headed "**4. CANCELLATION PRICE**" above. Therefore, the Merger, if implemented, could offer the H Shareholders a valuable opportunity to immediately realise their investments in the Company with an attractive premium and reallocate the proceeds from the disposal of the H Shares to alternative investment opportunities with more liquidity.

The Board (other than members of the Independent Board Committee, whose views will be given after receiving the opinion of the Independent Financial Adviser) is of the view that the terms of the Merger are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

6. INFORMATION ON THE OFFEROR AND THE COMPANY

(1) Information on the Offeror

The Offeror is a company incorporated in the PRC with limited liability on 17 July 2020. The Offeror is incorporated by Xiamen Port Holding for the purpose of the Merger and its scope of business, as stated in its business licence, includes management as corporate headquarter; information consulting services (except with respect to the category of information for which approval is required); loading, unloading and transportation; and port operations. The Offeror has not carried out any business since its incorporation and does not have any business as at the date of this joint announcement.

The Offeror is wholly-owned by Xiamen Port Holding, which is in turn wholly-owned by Fujian Port Group (which is itself controlled by the Fujian SASAC).

(2) Information on the Company

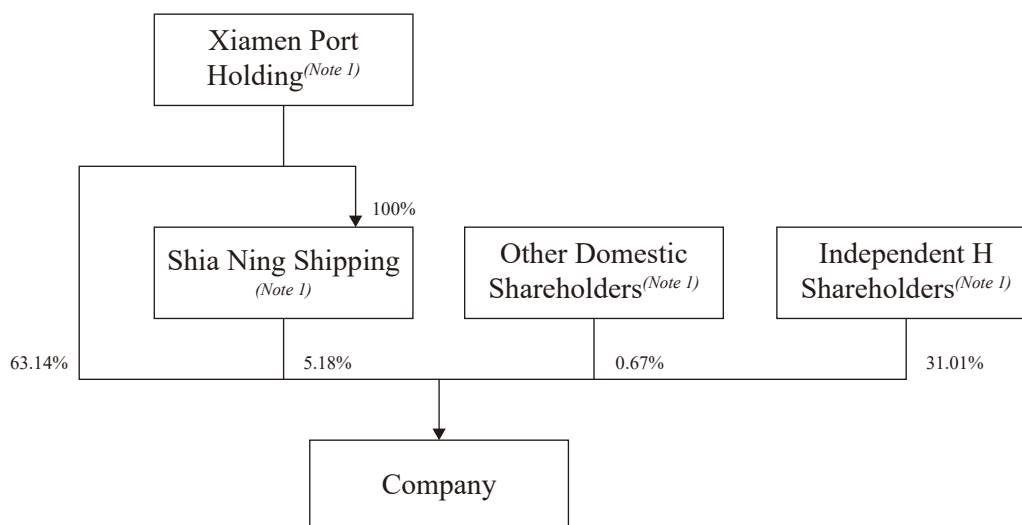
The Company, a state-owned enterprise, is a joint stock company incorporated in the PRC with limited liability. The Group is primarily engaged through the relevant terminals in Dongdu port area and Haicang port area of Xiamen, Qingzhou operating area in Fuzhou and Quanzhou port, in (i) container, bulk and general cargo loading and unloading and storage businesses; (ii) comprehensive port logistic services, including port-related logistics, shipping agency, tugboat berthing and unberthing services, tallying; and (iii) trading of merchandise.

The Company is owned directly and indirectly as to approximately 68.32% by Xiamen Port Holding, among which, approximately 63.14% is held by Xiamen Port Holding directly and approximately 5.18% by Shia Ning Shipping, an indirect wholly-owned subsidiary of Xiamen Port Holding.

(3) Shareholding in the Company

As at the date of this joint announcement, relevant securities of the Company in issue comprise 2,726,200,000 Shares, of which 986,700,000 are H Shares and 1,739,500,000 are Domestic Shares.

