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**首程控股有限公司**  
**SHOUCHENG HOLDINGS LIMITED**  
*(Incorporated in Hong Kong with limited liability)*  
(Stock Code: 697)

**(1) CONNECTED TRANSACTION – ESTABLISHMENT OF  
PARTNERSHIP AND SUBSCRIPTION OF INTEREST IN THE  
PARTNERSHIP**

**(2) CONTINUING CONNECTED TRANSACTIONS – PROVISION OF  
EXECUTIVE PARTNERSHIP SERVICES**

**ESTABLISHMENT OF PARTNERSHIP AND SUBSCRIPTION OF  
INTEREST IN THE PARTNERSHIP**

The Board is pleased to announce that on 31 December 2021, Beijing Heshou, a non-wholly-owned subsidiary of the Company, as General Partner and Executive Partner, entered into the Partnership Agreement with Shougang Fund and China Life Investment, each as a Limited Partner, for the establishment of the Partnership in the form of limited partnership. Pursuant to the Partnership Agreement, Beijing Heshou agreed to participate in the Partnership as a General Partner and Executive Partner and subscribe for interest in the Partnership with a capital commitment of RMB45 million. The total capital commitment of the Partnership shall be RMB4.5 billion. The Partnership will focus on the infrastructure projects supported by the PRC national policies.

**PROVISION OF EXECUTIVE PARTNERSHIP SERVICES UNDER THE  
PARTNERSHIP AGREEMENT**

Pursuant to the Partnership Agreement, Beijing Heshou, as Executive Partner, shall provide Executive Partnership Services to the Partnership during the Initial Term of the Partnership, in return for the Executive Partnership Fee.

**LISTING RULES IMPLICATIONS**

As at the date of this announcement, Shougang Group indirectly holds approximately 34.91% of the issued Shares and therefore is a substantial Shareholder and a connected person of the Company. Shougang Fund is a wholly-owned subsidiary of Shougang Group and indirectly holds approximately 12.60% of the issued Shares, and therefore is a substantial Shareholder and a connected person of the Company.

Accordingly, the entering into of the Partnership Agreement and the transactions contemplated thereunder constitute a connected transaction of the Company, and the provision of Executive Partnership Services constitutes continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the Company's capital commitment under the Partnership Agreement are more than 0.1% but all are less than 5%, the establishment of the Partnership and the subscription of interest in the Partnership are subject to reporting and announcement requirements but exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the annual caps on the Executive Partnership Fee for the provision of Executive Partnership Services under the Partnership Agreement are more than 0.1% but are all less than 5%, such transactions are subject to reporting, announcement and annual review requirements but exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

Pursuant to Rule 14A.52 of the Listing Rules, the term of an agreement for a continuing connected transaction of a listed issuer must not exceed three years except in special circumstances where the nature of the transaction requires a longer period. As the Initial Term (being a fixed period of eight (8) years) of the provision of Executive Partnership Services exceeds three years, the Company has appointed the Independent Financial Adviser to explain why the provision of Executive Partnership Services requires a term longer than three years and to confirm that it is normal business practice for provision of service of such type to be of such duration. The opinion of the Independent Financial Adviser has been set out in the section headed "OPINIONS FROM THE INDEPENDENT FINANCIAL ADVISER" in this announcement.

## THE PARTNERSHIP AGREEMENT

The Board is pleased to announce that on 31 December 2021, Beijing Heshou, a non-wholly-owned subsidiary of the Company, as the General Partner and Executive Partner, entered into the Partnership Agreement with Shougang Fund and China Life Investment, each as a Limited Partner, for the establishment of the Partnership in the form of limited partnership.

Principal terms of the Partnership Agreement are set out below:

- Date** : 31 December 2021
- Parties** : (i) Beijing Heshou, as General Partner and Executive Partner
- (ii) China Life Investment <sup>(Note)</sup>, as Limited Partner
- (iii) Shougang Fund, as Limited Partner

*Note:*

China Life Investment shall enter into the Partnership Agreement for and on behalf of an equity investment plan in which China Life Investment acts as a trustee.

