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China Hongqiao Group Limited

中國宏橋集團有限公司

(Incorporated under the laws of Cayman Islands with limited liability)

(Stock Code: 1378)

DISCLOSEABLE TRANSACTION FUNDING CONTRIBUTION AND PROVISION OF GUARANTEES

FUNDING CONTRIBUTION

On 6 March 2024 (after trading hours), Weiqiao Aluminum & Power (an indirect non-wholly owned subsidiary of the Company), Winning Logistics and WCH entered into the WCH Shareholders Agreement, pursuant to which, among other things, Weiqiao Aluminum & Power shall perform the shareholder's obligations in accordance with the terms of the WCH Shareholders Agreement.

PROVISION OF GUARANTEES

On 6 March 2024 (after trading hours), Weiqiao Aluminum & Power (as guarantor), WCS and Baowu Simandou (Shanghai) also entered into the Mine Guarantee Agreement in favour of WCS in respect of specific funding obligations of WCH under the Mine Projects, and Weiqiao Aluminum & Power (as guarantor), WCSI and Baowu Simandou (Shanghai) entered into the the Infrastructure Guarantee Agreement in favour of WCSI in respect of specific funding obligations of WCH under the Infrastructure Projects. Pursuant to the Guarantee Agreements, Weiqiao Aluminum & Power has agreed to provide guarantees up to an aggregate maximum amount of US\$1,780 million for the punctual performance by WCH of all the Guaranteed Obligations (which indirectly include the obligations of Weiqiao Aluminum & Power for its relevant Funding Contribution under the WCH Shareholders Agreement).

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Funding Contribution Obligation under the WCH Shareholders Agreement and the guaranteed amount under the Guarantee Agreements (calculated on an aggregated basis) exceeds 5% but is less than 25%, the entering into of the WCH Shareholders Agreement (including the Funding Contribution Obligation) and the Guarantee Agreements constitutes a discloseable transaction of the Company and is subject to notification, reporting and announcement requirements under Chapter 14 of the Listing Rules.

FUNDING CONTRIBUTION

On 6 March 2024 (after trading hours), Weiqiao Aluminum & Power (an indirect non-wholly owned subsidiary of the Company), Winning Logistics and WCH entered into the WCH Shareholders Agreement, pursuant to which, among other things, Weiqiao Aluminum & Power shall perform the shareholder's obligations in accordance with the terms of the WCH Shareholders Agreement.

Principal terms of the WCH Shareholders Agreement

Date: 6 March 2024

Parties: (1) Weiqiao Aluminum & Power;
(2) Winning Logistics; and
(3) WCH.

To the best knowledge of the Directors, Winning Logistics and its ultimate beneficial owners are independent third parties.

Obligation to make the funding contribution (the "**Funding Contribution**"): Any additional finance required by WCH, the relevant subsidiary of WCH or the relevant Project Company shall be provided by subscription in cash for fully paid shares of WCH or loans from the shareholders or the affiliates of the shareholders or other means as agreed by the shareholders from time to time in proportion to their shareholding percentage on mutually commercial terms agreed with WCH.

If at any time, the board of director of WCH determines in good faith that in accordance with the constitution of WCH, the WCH Shareholders Agreement, and the relevant construction or operation budgets for the Iron Ore Project, that WCH, the relevant subsidiary of WCH or the relevant Project Company requires additional funding from the shareholders (on identical terms for each shareholder), it shall deliver a written notice to the shareholders specifying the details including amount to be contributed (which shall be pro rata to each shareholder's then shareholding), the date of the Funding Contribution to be made and the way of contribution (subscription in cash for fully paid shares in WCH at the subscription price determined by the shareholders or loan from the shareholders on commercial terms agreed with WCH, the relevant subsidiary of WCH or the relevant Project Company) in accordance with the terms of the WCH Shareholders Agreement.

On the date set out in the aforesaid notice, the shareholders of WCH or its affiliate shall make the Funding Contribution to the bank account of WCH, the relevant subsidiary of WCH or the relevant Project Company (as the case may be).

Failure to provide the Funding Contribution: If a shareholder does not make the Funding Contribution as required, WCH or the relevant subsidiary of WCH (as the case may be) shall give written notice to the defaulting shareholder demanding payment within 20 Business Days, failing which (i) WCH, the relevant subsidiary of WCH or the relevant Project Company (as the case may be) may take such action as it thinks fit to obtain payment including commencing proceedings against the defaulting shareholder; and (ii) the non-defaulting shareholder may make a loan to WCH, the relevant subsidiary of WCH or the relevant Project Company (as the case may be) for the amount of the Funding Contribution, in whole or in part, the defaulting shareholder should have made. The defaulting shareholder must repay on demand to the non-defaulting shareholder the total amount of the loan paid on its behalf (together with accrued interest). All dividends and distributions to which the defaulting shareholder would otherwise have been entitled under the constitution of WCH shall be applied in repaying such amount (together with accrued interest).

