

---

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

---

**If you are in any doubt** as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

**If you have sold or transferred** all your shares of Fosun International Limited, you should at once hand this circular to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser or the transferee.

This circular is for information only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities mentioned herein.

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

---

**FOSUN 复星**  
**復星國際有限公司**  
**FOSUN INTERNATIONAL LIMITED**  
*(Incorporated in Hong Kong with limited liability)*  
(Stock Code: 00656)

**MAJOR TRANSACTION**  
**NEW DISPOSAL OF NANJING NANGANG TO**  
**NANJING IRON & STEEL GROUP**

---

Capitalized terms used in this cover shall have the same meanings as those defined in the section headed “Definitions” in this circular. A letter from the Board is set out on pages 6 to 22 of this circular.

The New Disposal has been approved by written Shareholders’ approval pursuant to Rule 14.44 of the Listing Rules in lieu of a general meeting of the Company. This circular is being dispatched to the Shareholders for information only.

29 June 2023

---

## CONTENTS

---

	<i>Page</i>
<b>DEFINITIONS . . . . .</b>	<b>1</b>
<b>LETTER FROM THE BOARD . . . . .</b>	<b>5</b>
<b>APPENDIX I – FINANCIAL INFORMATION OF THE GROUP . . . . .</b>	<b>I-1</b>
<b>APPENDIX II – GENERAL INFORMATION . . . . .</b>	<b>II-1</b>

---

## DEFINITIONS

---

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

“Acquisition”	the acquisition of the shares of Wansheng by Fosun High Technology from Nanjing Iron & Steel in accordance with the Share Acquisition Agreement
“Benchmark Transfer Price”	the benchmark transfer price payable by the New Purchaser to the Sellers in respect of the New Disposal pursuant to the New ETA
“Board”	the board of the Directors of the Company
“Business Day”	a day on which banks in China are open for general commercial business, other than a Saturday, Sunday or public holiday in China
“Capital Costs”	the interests payable on the Earnest Money by the Sellers to Shagang Group pursuant to the terms of the Previous ETA, details of which are set out in the paragraph headed “Capital Costs” in this circular
“Closing”	closing of the New Disposal in accordance with the New ETA
“Closing Date”	the date on which Closing occurs
“Company”	Fosun International Limited (復星國際有限公司), a company incorporated under the laws of Hong Kong and whose shares are listed and traded on the Main Board of the Hong Kong Stock Exchange with stock code 00656
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Earnest Money”	the earnest money of RMB8 billion paid by Shagang Group to the Sellers pursuant to the Framework Agreement dated 14 October 2022 entered into between Shagang Group and the Sellers
“Equity Transfer Prepayments”	the First Equity Transfer Prepayment and the Second Equity Transfer Prepayment
“Fosun High Technology”	Shanghai Fosun High Technology (Group) Co., Ltd.* (上海復星高科技(集團)有限公司), a limited liability company established under the laws of the PRC and a wholly-owned subsidiary of the Company as at the Latest Practicable Date
“Fosun Holdings”	Fosun Holdings Limited

---

## DEFINITIONS

---

“Fosun Industrial Investment”	Shanghai Fosun Industrial Investment Co., Ltd.* (上海復星產業投資有限公司), a limited liability company established under the laws of the PRC and a wholly-owned subsidiary of Fosun High Technology as at the Latest Practicable Date
“Fosun Industrial Technology”	Shanghai Fosun Industrial Technology Development Co., Ltd.* (上海復星工業技術發展有限公司), a limited liability company established under the laws of the PRC and a wholly-owned subsidiary of Fosun Industrial Investment as at the Latest Practicable Date
“Fosun International Holdings”	Fosun International Holdings Ltd.
“Framework Agreement”	the investment framework agreement dated 14 October 2022 entered into between Shagang Group and the Sellers in respect of the potential disposal of the Target Interest, details of which are set out in the announcement of the Company dated 19 October 2022
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Latest Practicable Date”	23 June 2023, being the latest practicable date prior to the printing of this circular for ascertaining certain information for inclusion in the circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Nanjing Iron & Steel”	Nanjing Iron & Steel Co., Ltd.* (南京鋼鐵股份有限公司), a joint stock limited company established under the laws of the PRC, whose shares are listed and traded on the SSE with stock code 600282. It is owned directly and indirectly as to 59.10% equity interest by the Target Company as at the Latest Practicable Date
“Nanjing Iron & Steel Group” or “New Purchaser”	Nanjing Iron & Steel Group Co., Ltd.* (南京鋼鐵集團有限公司), a limited liability company established under the laws of the PRC
“New Disposal”	the disposal of the Target Interest by the Sellers to the New Purchaser in accordance with the New ETA

---

## DEFINITIONS

---

“New Disposal Consideration”	the total consideration which consists of RMB13.58 billion and the Capital Costs (subject to adjustment as set out in the New Disposal Consideration Formula) for the disposal of an aggregate of 60% equity interest in the Target Company by each of the Sellers to the New Purchaser pursuant to the New ETA
“New ETA”	the equity transfer agreement entered into between the Sellers and the New Purchaser on 2 April 2023 for the transfer of the Target Interest in connection with the New Disposal
“PRC” or “China”	the People’s Republic of China, which for the purpose of this circular only excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan region
“Previous Announcement”	the announcement of the Company dated 14 March 2023 in relation to the Previous Disposal and the Acquisition
“Previous Disposal”	the disposal of the Target Interest by the Sellers to the Previous Purchasers in accordance with the Previous ETA
“Previous Disposal Consideration”	the total consideration which shall be RMB13.58 billion (subject to adjustment as set out in the Disposal Consideration Formula disclosed in the Previous Announcement) for the disposal of an aggregate of 60% equity interest in the Target Company by the Sellers to the Previous Purchasers pursuant to the Previous ETA
“Previous ETA”	the equity transfer agreement entered into between the Sellers and the Previous Purchasers on 14 March 2023 for the transfer of the Target Interest in connection with the Previous Disposal
“Previous Purchasers”	Shagang Group and Shagang Investment
“Reference Date”	30 June 2022
“RMB”	Renminbi, the lawful currency of the PRC
“Sellers” and each a “Seller”	Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shagang Group”	Jiangsu Shagang Group Co., Ltd.* (江蘇沙鋼集團有限公司), a limited liability company established under the laws of the PRC and an independent third party of the Company

---

## DEFINITIONS

---

“Shagang Investment”	Jiangsu Shagang Group Investment Holding Co., Ltd.* (江蘇沙鋼集團投資控股有限公司), a limited liability company established under the laws of the PRC and an independent third party of the Company
“Share(s)”	the share(s) of the Company
“Share Acquisition Agreement”	the share acquisition agreement entered into between Nanjing Iron & Steel and Fosun High Technology on 14 March 2023 for the transfer of 29.5645% equity interest in Wansheng in connection with the Acquisition
“Shareholders”	the shareholders of the Company
“SSE”	the Shanghai Stock Exchange
“Target Company” or “Nanjing Nangang”	Nanjing Nangang Iron & Steel United Co., Ltd.* (南京南鋼鋼鐵聯合有限公司), a limited liability company established under the laws of the PRC
“Target Group”	the Target Company, the entities directly or indirectly controlled by the Target Company as at the date of the New ETA (excluding Wansheng and Hefei Furui Microelectronics Co., Ltd.* (合肥復睿微電子有限公司) and their respective subsidiaries and branches) and the entities which the Target Company has acquired direct or indirect control during the period from the date of the New ETA to the Closing Date (if any)
“Target Interest”	60% equity interest in the Target Company held by the Sellers to be disposed of to the New Purchaser, including but not limited to all cumulative undistributed profits entitled to the Target Interest in the Target Company which include undeclared profits and declared but unpaid dividends as at the Closing Date
“Termination”	termination of the Previous Disposal pursuant to the written notice by the Sellers to the Previous Purchasers
“Wansheng”	Zhejiang Wansheng Co., Ltd.* (浙江萬盛股份有限公司), a joint stock limited company established under the laws of the PRC, whose shares are listed and traded on the SSE with stock code 603010
“%”	per cent

\* All of the English titles or names of the PRC entities, as well as certain items contained in this circular have been included for identification purpose only and may not necessarily be the official English translations of the corresponding Chinese titles or names. If there is any inconsistency between the English translations and the Chinese titles or names, the Chinese titles or names shall prevail.

---

LETTER FROM THE BOARD

---

**FOSUN 复星**  
**復星國際有限公司**  
**FOSUN INTERNATIONAL LIMITED**  
*(Incorporated in Hong Kong with limited liability)*  
(Stock Code: 00656)

**Directors:**

*Executive Directors:*

Mr. Guo Guangchang (*Chairman*)  
Mr. Wang Qunbin (*Co-Chairman*)  
Mr. Chen Qiyu (*Co-Chief Executive Officer*)  
Mr. Xu Xiaoliang (*Co-Chief Executive Officer*)  
Mr. Gong Ping  
Mr. Huang Zhen  
Mr. Pan Donghui

**Registered Office:**

Room 808, ICBC Tower  
3 Garden Road  
Central  
Hong Kong

*Non-executive Directors:*

Mr. Yu Qingfei  
Mr. Li Shupe  
Mr. Li Fuhua

*Independent Non-executive Directors:*

Mr. Zhang Shengman  
Mr. Zhang Huaqiao  
Mr. David T. Zhang  
Dr. Lee Kai-Fu  
Ms. Tsang King Suen Katherine

29 June 2023

*To the Shareholders*

Dear Sirs or Madams,

**MAJOR TRANSACTION**  
**NEW DISPOSAL OF NANJING NANGANG TO**  
**NANJING IRON & STEEL GROUP**

**1. INTRODUCTION**

Reference is made to the announcements of the Company dated 19 October 2022, 14 March 2023 and 2 April 2023. The Board announced that on 14 October 2022, Shagang Group, and Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology, entered into the

---

## LETTER FROM THE BOARD

---

Framework Agreement, pursuant to which, it was intended that Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology will dispose of, and Shagang Group will acquire 60% equity interest in the Target Company. The Board further announced that on 14 March 2023, pursuant to the Framework Agreement, Shagang Group and Shagang Investment as the Previous Purchasers, and Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology as the Sellers, entered into the Previous ETA, pursuant to which, the Sellers agreed to conditionally dispose of, and the Previous Purchasers agreed to conditionally acquire, 60% equity interest in the Target Company.

