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(A joint stock limited company incorporated in the People's Republic of China with limited liability)
(Stock code: 0576)

**DISCLOSEABLE TRANSACTION
IN RELATION TO
THE ACQUISITIONS OF 19.1454%
EQUITY INTEREST IN THE TARGET COMPANY
BY ZHESHANG SECURITIES**

THE ACQUISITIONS

On March 29, 2024, Zheshang Securities, a non-wholly owned subsidiary of the Company, entered into (i) the First Equity Transfer Agreement with Vendor 1 in relation to the sale and purchase of 275,000,000 Sale Shares, representing 4.7170% equity interest in the Target Company at the consideration of RMB735,075,000.00; (ii) the Second Equity Transfer Agreement with Vendor 2 in relation to the sale and purchase of 275,000,000 Sale Shares, representing 4.7170% equity interest in the Target Company at the consideration of RMB735,075,000.00; (iii) the Third Equity Transfer Agreement with Vendor 3 in relation to the sale and purchase of 220,000,000 Sale Shares, representing 3.7736% equity interest in the Target Company at the consideration of RMB588,060,000.00; (iv) the Fourth Equity Transfer Agreement with Vendor 4 in relation to the sale and purchase of 153,266,800 Sale Shares, representing 2.6289% equity interest in the Target Company at the consideration of RMB409,682,156.40; and (v) the Fifth Equity Transfer Agreement with Vendor 5 in relation to the sale and purchase of 192,910,354 Sale Shares, representing 3.3089% equity interest in the Target Company at the consideration of RMB515,649,376.24.

Upon Completions, Zheshang Securities shall hold 1,116,177,154 Sale Shares, representing 19.1454% equity interest in the Target Company. From the accounting perspective, the Company will not consolidate the financial performance of the Target Company into its financial statement upon Completions of the Acquisitions.

LISTING RULES IMPLICATIONS

Pursuant to Rule 14.22 of the Listing Rules, a series of transactions will be aggregated and treated as if they were one transaction if they were all completed within a 12-month period or were otherwise related. Pursuant to Rule 14.23, as the Acquisitions involve the acquisitions of the equity interest of one particular company, thus the Acquisitions were aggregated in the calculation of the relevant percentage ratios to determine the classification of transactions under the Listing Rules.

As the highest applicable percentage ratio (as defined in Chapter 14 of the Listing Rules) in respect of the Acquisitions on an aggregate basis is higher than 5% but less than 25%, the Acquisitions on an aggregate basis constitute a discloseable transaction under Chapter 14 of the Listing Rules, subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Shareholders and potential investors of the Company should be aware that the Acquisitions are subject to certain conditions being satisfied, and consequently the Acquisitions may or may not be completed. Accordingly, Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

THE ACQUISITIONS

On March 29, 2024, Zheshang Securities, a non-wholly owned subsidiary of the Company, entered into the Equity Transfer Agreements with the Vendors respectively for the sale and purchase of in aggregate 1,116,177,154 Sale Shares, representing 19.1454% equity interest in the Target Company.

The major terms of the Equity Transfer Agreements are as follows:

The Equity Transfer Agreements

Date: March 29, 2024

Parties: Zheshang Securities (as purchaser)
each of the Vendors (as vendors)

Subject Matter and Consideration:

The total consideration for the sale and purchase in aggregate 1,116,177,154 Sale Shares, representing 19.1454% equity interest in the Target Company, is RMB2,983,541,532.64 at RMB2.673 for each Sale Share, where pursuant to:

- (i) the First Equity Transfer Agreement, Vendor 1 agreed to sell and Zheshang Securities agreed to purchase 275,000,000 Sale Shares, representing 4.7170% equity interest in the Target Company at the consideration of RMB735,075,000.00;
- (ii) the Second Equity Transfer Agreement, Vendor 2 agreed to sell and Zheshang Securities agreed to purchase 275,000,000 Sale Shares, representing 4.7170% equity interest in the Target Company at the consideration of RMB735,075,000.00;
- (iii) the Third Equity Transfer Agreement, Vendor 3 agreed to sell and Zheshang Securities agreed to purchase 220,000,000 Sale Shares, representing 3.7736% equity interest in the Target Company at the consideration of RMB588,060,000.00;
- (iv) the Fourth Equity Transfer Agreement, Vendor 4 agreed to sell and Zheshang Securities agreed to purchase 153,266,800 Sale Shares, representing 2.6289% equity interest in the Target Company at the consideration of RMB409,682,156.40; and
- (v) the Fifth Equity Transfer Agreement, Vendor 5 agreed to sell and Zheshang Securities agreed to purchase 192,910,354 Sale Shares, representing 3.3089% equity interest in the Target Company at the consideration of RMB515,649,376.24.