Set out below is the shareholding structure of the Company as at the date of this joint announcement:



Notes:

1. The Shares directly held by Xiamen Port Holding and other Domestic Shareholders are Domestic Shares. The Shares held by Shia Ning Shipping and the Independent H Shareholders are H Shares.
2. The percentages in the diagram above are expressed as percentages of the total issued Shares of the Company.
3. CICC is the financial adviser to the Offeror in respect of the Merger. Accordingly, CICC and members of the CICC group are presumed to be acting in concert with the Offeror in respect of shareholdings of the CICC group in the Company in accordance with class (5) of the definition of "acting in concert" under the Takeovers Code, excluding the Shares held on behalf of non-discretionary investment clients (for the avoidance of doubt, members

of the CICC group which are exempt principal trader(s) or exempt fund manager(s), in each case recognised by the Executive as such for the purposes of the Takeovers Code and connected for the sole reason that they are under the same control as CICC, are not considered to be acting in concert with the Offeror). As at the date of this joint announcement, except for Shares held on behalf of non-discretionary investment clients and Shares held by member(s) of the CICC group acting in the capacity of exempt principal trader(s) and/or exempt fund manager(s), members of the CICC group did not own or control any Shares or any other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company. Notwithstanding the above, Shares held by any such exempt principal traders will not be voted at the EGM or the H Shareholders' Class Meeting unless the Executive allows such Shares to be so voted.

As at the date of this joint announcement, the Offeror does not own any Share. Xiamen Port Holding, which directly holds and beneficially owns the entire equity interest of the Offeror, directly holds and beneficially owns 1,721,200,000 Domestic Shares and, through Shia Ning Shipping, 141,264,000 H Shares, representing approximately 63.14% and approximately 5.18% of the voting interests in the Company respectively, and together representing approximately 68.32% of the voting interests in the Company.

As at the date of this joint announcement, there are no outstanding options, warrants or convertible securities issued by the Company.

(4) Rights and interests in the securities of the Offeror and Shares and respective derivatives

As at the date of this joint announcement:

- (i) save as disclosed in paragraph headed “*Shareholding in the Company*” in this section above, there is no existing holding of voting rights and rights over Shares which the Offeror or Xiamen Port Holding owns or over which either of them has control or direction;
- (ii) save as disclosed in paragraph headed “*Shareholding in the Company*” in this section above, there is no existing holding of voting rights and rights over Shares which is owned or controlled or directed by any person acting in concert with the Offeror or Xiamen Port Holding (except those which are exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code and also excluding Shares held on behalf of non-discretionary investment clients of the CICC group);
- (iii) there is no existing holding of voting rights and rights over Shares in respect of which the Offeror, Xiamen Port Holding or any person acting in concert with either of them has received an irrevocable commitment in relation to the voting of the resolutions in respect of the Merger;
- (iv) there is no existing holding of voting rights and rights over Shares in respect of which the Offeror, Xiamen Port Holding or any person acting in concert with either of them (except those which are exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code and also excluding Shares held on behalf of non-discretionary investment clients of the CICC group) holds convertible securities, warrants or options;

- (v) there is no outstanding derivative in respect of securities in the Company entered into by the Offeror, Xiamen Port Holding or any person acting in concert with either of them (except those which are exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code and also excluding derivatives held on behalf of non-discretionary investment clients of the CICC group);
- (vi) save for the Merger Agreement and the transactions contemplated thereunder, there is no arrangement (whether by way of option, indemnity or otherwise) in relation to the securities of the Offeror or the Shares and which might be material to the Merger;
- (vii) there is no agreement or arrangement (other than the Merger Agreement and the transactions contemplated thereunder) to which the Offeror or Xiamen Port Holding is a party which relates to the circumstances in which either of them may or may not invoke or seek to invoke a pre-condition or condition of the Merger; and
- (viii) there are no relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Offeror, Xiamen Port Holding or any person acting in concert with either of them has borrowed or lent.

There is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between (i) any Shareholder; and (ii)(a) the Offeror, Xiamen Port Holding and any person acting in concert with either of them or (b) the Company, its subsidiaries or associated companies.