### 2. DISPOSAL OF THE TARGET COMPANY TO NANJING IRON & STEEL GROUP

As at the Latest Practicable Date, Nanjing Iron & Steel Group is an existing shareholder of the Target Company holding 40% equity interest in the Target Company. In accordance with the Company Law of the PRC and Articles and Association of the Target Company, Nanjing Iron & Steel Group is entitled to the Right of First Refusal to purchase the Target Interest on equivalent terms and conditions offered by the Previous Purchasers to the Sellers under the Previous ETA (the “**Right of First Refusal**”). As such, it was a condition precedent to the completion of the Previous Disposal pursuant to the Previous ETA to obtain the shareholder approval of the Target Company to waive the Right of First Refusal.

Pursuant to the Previous ETA, the Sellers sent a notice (the “**Notice**”) to Nanjing Iron & Steel Group on 14 March 2023. On 2 April 2023, Nanjing Iron & Steel Group informed the Sellers that it decided to exercise its Right of First Refusal to acquire 60% equity interest in the Target Company held by the Sellers.

As a result of Nanjing Iron & Steel Group’s exercise of the Right of First Refusal:

- (i) The Sellers served a written notice to the Previous Purchasers to terminate the Previous ETA on 3 April 2023, pursuant to which, the Sellers shall return the Earnest Money and the corresponding interests at an annual interest rate of 8% (the “**Relevant Interests**”) to the bank account designated by the Previous Purchasers pursuant to the terms of the Framework Agreement and the Previous ETA.
- (ii) On 2 April 2023, Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology as the Sellers entered into the New ETA with Nanjing Iron & Steel Group as the New Purchaser, pursuant to which the Sellers agreed to conditionally dispose of, and the New Purchaser agreed to conditionally acquire 60% equity interest in the Target Company at the New Disposal Consideration.

Upon completion of the New Disposal, the entire equity interest in the Target Company will be solely held by Nanjing Iron & Steel Group and the Sellers will cease to have any equity interest in the Target Company.

The principal terms of the New ETA are set out below:



---

## LETTER FROM THE BOARD

---

### Date

2 April 2023

### Parties

Sellers: (i) Fosun High Technology;  
(ii) Fosun Industrial Investment; and  
(iii) Fosun Industrial Technology.

New Purchaser: Nanjing Iron & Steel Group

(collectively, the “**Parties**”)

To the best of the Directors’ knowledge, information and belief, and after having made all reasonable enquires, the New Purchaser and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons.

### New Disposal

Pursuant to the New ETA, Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology agreed to sell 30%, 20% and 10% equity interest in the Target Company, respectively, and Nanjing Iron & Steel Group agreed to acquire 60% equity interest in the Target Company. The Parties agreed that the disposal of the Target Interest by each of the Sellers shall be inter-conditional and subject to the disposal of an aggregate of 60% equity interest in the Target Company by each of the Sellers to the New Purchaser.

### New Disposal Consideration

Pursuant to the Notice, the New Disposal Consideration of the transfer of the Target Interest shall be the sum of RMB13.58 billion and the Capital Costs (as detailed below) (subject to adjustment as set out in the New Disposal Consideration Formula).

Pursuant to the New ETA, the New Disposal Consideration payable by the New Purchaser to the respective Seller shall be adjusted based on the formula as set out below (the “**New Disposal Consideration Formula**”):

New Disposal Consideration = Benchmark Transfer Price (being the sum of RMB13.58 billion and the Capital Costs) – the applicable Seller’s Omission Notice Cost (as defined below) x 110%

In respect of any Seller, omission refers to, during the period commencing from 00:01 a.m. on the day following the Reference Date and ending on the Closing, if there are certain new circumstances which result in (i) the Target Group having to pay the Sellers or its related parties (or their designated third parties); (ii) liabilities being incurred on the part of the Target Group for the benefit of the

---

## LETTER FROM THE BOARD

---

Sellers or their related parties; and/or (iii) the transfer of any asset or other interest of the Target Group to the Sellers or their related parties (or their designated third parties). Each Seller shall submit a written notice to the New Purchaser no later than the fifth Business Day before the Closing Date, stating the aggregate amount of omission cost that have been accumulated in respect of such Seller (the “**Seller’s Omission Notice Cost**”).

The Parties agreed that, if the Target Company increases its registered capital by way of capital reserve and/or undistributed profits of the Target Company with the prior written consent of the New Purchaser and after performing the internal decision-making procedure of the Target Company in accordance with the applicable law before the Closing, the New Purchaser shall still acquire all equity interest held by each Seller in the Target Company prior to the Closing and the New Disposal Consideration receivable by each Seller shall remain unchanged.

### *Capital Costs*

Pursuant to the Framework Agreement, a portion of the Earnest Money of RMB4 billion (the “**First Earnest Money**”) and the remaining portion of the Earnest Money of RMB4 billion (the “**Second Earnest Money**”) were paid by Shagang Group to the Sellers on 14 October 2022 and 17 October 2022, respectively.

As a result of entering into the New ETA, the Sellers are required to pay the Relevant Interests to Shagang Group for the termination of the Previous ETA. Therefore, the New Purchaser agreed to pay the following capital costs to the Sellers as part of the New Disposal Consideration:

- (i) the corresponding interest for the First Earnest Money at an annual interest rate of 8%, covering the period from the payment date of the First Earnest Money on 14 October 2022 (inclusive) onwards up to the First Equity Transfer Prepayment Day (as defined below) (exclusive for such day); and
- (ii) the corresponding interest for the Second Earnest Money at an annual interest rate of 8%, covering the period from the payment date of the Second Earnest Money on 17 October 2022 (inclusive) onwards up to the First Equity Transfer Prepayment Day (as defined below) (exclusive for such day).

### *Basis of the New Disposal Consideration*

As the terms and conditions offered by the New Purchaser under the New ETA shall be on equivalent terms and conditions offered by the Previous Purchasers to the Sellers under the Previous ETA, the New Disposal Consideration is determined based on the sum of the Previous Disposal Consideration and the Capital Costs.

The Previous Disposal Consideration was arrived at, through multi-party bids and after arm’s length negotiations, which was determined with reference to the following factors: (i) upon the signing of the Framework Agreement, the Target Company has distributed a profit of RMB3 billion (the “**Pre-Agreement Profit Distribution**”) to all of its shareholders on 31 December 2022, among which RMB1.2 billion, RMB0.9 billion, RMB0.6 billion and RMB0.3 billion were distributed to Nanjing

## LETTER FROM THE BOARD

Iron & Steel Group, Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology respectively, to offset the principal of the loan amounting to RMB3 billion acquired by Fosun High Technology and Nanjing Iron & Steel Group from the Target Company. After due consideration of the Pre-Agreement Profit Distribution and on the basis of the range of consideration as agreed in the Framework Agreement, the Purchasers and the Sellers have agreed on the benchmark transfer price under the Previous ETA (being RMB13.58 billion); (ii) the annual production capacity of Nanjing Iron & Steel, a subsidiary of the Target Company; (iii) the future development of the Target Company; (iv) the carrying amount of the Target Company as at 31 December 2022 of approximately RMB12.81 billion; and (v) the disposal of the Target Company will enable the Group to focus more resources on key development strategies and key projects and contribute to the long-term success of the Group.

### Payment Arrangement

The payment arrangement of the New Disposal Consideration, consisting of the First Equity Transfer Prepayment, Second Equity Transfer Prepayment and Equity Transfer Balance (as defined below), are shown in the following table.

*Unit: RMB Yuan*

Sellers	New Purchaser	Equity Interest (%)	Benchmark Transfer Price (A)	First Equity Transfer Prepayment (B)	Second Equity Transfer Prepayment (C)	Equity Transfer Balance (A-B-C)
Fosun High Technology	Nanjing Iron & Steel Group	30	6,790,000,000 plus corresponding Capital Costs of 150,794,520.55 <b>Sub-total: 6,940,794,520.55</b>	4,000,000,000 plus corresponding Capital Costs of 150,794,520.55 <b>Sub-total: 4,150,794,520.55</b>	2,500,000,000	290,000,000
Fosun Industrial Investment		20	4,526,670,000 plus corresponding Capital Costs of 92,602,739.73 <b>Sub-total: 4,619,272,739.73</b>	2,500,000,000 plus corresponding Capital Costs of 92,602,739.73 <b>Sub-total: 2,592,602,739.73</b>	1,736,670,000	290,000,000
Fosun Industrial Technology		10	2,263,330,000 plus corresponding Capital Costs of 55,561,643.84 <b>Sub-total: 2,318,891,643.84</b>	1,500,000,000 plus corresponding Capital Costs of 55,561,643.84 <b>Sub-total: 1,555,561,643.84</b>	763,330,000	0
<b>Total</b>		<b>60</b>	13,580,000,000 plus corresponding Capital Costs of 298,958,904.11 <b>Total: 13,878,958,904.11</b>	8,000,000,000 plus corresponding Capital Costs of 298,958,904.11 <b>Total: 8,298,958,904.11</b>	<b>5,000,000,000</b>	<b>580,000,000</b>

---

## LETTER FROM THE BOARD

---

### *First Equity Transfer Prepayment*

On the second Business Day after all the conditions precedent for the First Equity Transfer Prepayment (as defined below) (the “**First Equity Transfer Prepayment Day**”) have been fulfilled (or in the event of any unfulfilled conditions waived by the New Purchaser by way of written agreement), the New Purchaser shall pay to the Sellers a sum of RMB8 billion and the Capital Costs as transfer prepayment (the “**First Equity Transfer Prepayment**”). Pursuant to the terms of the Framework Agreement and the Previous ETA, the Sellers shall return the Earnest Money and the Relevant Interests to the bank account designated by the Previous Purchasers after the termination of the Previous ETA. In order to ensure the Sellers would perform such repayment obligations, the Parties agreed that the Sellers can only use the First Equity Transfer Prepayment to repay the Earnest Money made by Shagang Group to the Sellers under the Framework Agreement and the Relevant Interests (the “**Earnest Money and Relevant Interests**”) to Shagang Group. Each Seller shall set up a designated escrow account for receiving the First Equity Transfer Prepayment (the “**Escrow Account**”) at a designated bank (“**Escrow Bank**”). Each Escrow Account will be jointly monitored by the Sellers, the New Purchaser and the Escrow Bank. Once the First Equity Transfer Prepayment is transferred by the New Purchaser to each of the Escrow Accounts, each of the aforementioned parties shall use its best efforts to ensure that all the First Equity Transfer Prepayment are immediately transferred to Shagang Group’s bank account, and to specify for repaying the Earnest Money and Relevant Interests as the transfer purpose. The New Purchaser has paid the First Equity Transfer Prepayment to the Escrow Accounts on 4 April 2023, and the Earnest Money and the Relevant Interests has been repaid by the Sellers to Shagang Group on 4 April 2023.