## **(1) CONNECTED TRANSACTION – ESTABLISHMENT OF PARTNERSHIP AND SUBSCRIPTION OF INTEREST IN THE PARTNERSHIP**

### **Purpose and investment scope of the Partnership**

The purpose of the Partnership is to engage in investment management services with the view to realising the capital appreciation and the investment return of the Partnership and achieving return for the Partners pursuant to the terms of the Partnership Agreement. The Partnership will principally invest in infrastructure projects supported by the PRC national policies with a specific focus on projects related to green environmental infrastructures such as municipal solid waste treatment and recycling as well as sewage treatment and recycling.

### **Term of the Partnership**

The life of the Partnership shall be twenty (20) years commencing on the date on which the Partnership is first granted its business license.

The term of the Partnership (the “**Term**”) as a private equity investment fund has an initial term of eight (8) years commencing on the Initial Closing Date (the “**Initial Term**”). The first five (5) years of the Initial Term shall be the investment period (the “**Investment Period**”) and the subsequent three (3) years shall be the exit period (the “**Exit Period**”). Upon obtaining unanimous consent of the Executive Partner and the Manager, and to the extent permitted by the relevant laws and regulations, the Initial Term may be extended by one (1) year (the “**Extended Period**”). Upon the expiration of the Extended Period, upon the unanimous proposal of the Executive Partner and the Manager and the passing at the Partners’ Meeting, the Extended Period can be further extended for such period approved at the Partners’ Meeting (the “**Further Extended Period**”).

### **Capital Commitment**

The total capital commitment of the Partnership is RMB4.5 billion, which shall be contributed by the Partners in cash as follows:

	<b>Capital Commitment</b> <i>RMB'000</i>	<b>Percentage interest in the Partnership</b> <i>(approximate)</i>
<b>General Partner</b>		
Beijing Heshou	45,000	1%
<b>Limited Partners</b>		
China Life Investment	3,000,000	66.67%
Shougang Fund	1,455,000	32.33%
<b>Total</b>	<b>4,500,000</b>	<b>100%</b>

The capital commitment shall be made by each Partner in instalments. Each Partner shall, upon receipt of a capital contribution payment notice issued jointly by the Executive Partner and the Manager, contribute the amount of unpaid capital commitment set out therein.

Within the first twenty-four (24) months from the Initial Closing Date, the Executive Partner and the Manager may, in accordance with the Partnership's business needs and the modulation and arrangement of the Partners' interests in the Partnership, unanimously decide to accept new Limited Partner(s)' capital contribution to the Partnership and/or accept the existing Limited Partner(s)' increase in its/their capital commitment.

The amount of capital commitment of each Partner was arrived at after arm's length negotiations among the Partners, having taken into account the expected capital requirements of the Partnership. It is contemplated that the capital commitment payable by Beijing Heshou will be funded by internal resources of Beijing Heshou.

### **Management of the Partnership**

#### *The Executive Partner*

The Executive Partner has the right to invest, manage, apply and dispose of the property of the Partnership in accordance with the Partnership Agreement and is subject to the supervision of the Limited Partners. Unless otherwise agreed in the Partnership Agreement, for the purpose of executing the Partnership's affairs, the Executive Partner shall:

- (i) have exclusive authority over the operation of the Partnership, the management and control of the Partnership's investment business and other matters; and
- (ii) for the achievement of the Partnership's purposes and the performance of the Partnership Agreement, have full power and authority to enter into contracts and enter into other agreements and undertakings for and on behalf of the Partnership, to manage and dispose of the property of the Partnership, and to perform all other actions necessary.

(Collectively, the "**Executive Partnership Services**".)

#### *The Manager*

The Manager shall provide services for the daily operation and management of the Partnership.

#### *The Investment Decision Committee*

The Investment Decision Committee shall comprise five (5) committee members, two (2) of whom shall be nominated and designated by the Manager and the rest by the Executive Partner. The Investment Decision Committee shall have the power to resolve on significant matters in relation to the investments made by the Partnership.

## **Management Fee**

The Partnership shall pay an annual management fee to the Manager which shall be calculated as 0.5% per annum of each Limited Partner's Remaining Paid-in Capital Contribution and shall be borne by each Limited Partner during the Term of the Partnership. "Each Limited Partner's Remaining Paid-in Capital Contribution" means the difference between the total paid-in capital contribution of such Limited Partner less the corresponding investment cost of the Partnership from the exited investment projects. For the avoidance of doubt, the corresponding investment cost of the Partnership from the exited investment projects shall be ascertained by the Partnership's distribution to such Limited Partner.

