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安徽海螺水泥股份有限公司

ANHUI CONCH CEMENT COMPANY LIMITED

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

(Stock Code: 00914)

**CONNECTED TRANSACTION -
ENTERING INTO THE PARTNERSHIP AGREEMENTS FOR
INVESTMENT IN PARTNERSHIP FUND**

INVESTMENT IN THE PARTNERSHIP FUND

The Board is pleased to announce that, on 6 June 2023 (after trading hours), the Company (as a limited partner) entered into the Partnership Agreement (as supplemented by the Supplemental Agreement) with one general partner and five other limited partners for the investment in the Partnership Fund as a limited partnership. Pursuant to the Partnership Agreement, the total capital contribution amount of the Partnership Fund is RMB5 billion, of which, the Company agreed to contribute RMB1.5 billion as a limited partner. Haitong Capital is the general partner, Executive Partner and Fund Manager of the Partnership Fund. The Partnership Fund will not be accounted for as a subsidiary of the Company and its financial results will not be consolidated into the accounts of the Company.

LISTING RULES IMPLICATIONS

Conch Capital is one of the limited partners of the Partnership Fund, and it agreed to contribute RMB0.5 billion to the Partnership Fund. Conch Capital is a wholly-owned subsidiary of Conch Holdings (among which 95% of Conch Capital's equity interest is held by Conch Holdings and the remaining 5% equity interest of Conch Capital is held by Anhui Conch Technology Materials Company Limited, a wholly-owned subsidiary of Conch Holdings). Conch Holdings is a controlling shareholder of the Company, Conch Capital is an associate of Conch Holdings and hence a connected person of the Company under Chapter 14A of the Listing Rules. Therefore, the entering into of the Partnership Agreement and the Supplemental Agreement and the transactions contemplated thereunder constitute connected transactions for the Company under Chapter 14A of the Listing Rules.

As each of the applicable percentage ratios (other than the profits ratio) calculated pursuant

to Chapter 14 of the Listing Rules in respect of the Company’s capital contribution amount to the Partnership Fund is more than 0.1% but less than 5%, pursuant to Rule 14A.76(2) of the Listing Rules, the entering into of the Partnership Agreement and the Supplemental Agreement and the transactions contemplated thereunder are subject to the annual review and disclosure requirements, and are exempt from the independent shareholders’ approval requirement.

BACKGROUND

The Board is pleased to announce that, on 6 June 2023 (after trading hours), the Company (as a limited partner) entered into the Partnership Agreement (as supplemented by the Supplemental Agreement) with one general partner and five other limited partners for the investment in the Partnership Fund as a limited partnership.

Pursuant to the Partnership Agreement, the total capital contribution amount of the Partnership Fund is RMB5 billion, of which, the Company agreed to contribute RMB1.5 billion as a limited partner. Haitong Capital is the general partner, executive partner (“**Executive Partner**”) and fund manager (“**Fund Manager**”) of the Partnership Fund. The Partnership Fund will not be accounted for as a subsidiary of the Company and its financial results will not be consolidated into the accounts of the Company.

THE PARTNERSHIP AGREEMENT

Key terms of the Partnership Agreement are summarized as follows:

Date:

6 June 2023

Parties:

- (1) Haitong Capital (as the general partner);
- (2) the Company (as a limited partner);
- (3) Conch Capital (as a limited partner);
- (4) Wuhu Industrial Investment (as a limited partner);
- (5) High New Fund (as a limited partner);
- (6) Zhenye Investment (as a limited partner); and
- (7) Ningbo Shangyi (as a limited partner)

Name of the Partnership Fund:

Anhui Conch Haitong Industrial Internet Master Fund Partnership (Limited Partnership) (安徽海螺海通工業互聯網母基金合夥企業(有限合夥)) (tentative name, the final name shall be subject to approval by the relevant business registration authority).

Establishment and Nature of the Partnership Fund:

The Limited Partnership was established and registered on 17 June 2022 as a limited partnership in the PRC. At its establishment, the registered capital of the Limited Partnership was RMB500 million which shall be contributed by Conch Holdings as to RMB490 million (representing 98% of its then registered capital) and by Conch Capital as to RMB10 million (representing 2% of its then registered capital). Since its establishment and up to the date of this announcement, the Limited Partnership has not commenced any business operation. Upon completion of the registration of the relevant change of Partners and amount of capital contribution of the Limited Partnership, the Limited Partnership shall be a private equity investment fund registered as a limited partnership. The Fund Manager shall procure the filing and registration of the Partnership Fund with the AMAC prior to the commencement of its investment activities.