While transferring the First Equity Transfer Prepayment to the Escrow Accounts, the Sellers shall in parallel submit the following documents to the New Purchaser:

- (1) Equity pledge contract executed by the New Purchaser and Fosun Industrial Investment, pursuant to which Fosun Industrial Investment pledges the 11% equity interest in the Target Company held by it to the New Purchaser (the “**11% Equity Pledge Contract**”). For the avoidance of doubt, the 11% Equity Pledge Contract shall stipulate that the deregistration of the equity pledge of the 11% equity interest in Target Company held by Fosun Industrial Investment in favour of the New Purchaser on 5 August 2022 (the “**Previous 11% Equity Pledge**”) shall be a condition precedent to Fosun Industrial Investment pledging its 11% equity interest in the Target Company to the New Purchaser. The Previous 11% Equity Pledge was provided by Fosun Industrial Investment in favour of the New Purchaser in August 2022 to secure the repayment obligation of a loan provided by the New Purchaser to Fosun High Technology (the “**Previous Loan**”). Fosun High Technology has repaid the Previous Loan in October 2022. Therefore, the Previous 11% Equity Pledge has been deregistered on 3 April 2023 as the debt secured by it has been extinguished and the 11% Equity Pledge Contract was executed by the New Purchaser and Fosun Industrial Investment on 3 April 2023; and
- (2) Equity pledge contract executed by the New Purchaser, Fosun High Technology, Fosun Industrial Investment and Fosun Industrial Technology, pursuant to which the Sellers pledge their 49% equity interest in the Target Company held by them to the New Purchaser (the “**49% Equity Pledge Contract**”). For the avoidance of doubt, the 49% Equity Pledge Contract

---

## LETTER FROM THE BOARD

---

shall stipulate that the deregistration of the equity pledge of the 49% equity interest in the Target Company held by the Sellers in favour of Shagang Group shall be a condition precedent to the Seller pledging their 49% equity interest in the Target Company to the New Purchaser.

The release of the First Equity Transfer Prepayment from the Escrow Account to the Sellers is subject to the following conditions:

- (i) the Sellers have executed all relevant documents in relation to the equity pledges in respect of the Target Interest pursuant to the 11% Equity Pledge Contract and 49% Equity Pledge Contract and is ready to deliver the same to the New Purchaser; and
- (ii) certain customary conditions precedent in respect of the validity of the relevant transaction documents in respect of the New Disposal, the legality and the non-existence of government restrictions of the New Disposal as at the First Equity Transfer Prepayment Day and confirmation of the fulfilment of the conditions of the First Equity Transfer Prepayment.

### ***Second Equity Transfer Prepayment***

Within 3 Business Days after all the conditions precedent for the Second Equity Transfer Prepayment (as defined below) have been fulfilled (or in the event of any unfulfilled conditions waived by the New Purchaser by way of written agreement), the New Purchaser shall pay a transfer prepayment of RMB5 billion (the “**Second Equity Transfer Prepayment**”) to the agreed Sellers’ bank accounts (the “**Sellers’ Bank Accounts**”).

The payment of the Second Equity Transfer Prepayment by the New Purchaser to the Sellers is subject to the following conditions:

- (i) all equity pledges in respect of the Target Interest in favour the New Purchaser have been duly registered and remain valid;
- (ii) Fosun High Technology has acquired 29.5645% equity interest in Wansheng held by Nangang Iron & Steel at the consideration in accordance with the laws and regulatory requirements and approved by the relevant securities regulatory authorities and paid such consideration in full and completed the transfer registration procedures; and
- (iii) certain customary conditions precedent in respect of the validity of the relevant transaction documents in respect of the New Disposal, the legality and the non-existence of government restrictions of the New Disposal as at the payment date of the Second Equity Transfer Prepayment and confirmation of the fulfilment of the conditions of the Second Equity Transfer Prepayment.

### ***Equity Transfer Balance***

On Closing Date, the Equity Transfer Prepayments will be automatically converted into part of the New Disposal Consideration.

---

## LETTER FROM THE BOARD

---

The New Purchaser shall pay the remaining balance of the New Disposal Consideration (the “**Equity Transfer Balance**”) to the Sellers’ Bank Accounts within 5 Business Days after all the conditions precedent for Closing have been fulfilled (or in the event of any unfulfilled conditions waived by the New Purchaser by way of written agreement) or any other time agreed by way of written consent between the New Purchaser and the Seller(s).

### **Conditions Precedent of Closing**

#### *Conditions precedent of Closing applicable to the Parties*

The Parties shall fulfill in whole or waive (in whole or in part) upon the written agreement between the Sellers and the New Purchaser (subject to the compliance with the applicable law) certain customary conditions precedent regarding the validity of the relevant transaction documents in respect of the New Disposal on Closing Date, the legality and non-existence of government restrictions of the New Disposal.

As at the Latest Practicable Date, all of the above conditions precedent have been fulfilled.

#### *Conditions precedent of Closing applicable to the Sellers*

In addition to the above conditions precedent of Closing, the New Purchaser shall perform its obligations to the corresponding Seller on the Closing Date subject to the fulfilment or waiver of the following conditions:

- (i) execution and delivery of transaction documents, and all government authorizations required for the New Purchaser, the Sellers or the Target Company in respect of the New Disposal have been obtained or completed and remain valid in full as at the Closing Date, including but not limited to passing of the review of concentration filings (the “**Anti-Monopoly Review**”) of the New Disposal by the competent administration for market regulation;
- (ii) in relation to the New Disposal and any possible changes in the control of the Target Company resulting thereof, the Sellers have performed their notification obligations in accordance with the applicable law or any relevant agreements signed by the Target Group by providing relevant third parties with necessary notification, and delivered the proof of such written notification and all relevant written replies/receipts to the New Purchasers;
- (iii) no objection from the China Securities Regulatory Commission and its despatched offices and competent stock exchanges concerned (the “**Relevant Securities Regulatory Authorities**”) to the New Disposal, which means within 10 Business Days after the fulfilment of the conditions precedent of Closing (save for this condition and condition (vi)), the Relevant Securities Regulatory Authorities have not expressly objected or have confirmed the approval of the Closing of the New Disposal. If the Relevant Securities Regulatory Authorities have recommended adjustment proposals concerning the New Disposal, the Parties shall make reasonable efforts to make the corresponding adjustments. If the Parties have cooperated to implement such adjustment proposals, it shall be deemed that the Relevant Securities Regulatory Authorities have confirmed the approval of the Closing;

---

## LETTER FROM THE BOARD

---

- (iv) the resignation of relevant directors, supervisors and senior management of the Target Company as appointed by the Sellers;
- (v) Fosun High Technology has acquired 29.5645% equity interest in Wansheng held by Nangang Iron & Steel at the consideration in accordance with the laws and regulatory requirements and approved by the relevant securities regulatory authorities and paid such consideration in full and completed the transfer registration procedures;
- (vi) the Sellers have procured the Target Company to complete the registration procedures and filings with the competent administration for market regulation in respect of the change in shareholding structure of the Target Company and to deliver the notice of approval issued by the competent administration for market regulation and the amended original and scanned copy of business license of the Target Company to the New Purchaser;
- (vii) the Sellers have submitted the *confirmation letter of the fulfilment of the conditions to Closing* in the format and with the content set out in the New ETA to the New Purchaser; and
- (viii) other customary conditions precedent of Closing regarding the true and accuracy of the representations and warranties of the Sellers in relation to themselves and the Target Group, the Sellers' performance of undertakings and covenants under the New ETA and the non-occurrence of events with material adverse effect.

Conditions (i) to (viii) above are waivable in full or in part at the discretion of the New Purchaser in writing. Conditions of Closing waived by the New Purchaser shall automatically convert into the post-Closing obligations of the Sellers in respect of the New Disposal. As at the Latest Practicable Date, save for condition (viii) which has been fulfilled, none of the other conditions precedent have been fulfilled.

### **Closing**

Subject to the compliance with the terms and conditions of the New ETA, within 5 Business Days (or such other time agreed in writing by the New Purchaser and the Sellers) upon the fulfilment of all the conditions precedent of Closing (for the avoidance of doubt, the Sellers shall provide the relevant documents and material (if applicable) to the New Purchaser proving the satisfaction of the conditions precedent of Closing) or written waiver by the relevant party of the conditions precedent of Closing, the New Purchaser shall pay the Equity Transfer Balance to the Sellers. For the avoidance of doubt, Closing shall take place when the New Purchaser pay the Equity Transfer Balance to the Sellers pursuant to the New ETA and the Closing Date is the day when Closing occurs. The New Purchaser shall acquire all rights in the Target Interest from the Closing.