## **Executive Partnership Fee**

The Partnership shall also pay an annual Executive Partnership Fee which shall be calculated as 0.5% per annum of each Limited Partner's Remaining Paid-in Capital Contribution and shall be borne by each Limited Partner during the Term of the Partnership.

## **Distribution Policy**

Distributable income shall be distributed to the Partners in proportion to their interests in the Partnership firstly up to their respective paid-in capital contributions; then to the Partners up to a prescribed annualized internal rate of return. If there is further distributable income remained after the aforementioned distributions, then 80% of which shall be distributed to the Limited Partners in proportion to their interests in the Partnership and the remaining 20% to the General Partner in accordance with the terms under the Partnership Agreement.

## **Transfer of interests in the Partnership**

Unless otherwise with the prior unanimous consent of the General Partner and the Manager, no Limited Partner shall dispose of all or part of its interests in the Partnership (the "**Selling Interests**"), save for transfer to its affiliates. In the event of transfer of Selling Interests by any Limited Partner to non-affiliates or exit from the Partnership in any other way, upon unanimous consent of the General Partner and the Manager, other Partners shall have pre-emptive rights over the Selling Interests. If two (2) or more Limited Partners exercise the pre-emptive rights over the Selling Interests, the exercise of pre-emptive rights shall be in proportion to their paid-in capital contributions. For the avoidance of doubt, if the transferee is an affiliate of the Limited Partner, all other Partners shall unconditionally agree and cooperate in completing the relevant procedures.

Unless otherwise with the approval at the Partners' Meeting, the General Partner shall not directly or indirectly transfer, or in any other way dispose of, all or part of its interests in the Partnership, save for transfer to its affiliates. For the avoidance of doubt, if the transferee is an affiliate of the General Partner, all other Partners shall unconditionally agree and cooperate in completing the relevant procedures.

## (2) CONTINUING CONNECTED TRANSACTIONS - PROVISION OF EXECUTIVE PARTNERSHIP SERVICES

Pursuant to the Partnership Agreement, Beijing Heshou as Executive Partner, shall provide Executive Partnership Services to the Partnership during the Initial Term of the Partnership, in return for the Executive Partnership Fee.

### Annual caps and basis of determination

The Executive Partnership Fee under the Partnership Agreement during the Initial Term of the Partnership will not exceed the following annual caps:

<b>For the year ending 31 December</b>	<b>Annual Caps of Executive Partnership Fee (RMB '000)</b>
2022	4,375
2023	12,500
2024	22,500
2025	27,500
2026	27,500
2027	23,125
2028	20,000
2029	7,500
2030 <i>(Note)</i>	3,125

#### *Note:*

As the Initial Term would expire in 2030, the proposed annual cap in 2030 is the cap for the period of the Initial Term which falls into the year 2030.

The proposed annual caps have been calculated after taking into account the following principal factors:

- (i) capital raising plan: the scale of the Partnership is expected to be raised to RMB5.5 billion by 2023. By that time, only the subscribed capital contribution of each Partner, which will be paid according to the subsequent investment plan, will be increased;
- (ii) project investment plan: it is expected that during the Investment Period, the scale of paid-in capital contribution of each Limited Partner will be increased due to project investment. The project investment nodes are expected to be 31 May 2022, 31 December 2022, 31 December 2023 and 31 December 2024. The actual amounts of capital paid by the Partners according to the aforementioned nodes are expected to be RMB1.5 billion, RMB1 billion, RMB2 billion and RMB1 billion respectively; and
- (iii) project exit plan: it is expected that the scale of paid-in capital contribution of

each Limited Partner will be reduced due to project exit during the Exit Period. The project exit nodes are expected to be 31 May 2027, 31 December 2027, 31 December 2028 and 31 May 2030.

In the event that the Executive Partnership Fee is likely to exceed the annual caps or if the term of the provision of Executive Partnership Services shall extend, the relevant parties shall enter into written document(s) in relation thereto and the Company shall comply with applicable Listing Rules to obtain all necessary approvals and authorization, if required, in relation to the provision of Executive Partnership Services.

## **OPINIONS FROM THE INDEPENDENT FINANCIAL ADVISER**

Pursuant to Rule 14A.52 of the Listing Rules, the term of an agreement for a continuing connected transaction of a listed issuer must not exceed three years except in special circumstances where the nature of the transaction requires a longer period. As the Initial Term (being a fixed period of eight (8) years) of the provision of Executive Partnership Services under the Partnership Agreement exceeds three years, the Company has appointed the Independent Financial Adviser to explain why the provision of Executive Partnership Services requires a term longer than three years and to confirm that it is normal business practice for provision of service of such type to be of such duration.