The considerations for the Equity Transfer Agreements were reached based on RMB2.673 per Sale Share, which was determined after taking into account the appraised value of 100% shareholders' interest of the Target Company of RMB15,826 million at RMB2.7146 per share of the Target Company as at the Valuation Benchmark Date according to a valuation report prepared by Tianyuan Appraisal Co., Ltd.* (天源資產評估有限公司) under the market approach. Zheshang Securities will finance the considerations by its internal resources.

Pledge of Sale Shares:

Parties to each of the First to Fourth Equity Transfer Agreements agree that, each of the Vendors 1-4 will pledge all of the Sales Shares under the First to Fourth Equity Transfer Agreements to Zheshang Securities as security to all of their respective debts arising from all the obligations and responsibilities that should have been fulfilled but have not been fulfilled under the First to Fourth Equity Transfer Agreements. Separate agreements will be entered into between the parties in relation to the pledge of Sale Shares.

Payment terms:

I. First to Fourth Equity Transfer Agreements

Parties to the First to Fourth Equity Transfer Agreements agreed that the consideration for each of the First to Fourth Equity Transfer Agreements shall be paid in four installments as follows:

(i) ***First installment:*** The first installment equals to:

the number of Sale Shares pledged by the Vendors 1-4 to Zheshang Securities as at the payment date of the first installment X the Net Assets Per Share of the Sale Shares X 70%

Within five Business Days from the date when the following conditions (the “**First Installment Payment Conditions**”) are fully satisfied or waived by Zheshang Securities in writing, Zheshang Securities shall pay the first installment to the bank accounts designated by the Vendors 1-4:

- (a) the First to Fourth Equity Transfer Agreements having been signed in accordance with the law;
- (b) the Vendors 1-4 having completed the registration procedures with the CSDC to pledge all or part of the Sale Shares held by it that are not subject to restrictions on sale and other rights such as pledge, freeze, etc. to Zheshang Securities;
- (c) the Vendors 1-4 having entrusted all of their Sale Shares which are to be transferred to Zheshang Securities under the First to Fourth Equity Transfer Agreements to the securities branch designated by Zheshang Securities;

- (d) except for the pledge of the Sale Shares to Zheshang Securities, the Sale Shares under the First to Fourth Equity Transfer Agreements not being subject to pledge, freeze, or rights or interest alleged by other third parties;
- (e) there having been no actual violation by the Vendors 1-4 of their commitments and obligations that they should comply with or fulfill under the First to Fifth Equity Transfer Agreements which will result in the inability to proceed with the transaction as intended;
- (f) as at the payment date, there having been no event that causes material adverse impact (as defined in the First to Fourth Equity Transfer Agreements) on the assets, financial conditions and normal operations of the Target Company and its subsidiaries or even though there being an occurrence of such event, it has been eliminated;
- (g) the Vendors 1-4 having neither incurred any major administrative penalties which affect the Completion of each of the First to Fourth Equity Transfer Agreements, material civil breaches of unable to repay overdue debts, nor having been initiated or entered into bankruptcy, liquidation, suspension, dissolution, restructuring or debt restructuring procedures, etc; and
- (h) no competent government authority having taken any action or procedure to restrict or prohibit the Completion of each of the First to Fourth Equity Transfer Agreements.

(ii) Second installment: The second installment equals to:

the number of Sale Shares pledged by the Vendors 1-4 to Zheshang Securities as at the payment date of the second installment X the Net Assets Per Share of the Sale Shares X 30%

Within five Business Days from the date when the following conditions (the “**Second Installment Payment Conditions**”) are fully satisfied or waived by Zheshang Securities in writing, Zheshang Securities shall pay the second installment to the bank accounts designated by the Vendors 1-4:

- (a) as at the payment date of the second installment, the First Installment Payment Conditions remain satisfied or having been waived by Zheshang Securities in writing; and
- (b) the CSRC having issued an acceptance form of administrative license application and officially accepted all the transfer applications for Sale Shares.