---

## LETTER FROM THE BOARD

---

### Other Undertakings

The Parties agreed to be subject to certain undertakings, including but not limited to, the following undertakings:

- (i) the New Purchaser shall file the Anti-Monopoly Review with the State Administration for Market Regulation within 1 month upon the signing of the new ETA and notify the Sellers immediately upon the confirmation of the review result;
- (ii) the Parties shall and shall procure the Target Company to cooperate with the Sellers or their related party to acquire the entire equity interest in Hefei Furui Microelectronics Co., Ltd.\* (合肥复睿微电子有限公司) held by the Target Company at a consideration which is equivalent to the original cost of capital contribution and complete the transfer registration in respect of such equity transfer with the competent administration for market regulation within 6 months from the signing date of the New ETA;
- (iii) the Parties shall and shall procure the Target Company to cooperate with the Sellers or their related party to transfer 9% equity interest in Shanghai Fosun High Technology Group Finance Co., Ltd.\* (上海復星高科技集團財務有限公司) (“**Shanghai Fosun Finance**”) held by Nanjing Iron & Steel United Co., Ltd.\* (南京鋼鐵聯合有限公司) (“**Nanjing Iron & Steel United**”) at a consideration which is equivalent to the net asset value as set out in the latest financial statement of Shanghai Fosun Finance (based on the monthly report) before the signing of the related transfer agreement and complete the transfer registration in respect of such equity transfer with the competent administration for market regulation within 6 months from the signing date of the New ETA;
- (iv) after the Closing Date, the Sellers shall procure the resignation of the senior management, supervisors and directors of Nanjing Iron & Steel indirectly appointed by the Sellers from Nanjing Iron & Steel within 5 Business Days upon the receipt of prior written notice from the New Purchaser;
- (v) in respect of the private equity funds jointly operated by the Target Company through entities controlled by it and the related entities of the Sellers and the private equity funds directly or indirectly invested by the Target Company as limited partner and managed and operated by the related entities of the Sellers (the “**Related Funds**”), the Sellers agreed to enter into friendly negotiations with the New Purchaser on the treatment proposal of the Related Funds within 6 months after the Closing Date;
- (vi) the Sellers shall and shall procure the Target Company to cooperate reasonably with the New Purchaser to deliver the documents of the tender offer report to Nanjing Iron & Steel on the signing date of the New ETA and after the Closing Date, and to cooperate reasonably with the New Purchaser to make a general tender offer to Nanjing Iron & Steel;
- (vii) subject to the request of the New Purchaser, the Seller shall procure Hainan Mining Co., Ltd. (海南礦業股份有限公司) (“**Hainan Mining**”), a company which is a subsidiary of the Company as at the Latest Practicable Date and whose shares are listed and traded on the SEE



---

## LETTER FROM THE BOARD

---

with stock code 601969, to cooperate with the Target Company, Nanjing Iron & Steel, Anhui Jinan Mining Co., Ltd.\* (安徽金安礦業有限公司) and Nanjing Iron & Steel United to release their non-competition undertakings and confirmations in respect of self-use iron ore products as set out in the initial public offering prospectus of Hainan Mining within 6 months after the Closing Date;

- (viii) pursuant to the compliance requirement of the Asset Management Association of China (中國證券投資基金業協會), the Parties agreed to jointly procure the Target Company to, within 3 months upon the expiry of a 12-month period following the Closing Date, (a) sell the 11% property interest in Nanjing Nangang Xinqi Enterprise Management Partnership (Limited Partnership)\* (南京南鋼鑫啟企業管理合夥企業 (有限合夥)) (“**Nanjing Nangang Xinqi**”) held by the Target Company to the party designated by the Sellers (the “**Nanjing Nangang Xinqi Transfer**”) at a consideration with reference to the then actual investment costs of the Target Company in Nanjing Nangang Xinqi and the interests calculated based on the loan prime rate (LPR) for the same period announced by the National Interbank Funding Center; (b) change the general partner of Nanjing Nangang Xinqi to the related party of the Sellers, and complete the transfer registration in respect of the Nanjing Nangang Xinqi Transfer with the competent administration for market regulation. In addition, the Parties shall jointly procure the Target Company to (a) change the appointed representative of managing partner of Wuxi Binhu Nangang Xingbo Venture Capital Partnership (Limited Partnership)\* (無錫濱湖南鋼星博創業投資合夥企業 (有限合夥)) (“**Wuxi Nangang**”) to the party nominated by the Sellers; and (b) adjust the composition of the 5 members in the investment decision committee of Wuxi Nangang appointed by Nanjing Nangang Xinqi so that the Sellers shall appoint 3 members and the Target Company shall appoint 2 members in such committee. For the avoidance of doubt, the proportion of the right to proceeds of the Target Company in Nanjing Nangang Xinqi (i.e. being 60%) shall not be affected by the Nanjing Nangang Xinqi Transfer, where the adjustment of the right to proceeds of the Target Company shall be negotiated by the Sellers and the New Purchaser separately. The New Purchaser also acknowledged and confirmed that the management team of Wuxi Nangang will continue to enjoy the corresponding incentive in Nanjing Nangang Xinqi pursuant to the then effective incentive policy of the Sellers; and
- (ix) the Sellers individually and severally undertake to the New Purchaser that (a) unless with the consent of the New Purchaser, the Sellers will not make any resolutions to initiate liquidation, dissolution, cancellation or disposal of all or majority of assets (except in the circumstances where the Sellers appoint a related party with capability not inferior to that of such Seller) within 5 years from the Closing Date; and (b) the Sellers will ensure they have sufficient ability to perform the indemnity provisions under the New ETA (if required).

### Transition Period

For the New Disposal, the transition period commences from the signing date of the New ETA and ends on the Closing Date. The Target Company and the core companies of the Target Group shall operate its business in the normal course of business and in a manner consistent with the prior practice and the prudent industry practice.

---

## LETTER FROM THE BOARD

---

### Termination

In the event of the following circumstances, the Sellers and/or the New Purchaser are entitled to terminate the New ETA before Closing:

- (i) the Parties jointly terminate the New ETA by written agreement;
- (ii) if any government department promulgates any law, issues any order, decree or decision or takes any other legal action to restrict, prevent or otherwise prohibit the New Disposal involving the Sellers, or renders the New Disposal involving the Sellers illegal or impracticable to complete;
- (iii) the New Purchaser is entitled to terminate the New ETA if any of the following events occurs:
  - (a) material breach of any of the representations and warranties or the covenants, undertakings and obligations under the New ETA by the Sellers which would result in conditions precedent of Closing not being satisfied or waived in writing by the New Purchaser before the Long Stop Date (as defined below) and such breach is not remedied within 10 Business Days after the written notice is issued by the New Purchaser;
  - (b) Closing has not occurred on the 180th day after the signing date of the New ETA or such later date as agreed in writing by the Parties. For the avoidance of doubt, if after the expiry of the above period, the New Disposal is still pending review and approval of the government department, the above deadline shall be postponed accordingly but the maximum extension shall not exceed 45 days unless otherwise agreed in writing by the Parties (the “**Long Stop Date**”). If the non-occurrence of the Closing on the Long Stop Date is solely caused by a material breach by the New Purchaser’s sole cause (for the avoidance of doubt, New Purchaser itself, excluding any other third party), the New Purchaser shall not be entitled to terminate the New ETA;
  - (c) breach of exclusivity provisions under the New ETA by the Sellers and the Sellers have entered into a share transfer agreement or any binding agreement of intent in respect of the Target Interest with a third party; or
- (iv) the Sellers are entitled to terminate the New ETA if any of the following events occurs:
  - (a) material breach of any of the representations and warranties or the covenants, undertakings and obligations under the New ETA by the New Purchaser which would result in conditions precedent of Closing not being satisfied or waived in writing by the Sellers before the Long Stop Date and such breach is not remedied within 10 Business Days after the written notice is issued by the Sellers;

---

## LETTER FROM THE BOARD

---

- (b) failure of the New Purchaser to file the Anti-Monopoly Review with the State Administration for Market Regulation in a timely manner which would result in conditions precedent of Closing not being satisfied before the Long Stop Date and such breach is not remedied within 10 Business Days after the written notice is issued by the Sellers;
- (c) failure of the New Purchaser to pay any installment of the New Disposal Consideration pursuant to the New ETA and the overdue period is more than 60 days; or
- (d) Closing has not occurred on the Long Stop Date. The Sellers shall not be entitled to terminate the New ETA pursuant to this clause if the non-occurrence of the Closing on the Long Stop Date is solely caused by a material breach by the Sellers' sole cause (for the avoidance of doubt, Seller itself, excluding any other third party).

### 3. GENERAL INFORMATION

#### **Company**

The Company is a global innovation-driven consumer group with mission to provide high-quality products and services for families around the world in Health, Happiness, Wealth and Intelligent Manufacturing business segments.

#### **Fosun High Technology**

Fosun High Technology is a limited liability company established in the PRC. As at the Latest Practicable Date, it is a wholly-owned subsidiary of the Company and is the main operating platform of the Group in the PRC.

#### **Fosun Industrial Investment**

Fosun Industrial Investment is a limited liability company established in the PRC. As at the Latest Practicable Date, it is a wholly-owned subsidiary of Fosun High Technology and the Company. It is principally engaged in investment holding.

#### **Fosun Industrial Technology**

Fosun Industrial Technology is a limited liability company established in the PRC. As at the Latest Practicable Date, it is a wholly-owned subsidiary of Fosun Industrial Investment and the Company. It is principally engaged in investment holding.

---

## LETTER FROM THE BOARD

---

### Nanjing Iron & Steel Group

Nanjing Iron & Steel Group is a limited liability company established under the laws of the PRC. As at the Latest Practicable Date:

- (i) Nanjing Iron & Steel Group is owned as to (a) 51% equity interest by Nanjing Iron & Steel Venture Investment Co., Ltd.\* (南京鋼鐵創業投資有限公司) (“**Nanjing Iron & Steel Venture Investment**”) and (b) 49% equity interest by Nanjing New Industry Investment Group Co., Ltd.\* (南京新工投資集團有限責任公司) which is a state-owned enterprise; and
- (ii) Nanjing Iron & Steel Venture Investment is owned as to (a) approximately 36.07% equity interest by Nanjing Iron & Steel Group Co., Ltd. Trade Unions Committee\* (南京鋼鐵集團有限公司工會委員會) and (b) approximately 63.93% equity interest by other natural person shareholders, amongst which, no natural person shareholders held more than 10% equity interest in Nanjing Iron & Steel Venture Investment.