There is no other consideration, compensation or benefit in any form paid or to be paid by the Offeror, Xiamen Port Holding and any person acting in concert with either of them in relation to the Merger, other than the Cancellation Price and the issue of the Offeror's registered capital.

7. BOARD APPROVAL, INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

The Board approved the Merger and its related matters at its board meeting on 2 June 2022.

The Board has established the Independent Board Committee, consisting of Mr. Lin Pengjiu, Mr. Jin Tao, Mr. Ji Wenyuan and Mr. Li Maoliang, being all of the independent non-executive Directors. Such committee will advise the Independent Shareholders as to: (a) whether the terms of the Merger is fair and reasonable for the purpose of the Takeovers Code; and (b) whether to vote in favour of or against the Merger at the EGM and the H Shareholders' Class Meeting.

None of the non-executive Directors, namely Mr. Chen Zhiping, Mr. Fu Chengjing, Mr. Huang Zirong and Ms. Bai Xueqing, is considered eligible to participate in the Independent Board Committee to advise the Independent Shareholders in respect of the Merger due to the following reasons: (i) Mr. Chen Zhiping is the chairman of Fujian Port Group; (ii) Mr. Fu Chengjing was a former director, deputy general manager and chief accountant of Xiamen Port

Holding and has recently retired from the aforementioned positions; (iii) Mr. Huang Zirong is the chief engineer of Xiamen Port Holding; and (iv) Ms. Bai Xueqing is the deputy general manager of Xiamen Port Holding.

The Independent Financial Adviser will be appointed by the Independent Board Committee to provide advice to it in respect of the Merger. An announcement will be made by the Company as soon as possible after the appointment of such independent financial adviser. The Independent Board Committee is evaluating the Merger and its views and recommendations will be set out in the Composite Document to be despatched to the H Shareholders.

8. PROPOSED WITHDRAWAL OF LISTING OF H SHARES

Upon satisfaction of the Pre-Condition and all the Conditions to effectiveness, the Company will apply to the Stock Exchange for voluntary withdrawal of the listing of the H Shares from the Stock Exchange pursuant to Rule 6.15 of the Listing Rules.

The Company will issue separate announcement(s) notifying H Shareholders of the proposed withdrawal of listing and the exact dates and relevant arrangements for the last day for dealing in H Shares on the Stock Exchange as well as when the formal delisting of the H Shares will become effective.

The listing of the H Shares on the Stock Exchange will not be withdrawn if the Merger is not approved or lapses or does not become unconditional for any reason.

9. EGM AND H SHAREHOLDERS' CLASS MEETING AND THE COMPOSITE DOCUMENT

The Company will convene the EGM and the H Shareholders' Class Meeting for the Shareholders and the H Shareholders respectively, to consider and, if thought fit, approve matters including the Merger. The Composite Document containing, amongst others, (i) further details of the Merger and the Merger Agreement and other matters in relation to the Merger; (ii) a letter of advice issued by the Independent Financial Adviser to the Independent Board Committee; and (iii) recommendations and advice from the Independent Board Committee, together with a notice of the EGM, a notice of the H Shareholders' Class Meeting and proxy form are expected to be despatched to H Shareholders within seven days after satisfaction of the Pre-Condition. The Offeror will apply to the Executive for its consent under Note 2 to Rule 8.2 of the Takeovers Code to permit the Composite Document to be posted within seven days after satisfaction of the Pre-Condition, or on or before 7 May 2023, whichever is the earlier.

10. RESPONSIBILITIES OF STOCKBROKERS, BANKS AND OTHER INTERMEDIARIES

In accordance with Rule 3.8 of the Takeovers Code, associates (including persons holding 5% or more of a class of relevant securities of the Offeror and the Company) of the Offeror and the Company are hereby reminded to disclose their dealings in any shares in the Offeror and the Company pursuant to the requirements of the Takeovers Code.

In accordance with Rule 3.8 of the Takeovers Code, reproduced below is the full text of Note 11 to Rule 22 of the Takeovers Code:

“Responsibilities of stockbrokers, banks and other intermediaries

Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than HK\$1 million.