Business Scope of the Partnership Fund:

The business scope of the Partnership Fund includes engaging in activities such as equity investment, investment management and asset management as a private fund (the final business scope shall be subject to approval by the business registration authority as the permitted business scope).

Capital Contribution to the Partnership Fund and Payment Method:

Under the Partnership Agreement, the capital contribution payable by each of the Partners is set forth below:

Partners	Amount of capital contribution (RMB'000)	Proportion of capital contribution
<i>General Partner</i>		
Haitong Capital	1,900,000	38%
<i>Limited Partners</i>		
the Company	1,500,000	30%
Conch Capital	500,000	10%
Wuhu Industrial Investment	500,000	10%
High New Fund	250,000	5%
Zhenye Investment	250,000	5%
Ningbo Shangyi	100,000	2%
Total	5,000,000	100%

The capital contribution amount of the Partnership Fund was determined after arm's length negotiation among the Partners with reference to the estimated project funding requirements of the Partnership Fund (including the scale of the proposed investment plans of the Partnership Fund in Wuhu City of Anhui Province and its sub-regions as set forth in the Supplemental Agreement and summarized in the section headed "THE SUPPLEMENTAL AGREEMENT" below) and the proportionate interests of the Partners therein. The Company will finance its share of the capital contribution amount with its internal source of fund.

The total amount of capital contribution in the sum of RMB5 billion shall be paid in Renminbi cash in three phases on or before 31 December 2028, among which RMB1.5 billion shall be paid in the first phase, RMB1.5 billion shall be paid in the second phase and RMB2 billion shall be paid in the third phase. Capital contribution in each phase shall be made by the Partners by installments on such payment date and in such amount as specified in the written payment notice to be given by the Fund Manager not less than 30 days in advance of each payment. The first installment payment of the first phase of capital contribution shall amount to RMB600 million in total, which shall be paid before the filing and registration of the Partnership Fund with the AMAC, and the date and amount of each subsequent installment payment of capital contribution shall be determined based on the usage of the investment fund.

Investment Direction, Mode of Investment and Region:

The investment direction of the Partnership Fund and its sub-funds to be established shall be focused on investing in projects with strong growth potential within the "Industrial Internet+ (工業互聯網+)" ecological platform, including intelligent manufacturing, industrial platforms, industrial software, industrial supply chain, industry application solutions, industrial internet hardware, blockchain, cloud computing, Internet of Things, artificial intelligence, 5G, and other related fields.

The Partnership Fund shall set up sub-funds to make investments and the Partnership Fund itself will not invest directly in projects as a general principle. In situations where direct investment is necessary, the amount of direct investment of the Partnership Fund shall be limited to no more than 10% of the paid-in capital contribution amount of the Partnership Fund.

The total amount to be invested in enterprises in Anhui Province by the sub-funds of the Partnership Fund shall not be less than 60% of the actual investment amount of all the sub-funds in aggregate. Please also refer to the paragraph headed "THE SUPPLEMENTAL AGREEMENT – Designated Investment Plans in Wuhu City of the Anhui Province and its sub-regions" in this announcement below as to designated investment plans of the Partnership Fund in Wuhu City of Anhui Province and its sub-regions.

Duration of the Partnership Fund:

The term (“**Term**”) of the Partnership Fund shall be 11 years from the date of completing the registration of the relevant change of Partners and amount of capital contribution of the Partnership Fund, comprising six years (i.e. 72 months) of investment period (“**Investment Period**”) commencing from such date of registration of change, followed by five years (i.e. 60 months) of exit period (“**Exit Period**”) commencing from the next day after the end of the Investment Period. The Term of the Partnership Fund may be extended upon the approval of all Partners in general meeting(s) of the Partners for a maximum of two phases with each phase for extension up to one year (including one year), and the extension period shall not exceed a total of two years (including two years) (“**Extension Period**”).

Upon the expiry of the Term (subject to extension under the Extension Period) of the Partnership Fund, the Partnership Fund shall be dissolved. The Partnership Fund may be dissolved earlier if, among other circumstances as stipulated in the Partnership Agreement, the Partnership Fund has disposed of or otherwise exited from all its investments and upon the approval of a general meeting of the Partners.