(iii) Third installment: The third installment equals to:

the number of Sale Shares pledged to Zheshang Securities by the Vendors 1-4 as at the payment date of the third installment X the Net Assets Per Share of the Sale Share X 1.5 X 95% – the first and second installments paid by Zheshang Securities to the Vendors 1-4

Within five Business Days from the date when the following conditions (the “**Third Installment Payment Conditions**”) are fully satisfied or waived by Zheshang Securities in writing, Zheshang Securities shall pay the third installment to the bank accounts designated by the Vendors 1-4:

- (a) as at the payment date of the third installment, the First Installment Payment Conditions and the Second Installment Payment Conditions remaining satisfied or having been waived in writing by Zheshang Securities;
- (b) the total number of shares of the Target Company pledged to Zheshang Securities by the Vendors 1-4 shall not be less than 15%;
- (c) the CSRC having approved Zheshang Securities to be a shareholder of the Target Company and the transactions under the First to Fourth Equity Transfer Agreements having been approved; and
- (d) NEEQ Co having issued a compliance confirmation letter regarding the transactions under the First to Fourth Equity Transfer Agreements.

(iv) Fourth installment: The fourth installment equals to:

the total amount of consideration – the amount of consideration already paid by Zheshang Securities to the Vendors 1-4 + the corresponding profits and losses of the Sale Shares during the Profit or Loss Attribution Period – the interest over the consideration already paid by Zheshang Securities in accordance with the First to Fourth Equity Transfer Agreements

Within five Business Days from the date when the following conditions are fully satisfied or waived by Zheshang Securities in writing, Zheshang Securities shall pay the fourth installment to the bank accounts designated by the Vendors 1-4:

- (a) as at the payment date of the fourth installment, the First Installment Payment Conditions, the Second Installment Payment Conditions and the Third Installment Payment Conditions remaining satisfied or having been waived in writing by Zheshang Securities;
- (b) all of the Sale Shares of the Target Company under the First to Fourth Equity Transfer Agreements having been transferred to Zheshang Securities' securities account; and
- (c) the accounting firm having issued special audit report for the Profit or Loss Attribution Period in accordance with the First to Fourth Equity Transfer Agreements.

II. The Fifth Equity Transfer Agreement

Within five Business Days from the date when the following conditions are fully satisfied or waived by Zheshang Securities in writing, Zheshang Securities shall pay the consideration in one lump sum to the bank accounts designated by the Vendor 5:

- (i) all the Equity Transfer Agreements having been signed in accordance with the law;
- (ii) the 192,910,354 Sale Shares held by the Vendor 5 not being subject to pledge, freeze, or rights or interest alleged by other third parties;
- (iii) the Vendor 5 having not substantially violated its commitments and obligations under the Fifth Equity Transfer Agreement, which would prevent the Completion thereunder;
- (iv) as at the payment date, there having been no event that causes material adverse impact (as defined under the Fifth Equity Transfer Agreement) on the assets, financial conditions and normal operations of the Target Company and its subsidiaries or even though there being an occurrence of such event, it has been eliminated;

- (v) the Vendor 5 having neither incurred any major administrative penalties which affect the Completion of the Fifth Equity Transfer Agreement, material civil breaches of unable to repay overdue debts, nor having been declared or entered into bankruptcy, suspension, winding up, dissolution, restructuring, or debt restructuring procedures, etc.;
- (vi) no competent government authority having taken any action or procedure to restrict or prohibit the Completion of the Fifth Equity Transfer Agreement;
- (vii) the CSRC having approved Zheshang Securities as a shareholder of the Target Company and having approved the Acquisitions;
- (viii) NEEQ Co having issued a compliance confirmation letter regarding the Acquisitions;
- (ix) all of the Sale Shares of the Target Company under the Equity Transfer Agreements having been transferred to Zheshang Securities' securities account; and
- (x) the accounting firm having issued special audit report for the Profit or Loss Attribution Period in accordance with the Fifth Equity Transfer Agreement.