This dispensation does not alter the obligations of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”

11. NUMBER OF RELEVANT SECURITIES IN ISSUE

As at the date of this joint announcement, the relevant securities of the Company in issue are 2,726,200,000 Shares, which comprise 986,700,000 H Shares and 1,739,500,000 Domestic Shares.

As at the date of this joint announcement, the relevant securities of the Offeror in issue are RMB10,000,000 in the registered capital of the Offeror, all of which are held by Xiamen Port Holding.

12. RESUMPTION OF TRADING

At the request of the Company, trading in the H Shares on the Stock Exchange was halted from 10:00 a.m. on 26 May 2022. An application has been made by the Company to the Stock Exchange for the resumption of trading in the H Shares from 9:00 a.m. on 6 June 2022.

13. WARNING

The Pre-Condition and the Conditions to effectiveness must be satisfied before the Merger Agreement becoming effective. The Merger Agreement becoming effective is therefore a possibility only. Further, Shareholders and potential investors in the securities of the Company should be aware that the Merger is subject to the Conditions to implementation set out in this joint announcement being satisfied or waived, as applicable. Neither the Offeror nor the Company provides any assurance that any or all Conditions or Pre-Condition can be satisfied, and thus the Merger Agreement may or may not become effective or, if effective, may or may not be implemented or completed. Shareholders and potential investors in the securities of the Company should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action to take and the implications arising from the Merger should consult their stockbroker, bank manager, solicitor or other professional advisers (including tax adviser regarding the tax consequences of the cancellation of the Shares and the implementation of the Merger).

14. DEFINITIONS

In this joint announcement, unless the context otherwise requires, the following expressions shall have the meanings set out below:

“Articles”	the articles of association of the Company (including the rules of procedures for shareholders’ general meetings and the rules of procedures for board meetings);
“Board”	board of Directors;
“business day”	a day on which the Stock Exchange is open for the transaction of business;
“Cancellation Price”	the cancellation price of HK\$2.25 per H Share and RMB1.923795 per Domestic Share payable in cash by the Offeror to the Shareholders (other than Xiamen Port Holding as described in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ” above);
“CICC”	China International Capital Corporation Hong Kong Securities Limited, the financial adviser to the Offeror. CICC is a licensed corporation under the SFO, licensed to carry out Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities;

“Company” or “Xiamen International Port”	Xiamen International Port Co., Ltd* (廈門國際港務股份有限公司), a joint stock limited company incorporated in the PRC with limited liability, whose H Shares are listed and traded on the Stock Exchange (Stock Code: 3378);
“Composite Document”	the document to be issued by or on behalf of the Offeror and the Company to all Shareholders in accordance with the Takeovers Code containing, among others, details of the Merger, as may be revised or supplemented as appropriate;
“Conditions”	has the meaning given to it in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ”;
“Conditions to effectiveness”	has the meaning given to it in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ”;
“Conditions to implementation”	has the meaning given to it in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ”;
“Consenting Shareholders”	has the meaning given to it in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ”;
“Consideration”	the consideration payable by the Offeror for cancellation of the Shares, as detailed in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ”;
“CSRC”	the Securities Regulatory Commission of the PRC;
“Declaration Period”	a period commencing on the date on which the Merger is approved at the EGM and (if applicable) the H Shareholders’ Class Meeting and expiring on the fifth (5th) business day from (and including) the aforesaid commencement date, during which any Dissenting Shareholder may declare to exercise its right;
“Delisting Date”	the date on which the listing of the Company on the Stock Exchange has been withdrawn;
“Director(s)”	director(s) of the Company;
“Dissenting Shareholder”	a Shareholder who has validly voted against the resolutions in respect of the Merger at the EGM or (if applicable) the H Shareholders’ Class Meeting and has requested the Company or the Consenting Shareholders to acquire its Shares at a “fair price”;