No external investments shall be made by the Partnership Fund during the Exit Period and the Extension Period, except for investment projects which were approved during the Investment Period.

Management and Operation of the Partnership Fund:

Management of the Partnership Fund

Pursuant to the Partnership Agreement, Haitong Capital, the general partner, will act as the Executive Partner and the Fund Manager of the Partnership Fund.

The major powers and functions, among others, of the Executive Partner include, (i) to be responsible for the management, control, operation and decisions-making in relation to the business and day-to-day operations of the Partnership Fund in accordance with the Partnership Agreement; (ii) to act as the external representative of the Partnership Fund; (iii) to formulate specific rules and policies for the Partnership Fund; (iv) to convene, chair and participate in general meeting(s) of the Partners in accordance with the law and to exercise the corresponding voting rights; (v) to manage, maintain and dispose of the properties of the Partnership Fund in accordance with applicable laws and regulations and the Partnership Agreement; and (vi) to execute profit-sharing proposal in accordance with the Partnership Agreement during the Term.

The Executive Partner shall also act as the Fund Manager, who shall provide investment management services to the Partnership Fund, and be responsible for formulating and implementing investment decision and post-investment management procedures to prevent investment risks. Such procedures mainly include project selection, project evaluation and decision making, investment execution, post-investment management and exit of investments.

Limited partners shall not act as the external representative of the Partnership Fund nor operate the business of the Partnership Fund, provided that their participation of such affairs or otherwise taking part of the actions as specified in the Partnership Agreement shall not be considered as execution of the Partnership Fund's operation.

Investment Decision and Supervision of the Partnership Fund

An investment decision committee ("**Investment Decision Committee**") will be formed by the Partnership Fund pursuant to the Partnership Agreement as its decision-making body for matters such as project investment, major post-investment matters and exit decisions. The committee will consist of five members, of which the Executive Partner shall appoint three members, and each of Conch Capital and the Company shall appoint one member. The Investment Decision Committee shall have a chairperson, who shall be elected by the Executive Partner from among the committee members. Each of the other Partners, namely, Wuhu Industrial Investment, High New Fund, Zhenye Investment and Ningbo Shangyi, is entitled to appoint one observer to attend the meetings of the Investment Decision Committee and to express views on matters under consideration but has no right to vote. Each committee member of the Investment Decision Committee shall have one vote and all decisions made by the committee will require the approval of four or more members.

An advisory committee ("**Advisory Committee**") will be formed by the Partnership Fund pursuant to the Partnership Agreement to ensure rights of the limited partners as to information, supervision and related interests. The Advisory Committee shall comprise six members, who shall be appointed by each of the six limited partners of the Partnership Fund, and the member appointed by the Company or Conch Capital may act as the chairperson of the committee. Each committee member of the Advisory Committee shall have one vote and all decisions of the Advisory Committee shall be reached by a majority of votes of the committee members. Pursuant to the Partnership Agreement, matters involving (i) connected transactions between the general partner (or its related parties) and the Partnership Fund and/or (ii) investments with conflict of interests, shall be subject to the consideration and approval by the Advisory Committee.

Management Fee:

The Partnership Fund shall pay management fee ("**Management Fee**") to the Fund Manager for its provision of fund management services, which shall be calculated on an annual basis from the payment date of the first installment of the first phase of the capital contribution amount to the Partnership Fund in full.

During the Investment Period, the annual Management Fee shall be calculated at the rate of 0.5% of the total paid-in capital contribution amount made by all Partners. Total annual Management Fee for sub-funds shall not exceed 1.5% of the total paid-in capital contribution amount. During the Exit Period, the annual Management Fee shall be calculated at the rate of 0.5% of the total initial principal amount of the investments which have not been exited

(“**Non-exited Initial Amount**”). Total annual Management Fee for sub-funds shall not exceed 0.5% of the total Non-exited Initial Amount. No Management Fee will be accrued during the Extension Period.

The Management Fee shall be paid to the Fund Manager by installments as to 85% on an annual basis during the Investment Period and the Exit Period and as to the remaining 15% upon liquidation of the Partnership Fund.

