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

**DISCLOSEABLE TRANSACTION
SUPPLEMENTAL AGREEMENT
IN RELATION TO
ACQUISITION OF WANSHENG**

Reference is made to the announcement of Fosun International Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) dated 14 March 2023 (the “**Previous Announcement**”) in relation to, including but not limited, the execution of the Share Acquisition Agreement (the “**Original Agreement**”) between Fosun High Technology and Nanjing Iron & Steel on 14 March 2023, pursuant to which Fosun High Technology agreed to acquire, and Nanjing Iron & Steel agreed to sell 174,305,939 shares of Wansheng (representing approximately 29.5645% of the issued shares of Wansheng as at the date of this announcement) and all underlying rights of such shares (the “**Acquisition Shares**”) at the Acquisition Consideration of RMB2.65 billion (the “**Acquisition**”). Unless otherwise defined in this announcement, capitalized terms used herein shall have the same meanings as those defined in the Previous Announcement. The announcement is made to provide further details in relation to the Acquisition.

As the conditions precedent of the Original Agreement have been fulfilled and in order to facilitate the disposal of 60% equity interest in Nanjing Nangang, on 22 October 2023, Fosun High Technology (the “**Purchaser**”) and Nanjing Iron & Steel (the “**Seller**”, together with the Purchaser, the “**Parties**”) entered into a supplemental agreement to the Share Acquisition Agreement (the “**Supplemental Agreement**”) to amend and/or supplement the relevant terms of the Original Agreement in relation to the Acquisition. The principal terms of the Supplemental Agreement are set out below:

1. Within 3 Business Days after the effectiveness of the Supplemental Agreement, the Purchaser shall pay the first instalment of the Acquisition Consideration of RMB1 billion to the Seller.
2. Within 2 Business Days after the effectiveness of the Supplemental Agreement, the Parties shall

jointly submit, in a timely manner, an application to the SSE for the confirmation of the Acquisition, and within 1 Business Day after the receipt of the first instalment of the Acquisition Consideration and the approval of the legal department of the SSE by the Seller, the Parties shall apply to the securities depository and clearing authority for the transfer registration procedure of the Acquisition Shares (the “**Acquisition Transfer Registration**”).

3. Within 12 months from the completion date of the Acquisition Transfer Registration (the “**Commencement Date**”), the Purchaser shall pay the remaining Acquisition Consideration, being RMB1.65 billion, deducting the dividends of the Acquisition Shares during the transition period (if any) (the “**Remaining Acquisition Consideration**”), to the Seller. The Purchaser shall pledge the Acquisition Shares to the Seller as a guarantee for payment of the Remaining Acquisition Consideration.

Notwithstanding the foregoing, (i) if the Purchaser pays part or full of the Remaining Acquisition Consideration to the Seller within six months period from the Commencement Date (the “**First Six Months**”), the Purchaser shall pay the Seller compensation at a rate of 1/10,000 per day of the actual paid amount of the Remaining Acquisition Consideration, based on the actual number of days from the Commencement Date (inclusive) to the payment date (exclusive). In addition, as for the part or full of the Remaining Acquisition Consideration unpaid by the Purchaser in the First Six Months, the Purchaser shall also pay the compensation to the Seller at a rate of 1/10,000 per day of the unpaid amount of the Remaining Acquisition Consideration, based on the actual number of days from the Commencement Date (inclusive) to the expiration date of the First Six Months (inclusive).

(ii) If the Purchaser pays part or full of the Remaining Acquisition Consideration before the expiration date of the six months period starting from the day after the expiration date of the First Six Months (the “**Second Six Months**”), in addition to the full amount of the compensation for the First Six Months according to the above terms, the Purchaser shall also pay the Seller compensation at an annualized interest rate of 6% of the paid amount of the Remaining Acquisition Consideration during the Second Six Months, based on the actual number of days from the first day of the Second Six Months (inclusive) to the payment date (exclusive). In addition, as for the part or full of the Remaining Acquisition Consideration unpaid by the Purchaser in the Second Six Months, the Purchaser shall also pay the compensation to the Seller at an annualized interest rate of 6% of the unpaid amount of the Remaining Acquisition Consideration, based on the actual number of days from the first day of the Second Six Months (inclusive) to the expiration date of the Second Six Months (inclusive).

The Company considered that the Acquisition will not constitute a major transaction of the Company at any point of time under the above compensation calculation mechanism.

(iii) As of the expiration date of the Second Six Months, if the Purchaser has not paid in full the Remaining Acquisition Consideration, in addition to the compensation for the First Six Months and the Second Six Months payable by the Purchaser to the Seller in full according to the above terms:

(a) The Purchaser shall pay a late payment penalty to the Seller at an annualized interest rate of 10% of the overdue amount of the Remaining Acquisition Consideration, based on the actual number of days from the day after the expiration date of the Second Six Months (inclusive) to the payment date of the Remaining Acquisition Consideration and the compensation in full (exclusive);

(b) From the day after the expiration date of the Second Six Months, the Seller has the right (but not the obligation) to dispose of the Acquisition Shares in accordance with the relevant pledge agreement, and use the proceeds to pay off the overdue amount of the Remaining Acquisition Consideration, compensation payable under the Supplemental Agreement, late payment penalty and other costs and expenses for realizing the creditors' rights.

4. Within 5 Business Days from the Commencement Date, the Seller shall cooperate with the Purchaser to complete the resignation of the directors, supervisors and senior management of Wansheng nominated by the Seller .
5. The Supplemental Agreement shall take effect from the signing date by Parties and the date of approval by the board of directors of the Seller and the relevant authorities of the Purchaser.

Save as the amendments disclosed herein, all other terms of the Original Agreement as set out in the Previous Announcement remain effective.

By Order of the Board
Fosun International Limited
Guo Guangchang
Chairman

23 October 2023

As at the date of this announcement, the executive directors of the Company are Mr. Guo Guangchang, Mr. Wang Qunbin, Mr. Chen Qiyu, Mr. Xu Xiaoliang, Mr. Gong Ping, Mr. Huang Zhen and Mr. Pan Donghui; the non-executive directors are Mr. Yu Qingfei, Mr. Li Shupeí and Mr. Li Fuhua; and the independent non-executive directors are Mr. Zhang Shengman, Mr. Zhang Huaqiao, Mr. David T. Zhang, Dr. Lee Kai-Fu and Ms. Tsang King Suen Katherine.