To the best of the Directors’ knowledge, information and belief, and after having made all reasonable enquiries, Nanjing Iron & Steel Group and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

### Nanjing Nangang

Nanjing Nangang is a company established in the PRC. As at the Latest Practicable Date, Nanjing Nangang is a joint venture of the Company and held as to 40% equity interest by Nanjing Iron & Steel Group, 30% equity interest by Fosun High Technology, 20% equity interest by Fosun Industrial Investment and 10% equity interest by Fosun Industrial Technology.

Nanjing Nangang is principally engaged in investment holding and the Target Group is principally engaged in the related business on smelting and sale of iron and steel. As at the Latest Practicable Date, Nanjing Nangang directly and indirectly holds 59.10% equity interest in Nanjing Iron & Steel. Nanjing Iron & Steel, a joint stock limited company established in the PRC and whose shares are listed and traded on the SSE with stock code 600282, is a leading whole-process steel conglomerate with high efficiency, which is equipped with an annual integrated 10-million-tonne-level production capability of steel.

The consolidated net profits (both before and after taxation) attributable to the equity holders of Nanjing Nangang for the two fiscal years immediately preceding the New Disposal (in accordance with the China Accounting Standards for Business Enterprises) are as follows:

---

## LETTER FROM THE BOARD

---

	For the year ended 31 December	
	2022	2021
	approximately	approximately
	RMB million	RMB million
	(audited)	(audited)
Net profit before tax	2,676.52	5,708.86
Net profit after tax	2,291.45	4,695.62

The audited consolidated total assets, net assets and net assets attributable to owners of the parent of Nanjing Nangang were approximately RMB81,942.38 million, RMB34,324.02 million and RMB17,471.41 million as of 31 December 2022, respectively.

#### 4. FINANCIAL IMPLICATIONS OF THE NEW DISPOSAL

Upon completion of the New Disposal, the Group will no longer hold any equity interest in Nanjing Nangang. It is expected that, upon completion of the New Disposal, the Group will realize a gain before tax on the New Disposal of approximately RMB0.77 billion and such gain is calculated with reference to the difference between RMB13.58 billion in the New Disposal Consideration and the carrying amount of Group's investment in Nanjing Nangang as at 31 December 2022 of approximately RMB12.81 billion. The actual gain as a result of the New Disposal to be recorded by the Group is subject to audit and will be reassessed after the completion of the New Disposal.

The Group intends to use the proceeds from the New Disposal for the Group's general working capital.

#### 5. REASONS FOR AND BENEFITS OF THE NEW DISPOSAL

The Company is positioned as a global innovation-driven consumer group, with the mission of creating happier lives for families worldwide and serving one billion families around the world. The Company's strategy focuses on a happy ecosystem of health, happiness and wealth and supports the lifestyle and consumption upgrade of modern consumers.

The New Disposal will enable the Group to focus more resources on key development strategies and key projects and contribute to the long-term success of the Group. It also demonstrates the Group's continuous efforts and focus on enhancing its overall competitiveness and creating maximum value for its Shareholders.

The Directors (including the independent non-executive Directors) are of the view that the New Disposal, as well as the terms of the New ETA are on normal commercial terms, fair and reasonable and in the interests of the Company and its Shareholders as a whole.

---

## LETTER FROM THE BOARD

---

### 6. LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios (as defined under Rule 14.04 (9) of the Listing Rules) in relation to the New Disposal are more than 25% but all are less than 75%, the New Disposal constitutes a major transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

To the best of the knowledge, information and belief of the Directors, and after having made all reasonable enquiries, no Shareholders or any of their respective associates (as defined under the Listing Rules) have any material interest in the New Disposal contemplated under the New ETA, thus no Shareholder is required to abstain from voting if the Company were to convene a general meeting for the approval of the New Disposal contemplated under the New ETA. The Company has obtained a written shareholder's approval from Fosun Holdings Limited, the controlling Shareholder holding approximately 73.67% of the total issued shares of the Company as at the Latest Practicable Date, in lieu of holding a general meeting to approve the New Disposal contemplated under New ETA, in accordance with Rule 14.44 of the Listing Rules.

### 7. ADDITIONAL INFORMATION OF THE ACQUISITION

In respect of the Acquisition, the Company would like to supplement the following information on the lock-up undertaking set out in the paragraphs headed "Effectiveness of the Share Acquisition Agreement" and "Lock-up Period" in the Previous Announcement:

Wansheng completed a non-public offering in April 2022 (the "**Non-public Offering**"), pursuant to which, Nanjing Iron & Steel acquired 104,305,939 shares of Wansheng by way of share subscription (the "**Lock-up Wansheng Shares**"). In connection with the Non-public Offering, Nanjing Iron & Steel had voluntarily undertaken that it will not transfer the Lock-up Wansheng Shares within 36 months from the closing date of the Non-public Offering (i.e. 7 April 2022) (the "**Wansheng Lock-up Undertaking**").

In order to facilitate the Acquisition, Nanjing Iron & Steel applied for a waiver of the Wansheng Lock-up Undertaking, which had been approved by the board of directors of Wansheng and approved by the independent shareholders of Wansheng as at the Latest Practicable Date. The Wansheng Lock-up Undertaking does not constitute a statutory undertaking made in accordance with the mandatory provisions of relevant PRC laws and regulations and normative documents or an irrevocable undertaking under the listing rules of SSE, and is not a prerequisite or necessary condition for the implementation and completion of the Non-public Offering. As the Wansheng Lock-up Undertaking will be novated from Nanjing Iron & Steel to Fosun High Technology as a new shareholder of Wansheng from the completion date of the Acquisition Transfer Registration (as defined in the Previous Announcement), the Waiver is in line with the relevant provisions of the Listed Companies Regulatory Guidance No. 4 – Undertakings of Listed Companies and Related Parties (上市公司監管指引第4號—上市公司及其相關方承諾) issued by China Securities Regulatory Commission.

---

## LETTER FROM THE BOARD

---

### 8. RECOMMENDATION

The Directors are of the view that the terms of the New Disposal are fair and reasonable, and are on normal commercial terms and that the entering into of the New ETA is in the interests of the Company and the Shareholders as a whole. Accordingly, if the Company were to convene a general meeting for the approval of the New Disposal, the Directors would recommend the Shareholders to vote in favour of the ordinary resolution to approve the New Disposal, the entering into and performance of obligations under the New ETA at such general meeting.

### 9. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendices to this circular.

By Order of the Board  
**Fosun International Limited**  
**Guo Guangchang**  
*Chairman*

**1. INDEBTEDNESS**

As at the close of business on 30 April 2023, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining information contained in this indebtedness statement, the Group had an aggregate outstanding indebtedness of approximately RMB234,458,969,000, which comprised of:

**As at 30 April 2023**

*RMB'000*

Interest-bearing bank and other borrowings:

Bank loans

Guaranteed	521,876
Secured	60,660,202
Unsecured	93,439,184

154,621,262

Corporate bonds and enterprise bonds (unguaranteed, unsecured)	13,756,991
Private placement notes (unguaranteed, unsecured)	287,417
Senior notes (unguaranteed, unsecured)	26,476,931
Medium-term notes (unguaranteed, unsecured)	3,559,345
Super short-term commercial papers (unguaranteed, unsecured)	1,014,937
Exchangeable bonds, secured	1,973,521
Other borrowings, secured	10,681,972
Other borrowings, unsecured	2,836,062
Due to related parties (unguaranteed, unsecured)	1,006,901
Lease liabilities	18,243,630

Total 234,458,969

Repayable:

Within one year	97,657,898
In the second year	54,051,107
In the third to fifth years, inclusive	52,557,330
Over five years	30,192,634

Total 234,458,969

As at the close of business on 30 April 2023, some of the Group's bank loans and other borrowings were secured by the pledge of some of the Group's buildings, construction in progress, investment properties, right-of-use assets, properties under development, pledged bank balances, investment in associates, financial assets at fair value through profit or loss, investments in subsidiaries, and completed properties for sale, etc.



**Contingent Liabilities:**

As at the close of business on 30 April 2023, the Group had the following contingent liabilities:

	<b>As at 30 April 2023</b>
	<i>RMB'000</i>
Guaranteed bank loans of:	
Related parties	2,911,896
Third parties	303,536
Qualified buyers' mortgage loans	7,788,149
	<hr/>
Total	<hr/> <b>11,003,581</b> <hr/>

Save as aforesaid or as otherwise disclosed herein, and apart from intra-group liabilities and normal trade payables, as at the close of business on 30 April 2023, the Group did not have any outstanding debts securities, bank overdrafts, liabilities under acceptances (other than normal trade bills), acceptances credits, material hire purchase commitments, mortgages or charges, which were either guaranteed, unguaranteed, secured or unsecured.

Save as disclosed above, the Directors have confirmed that there have been no material changes in the indebtedness and contingent liabilities of the Group since 30 April 2023.

**2. WORKING CAPITAL**

Taking into account the existing cash and bank balances, the present internal resources and the available banking facilities of the Group, the Directors, after due and careful enquiry, are of the opinion that the working capital available to the Group is sufficient for the Group's requirements for at least twelve months from the date of this circular. The Company has obtained the relevant confirmations regarding the working capital sufficiency.

**3. FINANCIAL AND TRADING PROSPECTS OF THE GROUP**

The Company is a global innovation-driven consumer group with mission to provide high quality products and services for families around the world in Health, Happiness, Wealth and Intelligent Manufacturing business segments. Meanwhile, it constantly optimize its debt structure, aiming for a higher rating of the Group.