Profit Allocation and Loss-sharing:

The distributable income of the Partnership Fund (after deducting taxes, outstanding partnership expenses (including Management Fee) and other payables) shall include (i) the income from direct investment projects and income allocation received from the sub-funds; (ii) the income from the management of idle funds; (iii) residue paid-in capital contribution amount which is not used for investment after the Investment Period; (iv) residual properties upon liquidation of the Partnership Fund; and (v) other miscellaneous income.

The distributable income of the Partnership Fund shall be distributed in the following orders in accordance with the terms of the Partnership Agreement:

- (1) the distributable income of the Partnership Fund shall be distributed to all Partners in proportion to their respective paid-in capital contribution amount, until the cumulative distributed amount shall have reached the total paid-in capital contribution amounts of all Partners;
- (2) the residue amount after distribution is made in accordance with paragraph (1) above shall be distributed among all Partners in proportion to their respective actual paid-in capital contribution amount, until each Partner shall have realised an annualized return of 8% on simple interest on the paid-in capital contribution amount made by such Partner (calculated on a cumulative basis); and
- (3) the residue amount after distribution is made in accordance with paragraph (2) above shall be distributed as to (a) 10% of such residue amount to the Fund Manager as performance remuneration; and (b) the remaining 90% of such residue amount to all Partners in proportion to their paid-in capital contribution amount.

Under circumstances where the Partnership Fund incurs loss, the loss shall be borne by all Partners in proportion to their paid-up capital contribution amount, the cumulative loss amount to be borne by each limited partner shall be limited to such limited partner's committed capital contribution amount, and any amount in excess thereof shall be borne by the general partner.

Other Material Terms of the Partnership Agreement:

Pledge of Interest in the Partnership Fund

Unless unanimous consent is obtained from all Partners, none of the Partners may charge, pledge or create any encumbrance over its interest or share in the Partnership Fund.

Transfer of Interest in the Partnership Fund

With the approval of the general meeting of the Partners, the general partner may transfer its interest or share in the Partnership Fund. A limited partner may (i) transfer its interest or share in the Partnership Fund to its related party (or parties) without the consent of other Partners (including the Executive Partner); (ii) transfer its interest or share in the Partnership Fund to other limited partners with the written consent of the Executive Partner; and (iii) transfer its interest or share in the Partnership Fund to third parties not being other limited partners and the related party (or parties) of the relevant transferor with the written consent of the Executive Partner and the approval of the general meeting of the Partners (subject to first right of refusal of the other Partners).

THE SUPPLEMENTAL AGREEMENT

On 6 June 2023, the same parties to the Partnership Agreement entered into the Supplemental Agreement to supplement the Partnership Agreement.

In case of any inconsistency between any terms of the Partnership Agreement and those of the Supplemental Agreement, the terms of the Supplemental Agreement shall prevail.

Key terms of the Supplemental Agreement are summarized as follows:

Date:

6 June 2023

Parties:

Same parties to the Partnership Agreement. Please refer to the paragraph headed “THE PARTNERSHIP AGREEMENT – Parties” above.

Designated Investment Plans in Wuhu City of Anhui Province and its sub-regions:

Wuhu City of Anhui Province

The total investment amounts for projects in Wuhu City of Anhui Province (“**Wuhu City**”) made by the Partnership Fund, its sub-funds and other funds managed by the Fund Manager shall be not less than two times of the aggregate amount of the paid-in capital

contribution made by Wuhu Industrial Investment, High New Fund and Zhenye Investment (collectively, “**Wuhu Investors**”) to the Partnership Fund.

Yijiang District of Wuhu City of Anhui Province

The total investment amounts for projects in Yijiang District of Wuhu City of Anhui Province (“**Yijiang District**”) made by the Partnership Fund, its sub-funds and other funds managed by the Fund Manager shall be not less than two times of the amount of paid-in capital contribution made by High New Fund to the Partnership Fund.

Jinghu District of Wuhu City of Anhui Province

The total investment amounts for projects in Jinghu District of Wuhu City of Anhui Province (“**Jinghu District**”) made by the Partnership Fund, its sub-funds and other funds managed by the Fund Manager shall be not less than two times of the amount of paid-in capital contribution made by Zhenye Investment to the Partnership Fund.