Arrangements of Profit or Loss Attribution Period:

Parties to each of the Equity Transfer Agreements agreed to appoint qualified accounting firm which will strive to issue a special audit report for profit or loss attributable to the Target Company during the Profit or Loss Attribution Period and the financial condition as of the end of the Profit or Loss Attribution Period within two months after Completions. In the event that the net assets of the Target Company at the end of the Profit or Loss Attribution Period are less than the aggregate of (a) the net assets on the Valuation Benchmark Date (i.e. RMB10,490,711,900.15); and (b) changes in profit or loss attributable to the Triggering Events (if the result is negative, zero will be taken), the difference shall be borne by each of the Vendors in accordance with the respective shareholding of each Vendor as at the date of the Equity Transfer Agreement in proportion to the total number of shares of the Target Company. Zheshang Securities shall be entitled to offset the corresponding difference from (a) the fourth installments of the First to Fourth Equity Transfer Agreements; and (b) the consideration of the Fifth Equity Transfer Agreement. The Vendors will make up for any shortfall in the offset in cash. In the event that the net assets of the Target Company at the end of the Profit or Loss Attribution Period are greater than the aggregate of (a) the net assets on the Valuation Benchmark Date (i.e. RMB10,490,711,900.15); and (b) changes in profit or loss attributable to the Triggering Events (if the result is negative, zero will be taken), the Vendor is entitled to the surplus portion in accordance with the respective shareholding of each Vendor as at the date of the Equity Transfer Agreement in proportion to the total number of shares of the Target Company, which will be paid by Zheshang Securities in the payment of the fourth installment of the First to Fourth Equity Transfer Agreements and the consideration of the Fifth Equity Transfer Agreement.

Completion:

Prior to obtaining the approval of the CSRC, parties to each of the Equity Transfer Agreements agreed to:

- (a) after signing of the Equity Transfer Agreements, the Vendors shall cooperate and procure the Target Company to cooperate with Zheshang Securities and its appointed intermediary institutions to conduct necessary due diligence on the Target Company for the purpose of the Acquisitions and request the Target Company to provide true, accurate and complete information;
- (b) within five Business Days from the date of signing the Equity Transfer Agreements, the Vendors shall entrust the Sale Shares with the securities branch designated by Zheshang Securities;
- (c) the Vendors shall request the Target Company to submit the relevant application documents for transfer of Sale Shares to the CSRC within seven Business Days from the date when Zheshang Securities first provides the application documents for transfer of Sale Shares. Zheshang Securities shall provide necessary assistance and cooperation for such application concurrently. Without prior written consent from Zheshang Securities, the Vendors shall request the Target Company to not withdraw the application documents for transfer of Sale Shares submitted to the CSRC.

Within ten Business Days from the date of approval of the Acquisition by CSRC, each of the Vendors and Zheshang Securities shall cooperate to submit the compliance confirmation application documents to NEEQ Co in accordance with relevant laws and regulations. Each of the Vendors and Zheshang Securities shall also engage the accounting firm for special audit for the Profit or Loss Attribution Period.

Within five Business Days from the date when each of the Vendors and Zheshang Securities jointly receive the compliance confirmation letter regarding the Acquisitions issued by NEEQ Co, they shall complete the release of the pledge of Sale Shares and register the relevant Sale Shares to Zheshang Securities with the CSDC.

Simultaneous and Concurrent Completion:

The Acquisitions shall take place concurrently. In the event that (i) Zheshang Securities fails to acquire the relevant Sale Shares held by each Vendor of the Target Company attaching with comprehensive shareholder rights such as disposal rights, voting rights, nomination rights, and profit rights from each Vendor; or (ii) Zheshang Securities fails to acquire a total number of 18% interest of the Target Company attaching with comprehensive shareholder rights under the Acquisitions, Zheshang Securities is entitled to terminate the transaction under the relevant Equity Transfer Agreement or request the relevant Vendor to continue transferring all or part of the Sale Shares held by the relevant Vendor while without assuming any responsibility.

INFORMATION ON THE PARTIES

The Company is a joint stock limited company established under the laws of the PRC on March 1, 1997, the H Shares of which are listed on the Main Board of the Stock Exchange. It is principally engaged in investing in, developing and operating high-grade roads in the PRC. The Group also carries on securities and financial businesses through Zheshang Securities.

Zheshang Securities is a joint stock limited company established under the laws of the PRC on May 9, 2002, the shares of which were listed on the Shanghai Stock Exchange on June 26, 2017 (stock code: 601878). It is principally engaged in the provision of securities and financial services, including but not limited to brokerage business, investment banking business, asset management business, as well as margin financing business.