In assessing the reasons as to why the provision of Executive Partnership Services requires a term longer than three years, the Independent Financial Adviser has relied on the information set out in this announcement, and has taken into account the following factors considered by the management of the Company:

- (a) the long-term arrangement for the provision of the Executive Partnership Services is consistent with the relatively long-term investment duration of the Partnership and is not uncommon for private investment funds in the industry;
- (b) strict compliance with the three-year requirements in respect of the Executive Partnership Services will be unduly burdensome to the Group, taking into account the nature of partnership arrangement and the potential disruption to the business operations caused by discontinuance of such arrangement, and any unnecessary administration costs to the Company for the renewal of the Executive Partnership Services under Partnership Agreement by limiting its term to three years or less and/or any potential delay of renewal of the Executive Partnership Services as a result of further negotiation between the parties during the agreement renewal process;
- (c) the long-term arrangement protects the interests of the Company by minimising the risk of disruption to partnership arrangement and loss of Executive Partnership Fee income during the Term of the Partnership; and
- (d) considering the nature and characteristics of the fund management industry which relies on the experience and expertise of the Executive Partner in managing and operating the Partnership, the long-term arrangement is expected to benefit the Group in terms of the operational consistency and stability in respect of the

operation and management of the fund.

In considering whether it is normal business practice for services of a similar nature to the Executive Partnership Services to have a term of such duration, the Independent Financial Adviser has:

- (a) reviewed the full list of existing agreements in relation to fund management entered into by the Group since 2019, and noted that the duration of such agreements ranged from seven years to twenty years, with the duration of the Executive Partnership Services falling within such range;
- (b) identified seven announcements issued by other companies listed on the Stock Exchange within a period of six months prior to the date of the Partnership Agreement, which involved the entering into of agreements in relation to the provision of fund management services and/or payment of fund management fee (or equivalent) (the “**Comparable Agreements**”), which the Independent Financial Adviser considered to be appropriate to reflect the recent market practices on agreements of similar nature; and
- (c) noted that (i) all seven Comparable Agreements carrying an initial term/duration of over three years, suggesting that it is not uncommon for fund management service to have a term/duration of three years or more; and (ii) the initial term/duration of the seven Comparable Agreements ranged from seven to fifteen years, with the duration of the Executive Partnership Services falling within such ranges suggesting that it is not uncommon for agreements of similar nature to have a term/duration comparable to that of the Executive Partnership Services.

Based on the foregoing, the Independent Financial Adviser is of the opinion that (a) a term of longer than three years is required for the provision of Executive Partnership Services; and (b) it is normal business practice for agreements of similar nature to be of such duration.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE PARTNERSHIP AGREEMENT**

With the successful launch of the first batch of public REITs products in China, the Company has ushered in the era of public REITs for infrastructure in China. Taking advantage of the opportunity of the era of public REITs, the Company actively arranged and participated in the strategic placement of public REITs products in 2021. The establishment of the fund pursuant to the Partnership Agreement will also absorb high-quality infrastructure assets for the issuance or raising of public REITs products, and ultimately realising the Company’s strategic goal of “pre-REITs fund acquisition + platform operation management + public REITs issuance and exit + REITs strategic placing investment” in the field of REITs, and achieving the core purpose of opening up the whole chain of business closed loop and capital closed loop.

The Company focuses on the main business of parking and infrastructure and real estate fund management. The parking business mainly focuses on long-term operation rights, new build-operate-transfer (BOT) projects and property right holding projects, which

is characterised by high demand and low operation cost. In the field of infrastructure and real estate fund management, the Company bases on the model of “fund + base + industry” to invest and radiate industrial resources with fund investment and effectively enhance the value of assets. Infrastructure assets with long-term stable cash flow are recognised as high-quality public REITs underlying assets, which is the characteristic of the Company’s parking and urban renewal assets. Through the establishment of the fund, the Company will gain all-round experience in asset operation and fund management. Combined with the current public offering REITs policy update, parking assets have been officially included in the pilot scope of public offering REITs. The experience accumulated in this cooperation can synergise with the main business sector to lay a solid foundation for the Company to participate in the public offering REITs in the future with parking and urban renewal assets as bottom assets.