Right to Refuse Capital Contribution and Withdrawal of Partnership Interest:

If the Partnership Fund fails to satisfy the requirements of the designated investment plans of Wuhu City, Yijiang District and Jinghu District respectively in full as set forth in the Supplemental Agreement by utilizing the paid-in capital contribution in the previous phase, each of the Wuhu Investors shall have right to refuse its capital contribution to the Partnership Fund in subsequent phase(s) unless the subsequent capital contribution is proposed to be utilized in implementing the designated investment plans of the above regions. In such circumstances, each of the Wuhu Investors shall comply with its obligation as to capital contribution.

Further, in the circumstances including (among others) the failure of the Partnership Fund to commence its investment activities for a period exceeding six months after the full payment of the first installment of capital contribution by the Wuhu Investors; or the failure of the Partnership Fund to make investments in accordance with the Partnership Agreement, the Wuhu Investors shall have right to transfer their partnership interest and withdraw from the Partnership Fund.

REASONS FOR AND BENEFITS OF ENTERING INTO THE PARTNERSHIP AGREEMENT AND THE SUPPLEMENTAL AGREEMENT

The Partnership Fund shall mainly invest in the industrial internet industry, which is in line with the national strategy and industrial policy direction, and has certain development potential and prospects. The Company also believes that participation and investment in the Partnership Fund is conducive to keeping abreast of the development of industrial internet,

grasping opportunities in the digitisation industry, optimizing its investment structure and helping to transform and upgrade the industry through the integration of industry and financing. Through investment in the Partnership Fund, the Company can also strengthen its technical reserve in the industrial internet field and attract professional talents to assist the industrial development of the Company.

INFORMATION ABOUT THE PARTIES

The Group is principally engaged in the production and sales of cement, commodity clinker, aggregates and commodity concrete.

Conch Capital is a limited liability company established in the PRC. It is principally engaged in investment activities using self-owned funds and providing management services for assets invested with its self-owned funds, socio-economic consultation and enterprise management consultation services. Conch Capital is owned as to 95% by Conch Holdings and 5% by Anhui Conch Technology Materials Company Limited, which is a wholly-owned subsidiary of Conch Holdings. As at the date of this announcement, Conch Holdings is a controlling shareholder of the Company, holds about 36.40% of the total issued number of shares of the Company. Conch Holdings is beneficially owned as to 51% by Anhui SASAC (through its wholly-owned state-owned company) and 49% by China Conch Venture Holdings Limited, a company listed on the Main Board of the Stock Exchange (stock code: 586) (through a hierarchy of its direct and indirect wholly-owned subsidiaries). Conch Holdings is a limited liability company established in the PRC. It is principally engaged in asset operation, investment, financing, property rights transactions, import and export trade, production and sale of construction materials, chemical products (excluding hazardous products), electronic instruments and meters and general machinery equipment, etc.

Haitong Capital is a limited liability company established in the PRC, and registered with the AMAC as subsidiary of a securities company to engage as a private fund (證券公司私募基金子公司). It is principally engaged in equity investment business and other business activities as permitted by the China Securities Regulatory Commission. Haitong Capital is a wholly-owned subsidiary of Haitong Securities Co., Ltd., a company listed on the Main Board of the Stock Exchange (stock code: 6837) and the SSE (stock code: 600837). Haitong Securities Co., Ltd. is mainly engaged in investment activities including securities brokerage, underwriting and sponsoring, investment consultation activities, direct investment businesses, financing and securities financing businesses, external investment and establishment of subsidiaries to invest in financial products, etc.

Wuhu Industrial Investment is a limited liability company established in the PRC. It is principally engaged in venture capital, equity investment, investment consultation (excluding securities and futures consultation), investment management and asset management activities. Wuhu Industrial Investment is wholly-owned by Wuhu Yuanda Venture Capital Co., Ltd., which is in turn owned as to approximately 97% and 3% by Wuhu Construction Investment

Co., Ltd. and Wuhu Entrepreneurial (Venture) Investment Guidance Fund respectively. Wuhu Construction Investment Co., Ltd. is owned as to approximately 96% and 4% by the Wuhu SASAC and the Finance Department of Anhui Province respectively.

High New Fund is a limited liability company established in the PRC. It is principally engaged in investment activities using self-owned funds. High New Fund is owned as to 50% by each of the State-owned Assets Supervision and Administration Commission of Yijiang District of Wuhu City and Wuhu Xinma Investment Co., Ltd. respectively. Wuhu Xinma Investment Co., Ltd. is owned as to approximately 77%, 12% and 11% by the Management Committee of Wuhu Hi-New-Tech Industry Development Zone, China Agriculture Development Key Construction Fund Co., Ltd. and Wuhu Wanjiang City Construction Investment Co., Ltd. respectively.