“Domestic Share(s)”	the domestic shares of the Company, with a RMB denominated par value of RMB1.00 each, representing approximately 63.81% of the issued share capital of the Company as at the date of this joint announcement;
“Domestic Shareholder(s)”	the holder(s) of Domestic Share(s);
“EGM”	the extraordinary general meeting of the Company to be convened, or any adjournment thereof, to consider and, if thought fit, approve the Merger Agreement, the Merger and relevant arrangements;
“Exchange Rate”	the exchange rate of HK\$1:RMB0.85502, which is the central parity rate of RMB to Hong Kong Dollar as at the date of this joint announcement as announced by the People’s Bank of China;
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director;
“Exercise Date”	the date on which the Company and/or the Consenting Shareholders (or the Offeror, if so elected by the Company and/or the Consenting Shareholders) pays cash consideration to Dissenting Shareholders who exercise their right to acquire the Shares held and effectively declared by them at “fair price”, which will be decided and announced by the Company;
“Fujian Port Group”	Fujian Province Port Group Limited Liability Company* (福建省港口集團有限責任公司), a company incorporated in the PRC and controlled by the Fujian SASAC;
“Fujian SASAC”	the State-owned Assets Supervision and Administration Commission of the People’s Government of Fujian Province, which is the authority for supervision and administration of state-owned assets in the Fujian Province;
“Group”	the Company and its subsidiaries;
“H Share(s)”	the ordinary shares issued by the Company, with a RMB denominated par value of RMB1.00 each, which are subscribed for and paid up in Hong Kong dollars and are listed and traded on the Stock Exchange, representing approximately 36.19% of the issued share capital of the Company as at the date of this joint announcement;
“H Shareholder(s)”	the holder(s) of H Shares;

“H Shareholders’ Class Meeting”	class meeting of the Company to be convened for H Shareholders, or any adjournment thereof, to consider and, if thought fit, approve the Merger Agreement, the Merger and relevant arrangements;
“HK\$” or “Hong Kong Dollar”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Board Committee”	the independent board committee established by the Company for the purposes of considering the Merger, which comprises Mr. Lin Pengjiu, Mr. Jin Tao, Mr. Ji Wenyuan and Mr. Li Maoliang, being all of the independent non-executive Directors;
“Independent Financial Adviser”	the independent financial adviser to be appointed by the Independent Board Committee to advise the Independent Board Committee and the Independent Shareholders in respect of (among others) the Merger;
“Independent Shareholders”	Shareholders other than the Offeror, Xiamen Port Holding and their respective concert parties (including Shia Ning Shipping);
“Independent H Shareholders”	H Shareholders other than the Offeror, Xiamen Port Holding and their respective concert parties (including Shia Ning Shipping);
“Last Full Trading Date”	25 May 2022, the last full trading day prior to the suspension of trading in the H Shares on the Stock Exchange respectively pending the issue of this joint announcement;
“Last Trading Date”	26 May 2022, the last trading day prior to the suspension of trading in the H Shares on the Stock Exchange respectively pending the issue of this joint announcement;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Long-stop Date”	30 April 2023, being the last date the Pre-Condition, the Conditions to effectiveness and the Conditions to implementation can be satisfied, unless the Offeror and the Company otherwise agree, subject to the consent of the SFC;
“Merger”	the proposed merger by absorption of the Company by the Offeror in accordance with the PRC Company Law and other applicable PRC Laws as contemplated under the Merger Agreement;