For the Health segment, it focuses on the ecosystem of (i) pharmaceutical business (Shanghai Fosun Pharmaceutical (Group) Co., Ltd.\* (上海復星醫藥(集團)股份有限公司), Shanghai Henlius Biotech, Inc.\* (上海復宏漢霖生物技術股份有限公司) and Gland Pharma Limited), (ii) devices and diagnosis business (Sisram Medical Ltd) and (iii) the business of healthcare services and products (Fosun Health), and adheres to the "4 IN" strategy (Innovation, Internationalization, Integration, Intelligentization) to continuously improve its product competitiveness and brand value. In recent years, with the evolution of social development and population aging, innovative drug research and

development, innovative medical devices and medical diagnostics are opening up development opportunities, and the demand for quality medical products and services has increased significantly. At the same time, with the deepening of China's medical and health system reform, new policies such as centralized drug procurement speed up the process of reducing deficit in medical insurance funding, thus bringing a revolutionary challenge to the industry. The Group will continue to upgrade its innovation, integration and internationalization capabilities. Meanwhile, it will build a medical-grade, one-stop Fosun health ecosystem for all scenarios on the C-end, as well as a matrix of diverse, distinctive and innovative products on the M-end.

For the Happiness segment, it targets the consumption needs of family customers in the happiness aspect. Centering on brand consumption and tourism and leisure, the Group actively organizes teams of people, creates goods and arranges venues to meet customer needs directly. The platforms for brand consumption business include Shanghai Yuyuan Tourist Mart (Group) Co., Ltd.\* (上海豫園旅遊商城(集團)股份有限公司), Lanvin Group Holdings Limited, and Fosun Sports Group S.à r.l., which engage in businesses such as jewelry and fashion, liquor and spirits, C-end platforms, fashion brands, food, catering, beauty and health, sports, cultural business and pet care. Meanwhile, Fosun Tourism Group is the platform for the tourism and leisure business, engaging in businesses such as the operation of tourism destinations, resort and hotels, services and solutions in tourism and leisure settings. Through the twin-driver strategy of “profound industry operations + industrial investment”, the Group builds a globalized happiness ecosystem covering the whole value chain of the industry.

For the Wealth segment, it mainly consists of financial services with insurance as the core business. The Wealth segment is divided into two major sub-segments, namely insurance and asset management. The insurance business includes overseas and domestic insurance businesses, with major member companies including Fidelidade – Companhia de Seguros, S.A. and its subsidiaries, Peak Reinsurance Company Limited, Pramerica Fosun Life Insurance Co., Ltd.\* (復星保德信人壽保險有限公司) and Fosun United Health Insurance Co., Ltd.\* (復星聯合健康保險股份有限公司). The asset management business covers asset management (investment) and asset management (property). Asset management (investment) includes Shanghai Fosun Capital Investment Management Co., Ltd.\* (上海復星創富投資管理股份有限公司), Fosun RZ Capital, Hauck Aufhäuser Lampe Privatbank AG and Banco Comercial Português, S.A. The asset management (property) business covers comprehensive real estate projects in China, Asia Pacific, Europe and the Americas, including such asset types as residential properties, office buildings, commercial properties, hotels, infrastructure and logistics facilities, etc..

For the Intelligent Manufacturing segment, after the completion of the New Disposal, it will mainly focus on mineral oil and gas resources and intelligent manufacturing, and actively expand relevant industries with high added value of technology, such as fields of new materials and smart mobility. The Group's mineral oil and gas resources business, represented by Hainan Mining Co., Ltd.\* (海南礦業股份有限公司), continues to maintain rapid growth under the cycle of continuous global commodity boom. At the same time, with the vigorous development of intelligent manufacturing services represented by Shanghai Easun Technology Co., Ltd.\* (上海翌耀科技股份有限公司), other companies under the Group's Intelligent Manufacturing segment are expected to benefit of the growth of rapid development of the industry.

Based on the Group's well-developed strengths and fundamentals, we will continue to strengthen innovation, deepen global operations, and refine more good products and services to create happier lives for families worldwide and will continue to achieve sustainable growth, consolidate business and financial strengths to win out over the business cycle and realize multiplying growth.

## 1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group. The Directors, having made all reasonable inquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

## 2. DISCLOSURE OF INTERESTS OF DIRECTORS

As at the Latest Practicable Date, the interests or short positions of the Directors or chief executives of the Company in the shares, underlying shares or debentures of the Company or any associated corporations (within the meaning of Part XV of the SFO) as recorded in the register required to be kept under Section 352 of the SFO or as otherwise notified to the Company and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in Appendix 10 of the Listing Rules (the “**Model Code**”) were as follows:

### (1) Long positions in the Shares, underlying Shares of the Company

Name of Director/chief executive	Class of Shares	Number of Shares	Type of interests	Approximate percentage of Shares in issue
Guo Guangchang	Ordinary	6,044,246,673 <sup>(1)</sup>	Corporate	73.67%
Guo Guangchang	Ordinary	738,000	Individual	0.01%
Wang Qunbin	Ordinary	704,000	Individual	0.01%
Chen Qiyu	Ordinary	31,084,400	Individual	0.38%
Xu Xiaoliang	Ordinary	27,480,000	Individual	0.33%
Gong Ping	Ordinary	14,725,800	Individual	0.18%
Huang Zhen	Ordinary	3,447,200	Individual	0.04%
Pan Donghui	Ordinary	14,323,484	Individual	0.17%
Yu Qingfei	Ordinary	50,000	Individual	0.00%
Zhang Shengman	Ordinary	125,250	Individual	0.00%
Zhang Huaqiao	Ordinary	530,000	Individual	0.01%
David T. Zhang	Ordinary	230,000	Individual	0.00%
Lee Kai-Fu	Ordinary	185,000	Individual	0.00%
Tsang King Suen Katherine	Ordinary	75,000	Individual	0.00%

**(2) Long positions in the shares, underlying shares of the Company's associated corporations (within the meaning of Part XV of the SFO)**

Name of Director/chief executive	Name of associated corporation	Class of shares	Number of shares	Type of interests	Approximate percentage of class shares in issue
Guo Guangchang	Fosun Holdings	Ordinary	1 <sup>(5)</sup>	Corporate	100.00%
	Fosun International Holdings	Ordinary	29,000	Individual	85.29%
	Fosun Pharma <sup>(3)</sup>	A Shares <sup>(2)</sup>	114,075	Individual	0.01%
		A Shares <sup>(2)</sup>	885,595,955 <sup>(5)</sup>	Corporate	41.77%
		H Shares	77,533,500 <sup>(5)</sup>	Corporate	14.05%
	Sisram Medical Ltd	Ordinary	331,911,200 <sup>(5)</sup>	Corporate	71.03%
	FTG <sup>(4)</sup>	Ordinary	987,339,132 <sup>(5)</sup>	Corporate	79.50%
	Shanghai Henlius Biotech, Inc.	Domestic Shares	291,365,387 <sup>(5)</sup>	Corporate	80.00%
		H Shares	35,523,439 <sup>(5)</sup>	Corporate	21.74%
Wang Qunbin	Fosun International Holdings	Ordinary	5,000	Individual	14.71%
	Fosun Pharma <sup>(3)</sup>	A Shares <sup>(2)</sup>	114,075	Individual	0.01%
Chen Qiyu	Fosun Pharma <sup>(3)</sup>	A Shares <sup>(2)</sup>	114,075	Individual	0.01%
	FTG <sup>(4)</sup>	Ordinary	501,478	Individual	0.04%
Xu Xiaoliang	FTG <sup>(4)</sup>	Ordinary	2,052,328	Individual	0.17%
Gong Ping	FTG <sup>(4)</sup>	Ordinary	200,988	Individual	0.02%
Huang Zhen	Shanghai Yuyuan Tourist Mart (Group) Co., Ltd.	A Shares <sup>(2)</sup>	1,301,000	Individual	0.03%
		FTG <sup>(4)</sup>	308,000	Individual	0.02%
	Fosun Pharma <sup>(3)</sup>	A Shares <sup>(2)</sup>	45,500	Individual	0.00%
Pan Donghui	FTG <sup>(4)</sup>	Ordinary	490,000	Individual	0.04%

**(3) Interests in debentures of the Company's associated corporations (within the meaning of Part XV of the SFO)**

Name of Director/chief executive	Name of associated corporation	Type of interests	Debentures (USD)
Wang Qunbin	Fortune Star (BVI) Limited	Individual	1,773,889
Chen Qiyu	Fortune Star (BVI) Limited	Individual	1,478,241
Xu Xiaoliang	Fortune Star (BVI) Limited	Individual	6,356,437
Gong Ping	Fortune Star (BVI) Limited	Individual	1,478,241
Huang Zhen	Fortune Star (BVI) Limited	Individual	739,121
Pan Donghui	Fortune Star (BVI) Limited	Individual	739,121

*Notes:*

- (1) Pursuant to Division 7 of Part XV of the SFO, 6,044,246,673 Shares held by Mr. Guo Guangchang are deemed corporate interests held through Fosun Holdings and Fosun International Holdings.
- (2) A Shares mean the equity securities listed on the SSE.
- (3) Fosun Pharma refers to Shanghai Fosun Pharmaceutical (Group) Co., Ltd.\* (上海復星醫藥(集團)有限公司)
- (4) FTG refers to Fosun Tourism Group.
- (5) Pursuant to Division 7 of Part XV of the SFO, the shares held by Mr. Guo Guangchang are deemed as corporate interests held through Fosun International Holdings, Fosun Holdings, the Company and/or its subsidiaries.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or chief executives of the Company and their respective associates had interests or short positions in the shares, underlying shares and/or debentures (as the case may be) of the Company or its associated corporations (within the meaning of Part XV of the SFO) which were notified to the Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which are taken or deemed to have under such provisions of the SFO), or recorded in the register maintained by the Company pursuant to Section 352 of the SFO or which were notified to the Company and the Hong Kong Stock Exchange pursuant to the Model Code.