## **INFORMATION OF THE GROUP AND THE PARTIES TO THE PARTNERSHIP AGREEMENT**

The Group mainly focuses on the parking business and infrastructure and real estate fund management business.

Beijing Heshou is a company established in the PRC with limited liability and a non-wholly-owned subsidiary of the Company. Beijing Heshou is indirectly held as to 81% by the Company and directly held as to 19% by China Life Capital. Beijing Heshou is principally engaged in investment management, investment consulting, business management consulting and economic and trade consulting.

China Life Capital is the Manager of the Partnership. It is a professional investment management fund platform focusing on investment of real estate, infrastructure and other fields. It is principally engaged in investment management and asset management. China Life Capital is a direct wholly-owned subsidiary of China Life Investment.

China Life Investment is a company established in the PRC with limited liability and is ultimately held as to 90% and 10% by the Ministry of Finance of the PRC and the National Council for Social Security Fund, respectively. As a professional alternative investment platform under 中國人壽保險(集團)公司(China Life Insurance (Group) Company\*), China Life Investment’s business scope covers equity investment, real estate investment, infrastructure investment, special opportunity investment, inclusive finance and other fields.

Shougang Fund is a company established in the PRC with limited liability and is a wholly-owned subsidiary of Shougang Group (a state-owned enterprise established in the PRC with limited liability and is ultimately owned by 北京市人民政府國有資產監督管理委員會 (the State-owned Assets Supervision and Administration Commission of Beijing Municipal People’s Government\*)). It is principally engaged in investment, management and advisory of non-securities businesses.

To the best of the Directors’ knowledge, information and belief and having made all reasonable enquiries, China Life Investment, China Life Capital and their ultimate beneficial owners are Independent Third Parties.

## LISTING RULES IMPLICATIONS

As at the date of this announcement, Shougang Group indirectly holds approximately 34.91% of the issued Shares and therefore is a substantial Shareholder and a connected person of the Company. Shougang Fund is a wholly-owned subsidiary of Shougang Group and indirectly holds approximately 12.60% of the issued Shares, and therefore is a substantial Shareholder and a connected person of the Company.

Accordingly, the entering into of the Partnership Agreement and the transactions contemplated thereunder constitute a connected transaction of the Company, and the provision of Executive Partnership Services constitutes continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the Company's capital commitment under the Partnership Agreement are more than 0.1% but all are less than 5%, the establishment of Partnership and the subscription of interest in the Partnership is subject to reporting and announcement requirements but exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the annual caps on the Executive Partnership Fee for the provision of Executive Partnership Services under the Partnership Agreement are more than 0.1% but are all less than 5%, such transactions are subject to reporting, announcement and annual review requirements but exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

Pursuant to Rule 14A.52 of the Listing Rules, the term of an agreement for a continuing connected transaction of a listed issuer must not exceed three years except in special circumstances where the nature of the transaction requires a longer period. As the Initial Term (being a fixed period of eight (8) years) of the provision of Executive Partnership Services exceeds three years, the Company has appointed the Independent Financial Adviser to explain why the provision of Executive Partnership Services requires a term longer than three years and to confirm that it is normal business practice for provision of service of such type to be of such duration. The opinion of the Independent Financial Adviser has been set out in the section headed "OPINIONS FROM THE INDEPENDENT FINANCIAL ADVISER" in this announcement.

Mr. Zhao Tianyang and Mr. Xu Liang (the "**Excluded Directors**"), by virtue of their connection with Shougang Group, have abstained from voting on the Board resolutions proposed to approve the Partnership Agreement and the transactions contemplated thereunder (including the provision of the Executive Partnership Services and its proposed annual caps). Save as disclosed, none of the Directors has any material interest in the Partnership Agreement and the transactions contemplated thereunder (including the provision of the Executive Partnership Services and its proposed annual caps).

The Directors (including the independent non-executive Directors but excluding the Excluded Directors) consider that the terms of the Partnership Agreement (including the provision of the Executive Partnership Services and its proposed annual caps) are fair and reasonable and the transactions contemplated under the Partnership Agreement (including the provision of the Executive Partnership Services and its proposed annual

caps) are on normal commercial terms 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.