The Target Company is a joint stock limited company established under the laws of the PRC on December 28, 2001 and quoted on the NEEQ (NEEQ stock code: 870488). The Target Company is principally engaged in securities brokerage, securities underwriting and sponsorship, futures intermediate, margin financing and other securities and financial services. As at the date of this announcement, the single largest shareholder of the Target Company is China Credit Trust Co., Ltd.* (中誠信託有限責任公司), holding 13.33% equity interest of the Target Company.

Vendor 1 is a joint stock limited company established in the PRC on October 22, 1984 and is principally engaged in trust business, investment bank business, inherent business, found business and other businesses approved by the China Banking and Insurance Regulatory Commission (which is superseded by National Financial Regulatory Administration). As at the date of this announcement, Vendor 1 is held as to approximately 66.99% by Tongfang Guoxin Investment Holding Co., Ltd.* (同方國信投資控股有限公司), the single largest shareholder of which is ultimately held by the State-owned Assets Supervision and Administration Commission of the State Council.

Vendor 2 is a limited liability company established in the PRC on September 5, 2012 and is principally engaged in technology services, development, consulting, exchange, transfer, promotion; enterprise management consulting; information consulting services (excluding licensed information consulting services). As at the date of this announcement, Vendor 2 is held as to 99% by Pan Yao (潘堯).

Vendor 3 is a limited liability company established in the PRC on October 18, 2019 and is principally engaged in sales of metal materials (excluding precious metals), construction materials, chemical raw materials (excluding hazardous chemicals), communication equipment, electrical equipment, machinery equipment; property management; property leasing (excluding accommodation services); marketing planning; real estate marketing planning; research and development, sales of electronic equipment and electromechanical integrated systems. As at the date of this announcement, Vendor 3 is ultimately held as to 70% by Gong Yunlun (龔雲倫).

Vendor 4 is a limited liability company established in the PRC on December 25, 2015 and is principally engaged in investment with self financing, financial consulting, consultancy and designing services. As at the date of this announcement, Vendor 4 is held as to 100% by Feng Jinguo (馮金國).

Vendor 5 is a limited liability company established in the PRC on July 7, 2004 and is principally engaged in investment in industrial projects. As at the date of this announcement, Vendor 5 is held as to 80% by Shenzhen City Yuanwei Industrial Co., Ltd.* (深圳市遠為實業有限公司), which is owned as to 74.5% and 25.5% by Qi Qiaoqiao (齊橋橋) and Deng Jiagui (鄧家貴), respectively.

Save as disclosed in this announcement, to the best of the Directors' knowledge, information and belief and after making all reasonable enquiries, each of the Vendors, the remaining shareholders of the Target Company and their respective ultimate beneficial owner(s) are third parties independent of the Company and its connected persons as at the date of this announcement.

FINANCIAL INFORMATION OF THE TARGET COMPANY

The value of 100% shareholders' interest of the Target Company as at the Valuation Benchmark Date was approximately RMB15,826 million. The audited net asset value of the Target Company as at December 31, 2022 was approximately RMB10,370.04 million. The audited net profit before and after taxation of the Target Company for the two years ended December 31, 2021 and 2022 are set out below:

	Year Ended December 31 2022 (RMB million) (approximately)	Year Ended December 31 2021 (RMB million) (approximately)
Net profits before taxation	274.77	978.21
Net profits after taxation	333.53	838.81

Upon Completions, Zheshang Securities shall hold 1,116,177,154 Sale Shares, representing 19.1454% equity interest in the Target Company. From the accounting perspective, the Company will not consolidate the financial performance of the Target Company into its financial statement upon Completions of the Acquisitions.

REASONS FOR AND BENEFITS OF THE ACQUISITIONS

Zheshang Securities is principally engaged in the provision of securities and financial services, including but not limited to brokerage business, investment banking business, asset management business, as well as margin financing business. The Acquisitions align with the long-term development plan of Zheshang Securities to strengthen its position and move into the top tier through strategic mergers and acquisitions. The Acquisitions of the Target Company, which possesses established branches and quality assets, will enable Zheshang Securities to expand its operations, significantly increase its branch network, and enhance performance and competitiveness. By filling the gaps in its business portfolio, obtaining a public fund management license, and reinforcing its core indicators, Zheshang Securities expects to elevate its industry standing, enhance brand value and accelerate its progress towards becoming a top-tier player in the industry.