### **3. DIRECTORS' INTERESTS**

- (a) None of the Directors has any direct or indirect interest in any assets which have been, since 31 December 2022, being the date to which the latest published audited accounts of the Company were made up, acquired or disposed of by or leased to, or which are proposed to be acquired or disposed of by, or leased to, any member of the Group.
- (b) None of the Directors was materially interested in any contract or arrangement subsisting at the date of this circular and which was significant in relation to the business of the Group.
- (c) None of the Directors or chief executives of the Company and their respective associates has any competing interests which would be required to be disclosed (as if each of them was a controlling Shareholder of the Company under Rule 8.10 of the Listing Rules).

### **4. SERVICE CONTRACTS**

None of the Directors has any existing or proposed service contract with any member of the Group which is not determinable by the Group within one year without payment of compensation (other than statutory compensation).

## 5. DISCLOSURE OF INTERESTS OF SUBSTANTIAL SHAREHOLDERS

### Long positions in the Shares, underlying Shares and debentures of the Company

As at the Latest Practicable Date, so far as was known to the Directors, the persons or entities, other than a Director or chief executive of the Company, who had an interest or a short position in the Shares or the underlying Shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or which were recorded in the register required to be kept by the Company under Section 336 of the SFO were as follows:

Name of substantial Shareholder	Number of Shares directly or indirectly held	Approximate percentage of Shares in issue
Fosun Holdings	6,044,246,673 <sup>(2)</sup>	73.67%
Fosun International Holdings <sup>(1)</sup>	6,044,246,673 <sup>(2)(3)</sup>	73.67%

#### Notes:

- (1) Fosun International Holdings is owned as to 85.29% and 14.71% by Mr. Guo Guangchang and Mr. Wang Qunbin, respectively.
- (2) Fosun International Holdings is the beneficial owner of all the issued shares in Fosun Holdings and, therefore Fosun International Holdings is deemed, or taken to be interested in the Shares owned by Fosun Holdings for the purpose of the SFO.
- (3) Mr. Guo Guangchang, by virtue of his ownership of shares in Fosun International Holdings as to 85.29%, is deemed or taken to be interested in the Shares owned by Fosun Holdings for the purpose of the SFO.

Save as disclosed above, as at the Latest Practicable Date, so far as was known to the Directors and chief executives of the Company, the Company has not been notified by any persons (other than a Director or chief executive of the Company) who had an interest or a short position in the Shares or the underlying Shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or which were recorded in the register required to be kept by the Company under Section 336 of the SFO.

## 6. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors confirmed that there was not any material adverse change in the financial or operation positions of the Group since 31 December 2022, the date to which the latest published audited consolidated accounts of the Group were made up.

## 7. MATERIAL LITIGATION

On 21 April 2023, Fosun Industrial Investment received litigation documents, including the “Civil Judgment (2023) Hu 02 Min Chu No. 34”\* ((2023)滬02民初34號《民事裁定書》), “Civil Complaints”\* (《民事起訴狀》), “List of Evidence”\* (《證據目錄》), pursuant to which, Shagang Group (as the plaintiff) alleged that Fosun Industrial Investment (as the defendant) failed to perform

its obligations to pledge 11% of the equity interest in Nanjing Nangang (corresponding to the registered capital of RMB330 million of Nanjing Nangang) (the “**Disputed Equity**”) held by it to Shagang Group under the Framework Agreement, and thus filed a civil litigation with the Shanghai No. 2 Intermediate People’s Court on 27 March 2023, requested Fosun Industrial Investment to pledge the Disputed Equity to Shagang Group and froze the Disputed Equity held by Fosun Industrial Investment. Please refer to the announcement of the Company dated 21 April 2023 for details.

On 27 April 2023, the Sellers received litigation documents, including the “Civil Complaints (2023) Su Min Chu No. 1”\* ((2023)蘇民初1號《民事起訴狀》), “List of Evidence”\* (《證據目錄》), pursuant to which, Shagang Group and Shagang Investment (as the plaintiff) alleged that the Sellers (as the defendants) have breached the Previous ETA, and thus filed a civil litigation with the Jiangsu High People’s Court, which required the Sellers to continue to perform the Previous ETA and transfer the Target Interest to Shagang Group and Shagang Investment (the “**Shagang Litigation II**”). Please refer to the announcement of the Company dated 27 April 2023 for details.

On 30 May 2023, the Sellers received litigation documents, including the “Civil Complaints (2023) Su Min Chu No. 1 of Third Party with Independent Right of Claim”\* ((2023)蘇民初1號《有獨立請求權第三人民事起訴狀》), “List of Evidence of Third Party with Independent Right of Claim”\* (《有獨立請求權第三人證據目錄》), pursuant to which, Nanjing Iron & Steel Group (as the “**Third Party with Independent Right of Claim**”) alleged that it has an independent right to claim the Target Interest and thus filed a civil litigation with the Jiangsu High People’s Court as to participate in the Shagang Litigation II as the Third Party with Independent Right of Claim, seeking the following requests: (1) confirm that Nanjing Iron & Steel Group has the Right of First Refusal to purchase the Target Interest; (2) confirm that the New ETA is legal and valid; (3) order the Sellers to perform the New ETA and transfer the Target Interest to Nanjing Iron & Steel Group; (4) order that the Sellers shall not change the registration of the Target Interest to Shagang Group and Shagang Investment; (5) confirm that the pledge over 49% equity interest by Shagang Group in Nanjing Nangang has been extinguished; and (6) order Shagang Group and the Sellers to complete the registration procedures for the release of such pledge over the 49% equity interest. Please refer to the announcement of the Company dated 31 May 2023 for details.

On 8 June 2023, the Sellers received the “Civil Complaints (2023) Su Min Chu No. 1 of Notice of the Jiangsu High People’s Court”\* ((2023)蘇民初1號《江蘇省高級人民法院通知書》), pursuant to which, Shagang Group and Shagang Investment have filed an application to the Jiangsu High People’s Court to add Nanjing Nangang as a third party to participate in the Shagang Litigation II, and such application has been approved by the Jiangsu High People’s Court. The Jiangsu High People’s Court has notified Nanjing Nangang to participate in the Shagang Litigation II as a third party. Please refer to the announcement of the Company dated 9 June 2023 for details.

As advised by the PRC legal advisor of the Company, (i) the Closing is dependent on the resolution of the aforementioned litigations, and the timing of which could not be accurately estimated, and (ii) in the event that the Closing does not take place on or before the Long Stop Date, the Sellers and Nanjing Iron & Steel Group shall have the right to terminate the New ETA and the Sellers shall be required to repay Nanjing Iron & Steel Group with the Equity Transfer Prepayments actually paid by Nanjing Iron & Steel Group prior to the termination of the New ETA. Also, the expected gain before tax on the New Disposal of approximately RMB0.77 billion as set out in the paragraph headed



“Financial Implications of the New Disposal” may not be recognized in the accounts of the Group for the period(s) before the resolution of the aforementioned litigations. Save for the above, the Board considered that there are no other material impacts to the Group’s financial performance and position.

Save as disclosed above, no member of the Group was engaged in any litigation or claim of material importance, and no such litigation or claim of material importance was known to the Directors to be pending or threatened by or against any member of the Group, as at the Latest Practicable Date.

## 8. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business) were entered into by members of the Group within the two years immediately preceding the Latest Practicable Date which are or may be material:

- (i) the asset and equity transfer agreement dated 3 September 2021 entered into between Shanghai Fuyu Culture and Development Co., Ltd.\* (上海復鈺文化發展有限公司) (“**Shanghai Fuyu**”, a subsidiary of the Company) and Shanghai Foyo Culture and Entertainment Co., Ltd.\* (上海復娛文化傳播股份有限公司) (“**Foyo Culture**”), pursuant to which and subject to the terms and conditions, Shanghai Fuyu agreed to acquire and Foyo Culture agreed to sell the entire equity interest and related assets (including business resources, operating assets, intellectual property rights and related personnel and contracts necessary for core business such as games, sports and esports) in each of Shanghai Mengmeng Information Technology Co., Ltd.\* (上海萌盟信息科技有限公司), Shanghai Yichuan Information Technology Co., Ltd.\* (上海億傳信息技術有限公司), Shanghai Quanzhudong Information Technology Co., Ltd.\* (上海全主動信息技術有限公司), Shanghai Languifu Information Technology Co., Ltd.\* (上海蘭桂馥信息技術有限公司) and Shanghai Maibu Information Technology Co., Ltd.\* (上海邁部信息科技有限公司), with a total cash consideration of RMB80 million;
- (ii) the equity transfer agreement dated 3 September 2021 entered into between Fosun Sports Group S.à r.l. (“**Fousn Sports**”, a subsidiary of the Company) and HD Games Limited (香港硬核玩科技有限公司) (a wholly-owned subsidiary of Foyo Culture), pursuant to which and subject to the terms and conditions, Fosun Sports agreed to acquire and HD Games agreed to sell the 100% equity interest in EZGames Digital Technology Co., Limited (香港易遊數位科技股份有限公司) and the 80% equity interest in Restar Limited, with a total cash consideration of RMB180 million;
- (iii) the equity transfer agreements dated 26 October 2021 entered into among Shanghai Fosun Pharmaceutical Industrial Development Company Limited\* (上海復星醫藥產業發展有限公司, a subsidiary of the Company, “**Fosun Pharma Industrial**”) with each of CICC Kangrui I (Ningbo) Equity Investment Limited Partners (Limited Partnership)\* (中金康瑞壹期(寧波)股權投資基金合夥企業 (有限合夥)) (“**CICC Kangrui**”), Shanghai Heshi Investment Center (Limited Partnership)\* (上海禾實投資中心(有限合夥)) (“**Shanghai Heshi**”), Mr. Zhao Guanghui, Mr. Xue Ping, Ms. Wang Yan, Ms. Yang Dongni, Ms. Yang Jie, Mr. Wang Xiao and Mr. Feng Chen (the “**Selling Shareholders**”) in relation to, among others, Fosun Pharma Industrial agreed to purchase an aggregate of approximately 32.52% equity interest in