Zhenye Investment is a limited liability company established in the PRC. It is principally engaged in investment activities using self-owned funds, venture capital and management services for assets invested with its self-owned funds. Zhenye Investment is owned as to 50% by each of the Jinghu SASAC and Wuhu Jinghu Construction Investment Co., Ltd. Wuhu Jinghu Construction Investment Co., Ltd. is owned as to approximately 81%, 17% and 2% by the Jinghu SASAC, Wuhu Wanjiang City Construction Investment Co., Ltd. and China Agriculture Development Key Construction Fund Co., Ltd. respectively.

Ningbo Shangyi is a limited liability company established in the PRC. It is principally engaged in technology development, technology consultation, technology transfer and technology service of computer software, computer software design, and enterprise management consultation services. Ningbo Shangyi is wholly-owned by Shenzhen SenseTime Technology Co., Ltd., which is indirectly wholly-owned by SenseTime Group Inc., a company listed on the Main Board of the Stock Exchange (stock code: 20). SenseTime Group Inc. is mainly engaged in the research and development of artificial intelligence software.

As at the date of this announcement, to the best of the Directors' knowledge, information and belief after making all reasonable inquiries, each of Haitong Capital, Wuhu Industrial Investment, High New Fund, Zhenye Investment and Ningbo Shangyi and their respective ultimate beneficial owners is an Independent Third Party.

LISTING RULES IMPLICATIONS

Conch Capital is one of the limited partners of the Partnership Fund, and it agreed to contribute RMB0.5 billion to the Partnership Fund. Conch Capital is a wholly-owned subsidiary of Conch Holdings (among which 95% of Conch Capital's equity interest is held by Conch Holdings and the remaining 5% equity interest of Conch Capital is held by Anhui Conch Technology Materials Company Limited, a wholly-owned subsidiary of Conch Holdings). Conch Holdings is a controlling shareholder of the Company. Conch Capital is an associate of Conch Holdings and hence a connected person of the Company under Chapter

14A of the Listing Rules. Therefore, the entering into of the Partnership Agreement and the Supplemental Agreement and the transactions contemplated thereunder constitute connected transactions for the Company under Chapter 14A of the Listing Rules.

As each of the applicable percentage ratios (other than the profits ratio) calculated pursuant to Chapter 14 of the Listing Rules in respect of the Company's capital contribution amount to the Partnership Fund is more than 0.1% but less than 5%, pursuant to Rule 14A.76(2) of the Listing Rules, the entering into of the Partnership Agreement and the Supplemental Agreement and the transactions contemplated thereunder are subject to the annual review and disclosure requirements, and are exempt from the independent shareholders' approval requirement.

According to the SSE Listing Rules, Conch Capital is also a connected party of the Company and the Company's investment in the Partnership Fund also constitutes a connected transaction. The Company has published a provisional announcement on the website of the SSE in respect of the aforesaid transaction on the same date of this announcement.

DIRECTORS' APPROVAL OF AND OPINIONS

The Partnership Agreement and the Supplemental Agreement and the transactions contemplated thereunder were approved unanimously by the Directors (including the independent non-executive Directors). During the Board meeting, Mr. Yang Jun, Mr. Wang Jianchao, Mr. Zhou Xiaochuan (as a director or senior management of Conch Holdings) and Mr. Wu Tiejun (as a director of Anhui Conch Technology Materials Company Limited) who have or are deemed to have material interest in the transaction abstained from voting on the relevant resolutions. Save as disclosed above, none of the other Directors has any material interests in the Partnership Agreement, the Supplemental Agreement and the transactions contemplated thereunder, or is required to abstain from voting in respect of the aforesaid resolutions. The Directors (including the independent non-executive Directors) are of the view that:

- (1) the terms of the Partnership Agreement, the Supplemental Agreement and the transactions contemplated thereunder are fair and reasonable, on normal commercial terms or better and in the ordinary and usual course of business of the Group, and in the interests of the Company and its shareholders as a whole;
- (2) the determination and approval procedure of the Partnership Agreement, the Supplemental Agreement and the transactions contemplated thereunder are in compliance with the Company Law of the PRC, the Listing Rules, the SSE Listing Rules and the articles of association of the Company; and
- (3) nothing in the Partnership Agreement, the Supplemental Agreement and the transactions contemplated thereunder will prejudice the interests of the Company

and its shareholders as a whole.