After full due diligence and careful consideration of the information relating to Target Company including its business model, financial performance and business prospects, the Directors hold positive views towards the prospects of the Target Company and are of the view that the Acquisitions will provide the Group with a good investment opportunity to expand its investment portfolio with quality securities licenses. Meanwhile, it is envisaged that the overall competitiveness and profitability of the Group will be further enhanced through the synergetic effect resulting from the Acquisitions. Zheshang Securities has a sound governance structure and a comprehensive compliance and risk control system, which will benefit the Target Company by enhancing its compliance and risk control system and thereby strengthening the sustainable development and performance of the Target Company.

Given the above, the Directors are of the opinion that the Acquisitions are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

Pursuant to Rule 14.22 of the Listing Rules, a series of transactions will be aggregated and treated as if they were one transaction if they were all completed within a 12-month period or were otherwise related. Pursuant to Rule 14.23, as the Acquisitions involve the acquisitions of the equity interest of one particular company, thus the Acquisitions were aggregated in the calculation of the relevant percentage ratios to determine the classification of transactions under the Listing Rules.

As the highest applicable percentage ratio (as defined in Chapter 14 of the Listing Rules) in respect of the Acquisitions on an aggregate basis is higher than 5% but less than 25%, the Acquisitions on an aggregate basis constitute a discloseable transaction under Chapter 14 of the Listing Rules, subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

Shareholders and potential investors of the Company should be aware that the Acquisitions are subject to certain conditions being satisfied, and consequently the Acquisitions may or may not be completed. Accordingly, Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

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

“Acquisitions”	the acquisitions of an aggregate 19.1454% equity interest in the Target Company under the Equity Transfer Agreements and the transactions contemplated under the Equity Transfer Agreements, and each transaction under the relevant Equity Transfer Agreement being an “Acquisition”
“Board”	the board of Directors of the Company
“Business Day(s)”	a day on which licensed banks in the PRC are open for general commercial business, other than a Saturday, Sunday or public holiday in the PRC
“Company”	Zhejiang Expressway Co., Ltd. (浙江滬杭甬高速公路股份有限公司), a joint stock limited company established in the PRC on March 1, 1997, whose H Shares are listed on the main board of the Stock Exchange
“Completions”	completions of the Acquisitions in accordance with the terms and conditions of the Equity Transfer Agreements, and the completion of each Acquisition being an “Completion”
“CSDC”	China Securities Depository and Clearing Corporation Limited
“CSRC”	China Securities Regulatory Commission
“Director(s)”	the director(s) of the Company

“Equity Transfer Agreements”	collectively, the First Equity Transfer Agreement, the Second Equity Transfer Agreement, the Third Equity Transfer Agreement, the Fourth Equity Transfer Agreement and the Fifth Equity Transfer Agreement and each being an “Equity Transfer Agreement”
“Fifth Equity Transfer Agreement”	the Equity Transfer Agreement dated March 29, 2024 entered into between Zheshang Securities and Vendor 5 in relation to sale and purchase of 192,910,354 Sale Shares, representing 3.3089% equity interest in the Target Company
“First Equity Transfer Agreement”	the Equity Transfer Agreement dated March 29, 2024 entered into between Zheshang Securities and Vendor 1 in relation to the sale and purchase of 275,000,000 Sale Shares, representing 4.7170% equity interest in the Target Company
“First to Fourth Equity Transfer Agreements”	collectively the First Equity Transfer Agreement, the Second Equity Transfer Agreement, the Third Equity Transfer Agreement and the Fourth Equity Transfer Agreement
“Fourth Equity Transfer Agreement”	the Equity Transfer Agreement dated March 29, 2024 entered into between Zheshang Securities and Vendor 4 in relation to the sale and purchase of 153,266,800 Sale Shares, representing 2.6289% equity interest in the Target Company
“Group”	the Company and its subsidiaries
“H Shares”	the overseas listed foreign shares of RMB 1.00 each in the share capital of the Company which were listed on the Hong Kong Stock Exchange and traded in Hong Kong dollars since May 15, 1997
“Hong Kong”	The Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise modified from time to time