- Chengdu Antejin Biotech Co., Ltd.\* (成都安特金生物技術有限公司) (“**Chengdu Antejin**”) held by the Selling Shareholders for an aggregate consideration of approximately RMB1,108.0338 million in cash;
- (iv) the capital increase agreement dated 26 October 2021 entered into among Fosun Pharma Industrial, Chengdu Antejin and Chengdu Jiefurui Investment Co., Ltd.\* (成都傑弗瑞投資有限公司), Mr. Zhao Guanghui, Ms. Yang Dongni, Mr. Xue Ping, Ms. Wang Yan, Ms. Yang Jie, Mr. Wang Xiao, Ms. Zhao Xue, Mr. Feng Chen, Shanghai Jingxu Changzheng Linghui Investment Center (Limited Partnership)\* (上海景旭長征凌輝投資中心 (有限合夥)), Sichuan Innovation and Venture Capital Equity Investment Fund Partnership (L.P.)\* (四川省創新創業股權投資基金合夥企業 (有限合夥)), Mr. Lin Guochun, Shanghai Heshi, Chengdu Aopu Yin Suo Enterprise Management Consulting Partnership (Limited Partnership)\* (成都奧普尹索企業管理諮詢合夥企業 (有限合夥)) and CICC Kangrui in relation to, among others, Fosun Pharma Industrial agreed to make a capital contribution by way of injection of the 100% equity interest of Dalian Aleph Biomedical Co., Ltd.\* (大連雅立峰生物製藥有限公司) at the value of RMB2,898 million, to subscribe for an additional registered capital of RMB47,958,605 of the Chengdu Antejin, representing 60% of the enlarged total equity interest in the Chengdu Antejin after completion of the capital increase;
- (v) the share transfer agreement dated 21 March 2022 entered into between Zhejiang Fosun Commerce Development Limited\* (浙江復星商業發展有限公司, a subsidiary of the Company, “**Zhejiang Fosun**”) and Zhongrong International Trust Co. Ltd.\* (中融國際信託有限公司, “**ZRT**”), pursuant to which Zhejiang Fosun agreed to purchase, and ZRT agreed to dispose of 50% equity interest in Shanghai Fosun Bund Commercial Co., Ltd.\* (上海復星外灘商業有限公司, formerly known as Shanghai Fosun Bund Real Estate Company Limited\* (上海復星外灘置業有限公司)) for a consideration of RMB6,342,187,500;
- (vi) the business combination agreement dated 23 March 2022 entered into among Fosun Fashion Group (Cayman) Limited (an associate of the Company, “**FFG**”) and Lanvin Group Holdings Limited (“**Lanvin Group**”), Lanvin Group Heritage I Limited, Lanvin Group Heritage II Limited (each a subsidiary of the Company) and Primavera Capital Acquisition Corporation (the “**SPAC**”) (as amended on 17 October 2022, 20 October 2022, 28 October 2022 and 2 December 2022) in relation to, among others, the acquisition of FFG by Lanvin Group from FFG’s existing shareholders, through the three-step mergers, pursuant to which new shares of Lanvin Group will be allotted and issued to, among others, the respective existing shareholders of FFG and of the SPAC with a pre-money valuation of FFG at USD1 billion;
- (vii) the membership interest purchase agreement dated 12 April 2022 entered into among the Company, Miracle Nova (UK) Limited (a subsidiary of the Company, “**Miracle Nova**”) and Accident Fund Insurance Company of America (“**AFICA**”), pursuant to which Miracle Nova agreed to sell, and AFICA agreed to purchase, 100% of the equity interest in Miracle Nova I (US), LLC for a consideration of USD740 million (subject to adjustment);
- (viii) the placing agreement dated 30 May 2022 entered into between Fosun Industrial Holdings Limited (a subsidiary of the Company, “**Fosun Industrial**”) and UBS AG Hong Kong Branch (“**UBS**”), pursuant to which Fosun Industrial has agreed to sell, and UBS has agreed to procure the purchasers to purchase, or failing which, to purchase itself, 47,593,626 H shares of Tsingtao Brewery Company Limited\* (青島啤酒股份有限公司, “**Tsingtao Brewery**”) held by

Fosun Industrial, at the price per H share of Tsingtao Brewery at HKD62.00 and the total consideration of approximately HKD2,951 million, subject to the terms and conditions of the placing agreement;

- (ix) the subscription agreements dated 20 July 2022 entered into among Shanghai Fosun Pharmaceutical (Group) Co., Ltd.\* (上海復星醫藥(集團)股份有限公司) (“**Fosun Pharma**”) and 10 investors which include equity investment fund management companies, securities companies, asset management companies, qualified foreign institutional investors and other qualified investors which meet the requirements of the CSRC (the “**Subscribers**”), pursuant to which the Subscribers have agreed to subscribe for, and Fosun Pharma agreed to issue to the Subscribers, an aggregate of 106,756,666 new A shares of Fosun Pharma at RMB42.00 per new A share of Fosun Pharma for a total of RMB4,483,779,720.00 subject to the terms of the subscription agreements;
- (x) the share transfer agreement dated 6 November 2022 entered into between Shanghai Yuyuan Tourist Mart (Group) Co., Ltd.\* (上海豫園旅遊商城(集團)股份有限公司) (“**Yuyuan**”, a subsidiary of the Company) and Gold Mountains (H.K.) International Mining Company Limited (金山(香港)國際礦業有限公司) (“**Gold Mountains**”), pursuant to which Yuyuan has agreed to sell, and Gold Mountains has agreed to purchase, the 654,078,741 H Shares in Zhaojin Mining Industry Company Limited\* (招金礦業股份有限公司) (“**Zhaojin Mining H Shares**”) at the price of HKD6.72 per Zhaojin Mining H Share with a total consideration of HKD4,395,409,139.52;
- (xi) the equity transfer agreement dated 5 January 2023 entered into among the Company, Fosun Industrial Technology, Beijing Camdragon Heavy Industry Group Co., Ltd.\* (北京建龍重工集團有限公司) (“**Camdragon Heavy Industry**”) and Camdragon Investment Co. Ltd. (“**Camdragon Investment**”), pursuant to which Fosun Industrial Development agreed to sell, and Camdragon Heavy Industry agreed to purchase, 25.7033% equity interest in Tianjin Jianlong Iron & Steel Industrial Co., Ltd.\* (天津建龍鋼鐵實業有限公司), 26.6667% equity interest in Jianlong Steel Holdings Co., Ltd.\* (建龍鋼鐵控股有限公司), 26.6667% equity interest in Beijing Northern Jianlong Industrial Co., Ltd. \* (北京北方建龍實業有限公司); the Company has agreed to sell, and Camdragon Investment has agreed to purchase 26.6667% equity interest in Janeboat Holdings Ltd at an aggregate consideration of RMB6.7 billion (the “**Jianlong Equity Transfer Agreement**”);
- (xii) the share acquisition agreement dated 14 March 2023 entered into between Fosun High Technology and Nanjing Iron & Steel, pursuant to which Fosun High Technology agreed to purchase, and Nanjing Iron & Steel agreed to sell, 174,305,939 shares of Wansheng and all underlying rights of such shares at a consideration of RMB2.65 billion;
- (xiii) the Previous ETA dated 14 March 2023 entered into between the Sellers and the Previous Purchasers, pursuant to which the Previous Purchasers agreed to purchase, and the Sellers agreed to sell the Target Interest at a consideration of RMB13.58 billion. On 3 April 2023, the Sellers served a written notice to the Previous Purchasers to terminate the Previous ETA;

- (xiv) the supplemental agreement to the Jianlong Equity Transfer Agreement dated 28 March 2023 entered into among the Company, Fosun Industrial Technology, Camdragon Heavy Industry and Camdragon Investment, pursuant to which the parties agreed to supplement the detailed payment arrangement of the second stage payment under the Jianlong Equity Transfer Agreement;
- (xv) the New ETA dated 2 April 2023 entered into between the Sellers and Nanjing Iron & Steel Group, pursuant to which Nanjing Iron & Steel Group agreed to purchase, and the Sellers agreed to sell the Target Interest at a consideration of RMB13.58 billion and the Capital Costs.
- (xvi) the sale and purchase agreement dated 19 May 2023 entered into among Alpha Yu B.V. (“**Alpha Yu**”, a subsidiary of the Company), Lorie Holding B.V. (“**Lorie Holding**”, an existing minority shareholder of the Target Companies (as defined below)) and BCP Asia II Topco Pte. Ltd. (“**BCP Asia II**”), pursuant to which Alpha Yu has agreed to sell, and BCP Asia II has agreed to purchase, 80% of the entire issued share capital in each of International Gemmological Institute B.V. (“**IGI Belgium**”), IGI Netherlands B.V. (“**IGI Netherlands**”) and International Gemmological Institute (India) Private Limited (“**IGI India**”) (collectively, the “**Target Companies**”), respectively; Lorie Holding has agreed to sell, and the Purchaser has agreed to purchase, 20% of the entire issued share capital in each of IGI Belgium, IGI Netherlands and IGI India, respectively. The total consideration for the disposals of 80% of the entire issued share capital in each of the Target Companies by Alpha Yu was USD455.38 million (subject to the adjustment).

## 9. DOCUMENT ON DISPLAY

A copy of the New ETA will be published on the websites of the Hong Kong Stock Exchange at <http://www.hkexnews.hk> and the Company at <http://www.fosun.com> for a period of 14 days from the date of this circular.

## 10. GENERAL

- (i) The registered office of the Company is situated at Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong.
- (ii) The share registrar of the Company is Computershare Hong Kong Investor Services Limited of 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.
- (iii) The company secretary of the Company is Ms. Sze Mei Ming, who is a fellow member of both The Chartered Governance Institute (CGI) and The Hong Kong Chartered Governance Institute (HKCGI).
- (iv) In case of inconsistencies, the English texts of this circular shall prevail over the Chinese texts thereof.