DEFINITIONS

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

“%”	per cent
“AMAC”	Asset Management Association of China (中國證券投資基金業協會)
“Anhui SASAC”	State-owned Assets Supervision and Administration Commission of the People’s Government of Anhui Province (安徽省人民政府國有資產監督管理委員會)
“associate”	has the meaning ascribed thereto under the Listing Rules
“Board”	the board of Directors of the Company
“Company”	Anhui Conch Cement Company Limited (安徽海螺水泥股份有限公司), a joint stock limited company established in the PRC, with its H shares listed on the Stock Exchange and its A shares listed on the SSE
“Conch Capital”	Anhui Conch Capital Management Company Limited (安徽海螺資本管理有限公司), a company established in the PRC with limited liability, a wholly-owned subsidiary of Conch Holdings and a connected person of the Company
“Conch Holdings”	Anhui Conch Holdings Company Limited (安徽海螺集團有限責任公司), a limited company established in the PRC and a controlling shareholder of the Company
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“controlling shareholder”	has the meaning ascribed thereto under the Listing Rules
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries

“Haitong Capital”	Haitong Capital Co., Ltd. (海通開元投資有限公司), a company established in the PRC with limited liability, and registered with the AMAC as subsidiary of a securities company to engage as a private fund (證券公司私募基金子公司)
“High New Fund”	Wuhu High New Industrial Development Fund Company Limited (蕪湖高新產業發展基金有限公司), a company established in the PRC with limited liability
“Independent Third Party(ies)”	third party or parties independent of the Company and the Company’s connected persons
“Jinghu SASAC”	State-owned Assets Supervision and Administration Commission of the Government of Jinghu District (鏡湖區政府國有資產監督管理委員會)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Ningbo Shangyi”	Ningbo Shangyi Software Company Limited (寧波市商毅軟件有限公司), a company established in the PRC with limited liability
“Partner(s)”	partners of the Partnership Fund as at the date of the Partnership Agreement, namely, Haitong Capital, the Company, Conch Capital, Wuhu Industrial Investment, High New Fund, Zhenye Investment and Ningbo Shangyi; and “Partner” shall mean any one of them
“Partnership Agreement”	the Partnership Agreement of the Partnership Fund dated 6 June 2023 and entered into among the Company and six other Partners
“Partnership Fund” or “Limited Partnership”	Anhui Conch Haitong Industrial Internet Master Fund Partnership (Limited Partnership) (安徽海螺海通工業互聯網母基金合夥企業(有限合夥)) (tentative name, the final name shall be subject to approval by the relevant business registration authority), a limited partnership established and registered under the laws of the PRC on 17 June 2022
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes the Hong Kong Special Administrative

	Region, the Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“SSE”	Shanghai Stock Exchange
“SSE Listing Rules”	the Rules Governing the Listing of Stocks on the SSE
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Agreement”	the Supplemental Agreement to the Partnership Agreement dated 6 June 2023 and entered into among the same parties to the Partnership Agreement
“Wuhu Industrial Investment”	Wuhu Industrial Investment Fund Company Limited (蕪湖產業投資基金有限公司), a company established in the PRC with limited liability
“Wuhu SASAC”	State-owned Assets Supervision and Administration Commission of the People’s Government of Wuhu City (蕪湖市人民政府國有資產監督管理委員會)
“Zhenye Investment”	Wuhu Jinghu Zhenye Investment Fund Company Limited (蕪湖市鏡湖振業投資基金有限公司), a company established in the PRC with limited liability

By Order of the Board
Anhui Conch Cement Company Limited
Zhou Xiaochuan
Joint Company Secretary

Wuhu City, Anhui Province, the PRC
6 June 2023

As at the date of this announcement, the Board comprises (i) Mr. Yang Jun, Mr. Wang Jianchao, Mr. Li Qunfeng, Mr. Zhou Xiaochuan and Mr. Wu Tiejun as executive Directors; (ii) Mr. Qu Wenzhou, Ms. Ho Shuk Yee, Samantha and Ms. Zhang Yunyan as independent non-executive Directors.