“NEEQ”	National Equities Exchange and Quotations (全國中小企業股份轉讓系統)
“NEEQ Co”	National Equities Exchange and Quotations Co., Ltd. (全國中小企業股份轉讓系統有限責任公司)
“Net Assets Per Share”	the audited net asset per share of the Target Company of RMB1.75 as at December 31, 2022 (subject to adjustment in case of subdivision, scrip dividend or capital reserve capitalization)
“percentage ratio”	has the meaning ascribed to it under Rule 14.04(9) of the Listing Rules
“PRC”	the People’s Republic of China which, for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Profit or Loss Attribution Period”	the period from the Valuation Benchmark Date (exclusive) to the end (inclusive) of the calendar month (inclusive) before Completion
“RMB”	Renminbi, the lawful currency of the PRC
“Sale Shares”	in aggregate 1,116,177,154 shares of the Target Company to be sold by each of the Vendors under the Equity Transfer Agreements, representing 19.1454% equity interest in the Target Company collectively as at the date of this announcement and each share of the Target Company subject to the relevant Equity Transfer Agreement being a “Sale Share”
“Second Equity Transfer Agreement”	the Equity Transfer Agreement dated March 29, 2024 entered into between Zheshang Securities and Vendor 2 in relation to the sale and purchase of 275,000,000 Sale Shares, representing 4.7170% equity interest in the Target Company
“Shareholder(s)”	holder(s) of the share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules

“Target Company”	Guodu Securities Co., Ltd.* (國都證券股份有限公司), a joint stock limited company established under the laws of the PRC on December 28, 2001 and quoted on the NEEQ (NEEQ stock code: 870488)
“Third Equity Transfer Agreement”	the Equity Acquisition Agreement dated March 29, 2024 entered into between Zheshang Securities and Vendor 3 in relation to the sale and purchase of 220,000,000 Sale Shares, representing 3.7736% equity interest in the Target Company
“Triggering Events”	save as the disposal of the entire equity interest of Shenzhen Qianhai Zhongcheng Equity Investment Fund Management Co., Ltd.* (深圳前海中誠股權投資基金管理有限公司) by the subsidiary of the Target Company, CCTIC International Limited (中誠國際資本有限公司), (i) acts of transferring, disposing, licensing or otherwise disposing of assets and external equity investments; (ii) non-routine business activities such as mergers, spin-offs, annexations, acquisitions, external investments, joint ventures with third parties, etc.; or (iii) transferring the existing business to third parties which cause changes in the profit or loss of the Target Company
“Valuation Benchmark Date”	October 31, 2023
“Vendors”	Collectively, Vendor 1, Vendor 2, Vendor 3, Vendor 4 and Vendor 5 and each being a “Vendor”
“Vendor 1”	Chongqing International Trust Co., Ltd.* (重慶國際信託股份有限公司), a joint stock limited company established in the PRC
“Vendor 2”	Tianjin Chongxin Technology Development Co., Ltd.* (天津重信科技發展有限公司), a company established in the PRC with limited liability
“Vendor 3”	Chongqing Jiahong Shengxin Trading Co., Ltd.* (重慶嘉鴻盛鑫商貿有限公司), a company established in the PRC with limited liability

“Vendor 4”	Shenzhen Zhongjun Investment Co., Ltd.* (深圳中峻投資有限公司), a company established in the PRC with limited liability
“Vendor 5”	Shenzhen Yuanwei Investment Co., Ltd.* (深圳市遠為投資有限公司), a company established in the PRC with limited liability
”Vendors 1-4”	collectively Vendor 1, Vendor 2, Vendor 3 and Vendor 4
“Zheshang Securities”	Zheshang Securities Co., Ltd.* (浙商證券股份有限公司), a joint stock limited company established under the laws of the PRC on May 9, 2002, the shares of which were listed on the Shanghai Stock Exchange on June 26, 2017 (stock code: 601878)
“%”	per cent.

* For identification purposes only.

On behalf of the Board of Directors
Zhejiang Expressway Co., Ltd.
YUAN Yingjie
Chairman

Hangzhou, the PRC, March 29, 2024

As at the date of this announcement, the Chairman of the Company is Mr. YUAN Yingjie; the executive Directors of the Company are: Mr. WU Wei and Mr. LI Wei; the other non-executive Directors of the Company are: Mr. YANG Xudong, Mr. FAN Ye and Mr. HUANG Jianzhang; and the independent non-executive Directors of the Company are: Mr. PEI Ker-Wei, Ms. LEE Wai Tsang, Rosa and Mr. CHEN Bin.