## DEFINITIONS

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

“affiliate(s)”	in relation to an entity, it means any other entity controlling and controlled by or under common control with such entity, and the term “control” means directly or indirectly holding the majority of the shareholding, voting rights or management rights;
“associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Beijing Heshou”	北京合壽投資管理有限公司 (Beijing Heshou Investment Management Co., Ltd.*), a company established in the PRC with limited liability;
“Board”	the board of Directors;
“China Life Capital”	國壽資本投資有限公司 (China Life Capital Co., Ltd.*), a company established in the PRC with limited liability;
“China Life Investment”	國壽投資保險資產管理有限公司 (China Life Investment Management Company Limited*), a company established in the PRC with limited liability;
“Company”	Shoucheng Holdings Limited, a company incorporated in Hong Kong with limited liability and the shares of which are listed on the main board of the Stock Exchange (stock code: 697);
“connected person”	has the meaning ascribed to it under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Executive Partner”	the executive partner of the Partnership, initially being Beijing Heshou;
“Executive Partnership Services”	the executive partnership services provided by the Executive Partner to the Partnership under the Partnership Agreement, as stipulated in the subsection headed “THE PARTNERSHIP AGREEMENT - Management of the Partnership - The Executive Partner” in this announcement;

“Executive Partnership Fee”	the executive partnership fee receivable by the Executive Partner from the Partnership in return for providing the Executive Partnership Services pursuant to the Partnership Agreement;
“General Partner”	the general partner of the Partnership, being Beijing Heshou;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Financial Adviser”	Lego Corporate Finance Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activities as defined under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), which has been appointed as the independent financial adviser for the purpose of Rule 14A.52 of the Listing Rules;
“Independent Third Party(ies)”	third party(ies) independent of the Company and connected persons of the Company;
“Initial Closing Date”	the date specified on the capital contribution payment notice on which the second instalment of capital contribution is due to be made by the Partners pursuant to the terms of the Partnership Agreement;
“Investment Decision Committee”	the investment decision committee of the Partnership, which is responsible for making decisions on significant matters in relation to the investments made by the Partnership;
“Limited Partner(s)”	the limited partner(s) of the Partnership, being Shougang Fund and China Life Investment, each a Limited Partner;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Manager”	the manager of the Partnership, initially being China Life Capital, a company established in the PRC with limited liability;
“Partner(s)”	the partner(s) of the Partnership, being Beijing Heshou, Shougang Fund and China Life Investment, each a Partner;
“Partners’ Meeting(s)”	annual general meeting(s) and/or extraordinary general

	meeting(s) of the Partnership;
“Partnership”	a limited partnership to be established in the PRC pursuant to the terms of the Partnership Agreement, the proposed name of which is 北京綠合股權投資合夥企業 ( 有限合夥 ) (Beijing Lvhe Equity Investment Partnership (Limited Partnership)*), which is subject to approval of the relevant market supervision and management authorities in the PRC;
“Partnership Agreement”	the partnership agreement dated 31 December 2021 between Beijing Heshou, Shougang Fund and China Life Investment in relation to the establishment of the Partnership;
“PRC”	the People’s Republic of China and for the purpose of this announcement shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan;
“REITs”	real estate investment trusts;
“RMB”	Renminbi, the lawful currency of the PRC;
“Shareholder(s)”	holder(s) of the Share(s);
“Share(s)”	the ordinary share(s) of the Company;
“Shougang Fund”	北京首鋼基金有限公司 (Beijing Shougang Fund Co., Ltd.*), a company established in the PRC with limited liability and a wholly-owned subsidiary of Shougang Group;
“Shougang Group”	首鋼集團有限公司 (Shougang Group Co., Ltd.*), a state-owned enterprise established in the PRC;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“substantial Shareholder”	has the meaning ascribed to it under the Listing Rules; and
“%”	per cent.

By order of the Board  
**Shoucheng Holdings Limited**  
**Zhao Tianyang**  
*Chairman*

Hong Kong, 31 December 2021

*As at the date of this announcement, the Board comprises Mr. Zhao Tianyang (Chairman), Mr. Xu Liang, Mr. Li Wei (President) and Ms. Zhang Meng as Executive Directors; Mr. Liu Jingwei, Mr. Ho Gilbert Chi Hang and Mr. Li Hao as Non-executive Directors; Dr. Wang Xin, Mr. Choi Fan Keung Vic, Mr. Deng Yougao, Ms. Zhang Quanling and Ms. Zhuge Wenjing as Independent Non-executive Directors.*

*\* for identification purpose only*