“Merger Agreement”	the merger agreement entered into between the Offeror and the Company on 2 June 2022 in relation to the Merger;
“MoC”	the Ministry of Commerce of the PRC (or its local authority, as applicable);
“NDRC”	the National Development and Reform Commission of the PRC (or its local authority, as applicable);
“Offer Period”	has the meaning ascribed to it under the Takeovers Code, being the period commencing on 2 June 2022 (the date of this joint announcement) and ending on the Delisting Date or the date on which the Merger is not approved or otherwise lapses, whichever is earlier;
“Offeror” or “Xiamen Port Investment”	Xiamen Port Investment Operation Co., Ltd.* (廈門港務投資運營有限公司), a company incorporated in the PRC with limited liability which is wholly-owned by Xiamen Port Holding;
“Payment Date”	the date of payment of the Consideration to all H Shareholders (other than Shia Ning Shipping) and all Domestic Shareholders;
“PRC” or “China”	the People’s Republic of China, which for the purposes of this joint announcement does not include Hong Kong, the Macau Special Administrative Region and Taiwan unless the context otherwise specifies;
“PRC Company Law”	the Company Law of the PRC, as amended, supplemented or otherwise modified from time to time;
“PRC Laws”	any and all laws, regulations, statutes, rules, decrees, notices, and supreme court’s judicial interpretations as may be in force and publicly available in the PRC from time to time;
“Pre-Condition”	has the meaning given to it in the section headed “3. <i>PRINCIPAL TERMS OF THE MERGER AGREEMENT</i> ”;
“RMB”	Renminbi, the lawful currency of the PRC;
“SAFE”	the State Administration of Foreign Exchange of the PRC (or its local authority, as applicable);
“SFC”	the Securities and Futures Commission of Hong Kong;
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as revised, supplemented or otherwise modified from time to time);

“Shareholders”	H Shareholders and Domestic Shareholders;
“Shares”	collectively, H Shares and Domestic Shares;
“Shia Ning Shipping”	Shia Ning Shipping Company Limited (廈鈴船務有限公司), a company incorporated in Hong Kong with limited liability and an indirectly wholly-owned subsidiary of Xiamen Port Holding, which directly holds approximately 5.18% of the Company’s issued share capital as at the date of this joint announcement;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Takeovers Code”	the Codes on Takeovers and Mergers published by the SFC (as revised, supplemented or otherwise modified from time to time);
“trading day”	a day on which the Stock Exchange is open for dealing or trading in securities;
“United States” or “U.S.”	the United States of America, its territories and possessions, any State of the United States and the District of Columbia;
“U.S. Exchange Act”	the U.S. Securities Exchange Act of 1934, as amended;
“Xiamen Port Holding”	Xiamen Port Holding Group Co., Ltd.* (廈門港務控股集團有限公司), a state-owned enterprise wholly-owned by Fujian Port Group (which is in turn controlled by the Fujian SASAC), which directly and indirectly holds (i) 100% of the shares of the Offeror and (ii) approximately 68.32% of the Company’s issued share capital, as at the date of this joint announcement; and
“%”	per cent.

By order of the sole director of
Xiamen Port Investment Operation Co., Ltd.*
Mr. Liu Xiang
Sole Director

By order of the board of
Xiamen International Port Co., Ltd.*
Mr. Cai Liqun
Chairman

Xiamen, the PRC, 2 June 2022

As at the date of this joint announcement, the Offeror's sole director is Mr. Liu Xiang. The sole director of the Offeror accepts full responsibility for the accuracy of the information contained in this joint announcement (other than in relation to the Company or the Directors) and confirms, having made all reasonable enquiries, that to the best of his knowledge, opinions expressed in this joint announcement (other than those expressed by the Company or the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

As at the date of this joint announcement, the board of directors of Xiamen Port Holding comprises Mr. Cai Liqun, Mr. Yang Jinchang, Mr. Zhang Xianwen, Mr. Zheng Cenglin and Ms. Zhou Min. The directors of Xiamen Port Holding jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than in relation to the Company or the Directors) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Company or the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

As at the date of this joint announcement, the executive Directors are Mr. Cai Liqun, Mr. Chen Zhaohui, Mr. Lin Fuguang and Mr. Chen Zhen; the non-executive Directors are Mr. Chen Zhiping, Mr. Fu Chengjing, Mr. Huang Zirong and Ms. Bai Xueqing; and the independent non-executive Directors are Mr. Lin Pengjiu, Mr. Jin Tao, Mr. Ji Wenyuan and Mr. Li Maoliang. The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than in relation to the Offeror, Xiamen Port Holding or their respective directors) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Offeror, Xiamen Port Holding or their respective directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement the omission of which would make any of the statements in this joint announcement misleading.

** For identification purposes only*