Specified Events: If a shareholder commits a Specified Event (the “**Event Shareholder**”), the other shareholder (the “**Non-Event Shareholder**”), may at any time within 30 Business Days of becoming aware of the Specified Event either:

- (i) give written notice to the Event Shareholder requiring that the Event Shareholder acquire all of the Non-Event Shareholder’s shares in WCH at fair market value at the date of such notice; or
- (ii) give written notice to the Event Shareholder requiring that the Event Shareholder sell all of its shares in WCH to the Non-Event Shareholder at fair market value at the date of such notice.

The fair market value shall be calculated by taking the fair market value of WCH as agreed by the shareholders in accordance with the terms of the WCH Shareholders Agreement. If the shareholders fail to agree a fair market value, the fair market value shall be determined by an independent accountant who shall be appointed in accordance with the terms of the WCH Shareholders Agreement.

If the Non-Event Shareholder gives notice referred to in (i) or (ii) above, each of the shareholders shall be bound to sell and purchase respectively the relevant shares in accordance with any such notice and that sale and purchase shall be completed in accordance with the terms of the WCH Shareholders Agreement within 30 Business Days after the day on which the fair market value is determined. The Non-Event Shareholder may (without prejudice to its other rights under the WCH Shareholders Agreement) withdraw any default notice at any time before the completion of the process and such withdrawal shall terminate that process and the parties obligations in respect of it.

Matters requiring unanimous approval of the board of directors: The shareholders and WCH shall procure, and the shareholders shall exercise their rights in respect of WCH, to procure that no relevant Project Company carries out the actions set out as reserved matters in the respective shareholders agreement of the relevant Project Company without the prior written unanimous approval of the board of directors of WCH, save to the extent WCH cannot lawfully give such commitment.

Shareholders' meetings: Subject to any additional requirements specified by law, all resolutions of the shareholders of WCH shall be adopted by an unanimous vote of the shareholders of WCH present and voting and on the basis that each ordinary share in WCH shall carry one vote. The chairman of the meeting shall not have a casting vote.

Other rights and restrictions: The WCH Shareholders Agreement also contains other customary and arm's length negotiated provisions regulating the parties' relationship as shareholders of WCH, including, among others, the following:

- (i) profit distribution;
- (ii) restrictions on transfer and pre-emption rights in relation to share transfer;
and
- (iii) right to information.

Weiqiao Aluminum & Power will finance its part of the Funding Contribution from its internal resources and/or external financing. Notwithstanding the Funding Contribution, WCH will remain as an affiliated company of the Company and its operating results, assets and liabilities will not be consolidated in the financial statements of the Group.

PROVISION OF GUARANTEES

On 6 March 2024 (after trading hours), Weiqiao Aluminum & Power (as guarantor), WCS and Baowu Simandou (Shanghai) entered into the Mine Guarantee Agreement in favour of WCS in respect of specific funding obligations of WCH under the Mine Projects, and Weiqiao Aluminum & Power (as guarantor), WCSI and Baowu Simandou (Shanghai) entered into the the Infrastructure Guarantee Agreement in favour of WCSI in respect of specific funding obligations of WCH under the Infrastructure Projects. Pursuant to the Guarantee Agreements, Weiqiao Aluminum & Power has agreed to provide guarantees up to an aggregate maximum amount of US\$1,780 million for the punctual performance by WCH of all the Guaranteed Obligations (which indirectly include the obligations of Weiqiao Aluminum & Power for its relevant Funding Contribution under the WCH Shareholders Agreement). The terms of the Mine Guarantee Agreement and the Infrastructure Guarantee Agreement are basically the same in material aspects (except that each Guarantee Agreement is subject to a separate maximum guaranteed amount).

Principal terms of the Guarantee Agreements

Date: 6 March 2024

Parties involved in Guarantee Agreements:

- (1) Weiqiao Aluminum & Power (as guarantor);
- (2) WCS (as the beneficiary under the Mine Guarantee Agreement);
- (3) WCSI (as the beneficiary under the Infrastructure Guarantee Agreement);
and
- (4) Baowu Simandou (Shanghai).

To the best knowledge of the Directors, Baowu Simandou (Shanghai) and its ultimate beneficial owner are independent third parties.

Guarantee and undertaking:

With effect from the Guarantee Effective Date, Weiqiao Aluminum & Power, as guarantor, has irrevocably and unconditionally agreed, among others, to (i) guarantee to the Beneficiary the punctual performance by WCH of all the Guaranteed Obligations; (ii) undertake with the Beneficiary that whenever WCH fails to fund any Guaranteed Obligations when due in accordance with the terms of the relevant funding notice, Weiqiao Aluminum & Power shall promptly (and in any event within 20 PRC Business Days) on demand of the Beneficiary either by itself or through its affiliate(s) pay or fund that amount to the Beneficiary as if it was the principal obligor, and (iii) undertake with the Beneficiary that if any Guaranteed Obligations are or become unenforceable, invalid or illegal, Weiqiao Aluminum & Power will as soon as reasonably practicable upon becoming aware of such unenforceability, invalidity or illegality, notify the Beneficiary and undertake to enter into separate guarantee in substantially the same term in relation to such Guaranteed Obligations.

Guarantee period:	From the Guarantee Effective Date to the earlier of (i) the Date of First Commercial Production, (ii) the date on which WCH ceases to be a shareholder of WCS (in respect of the Mine Guarantee Agreement) or WCSI (in respect of the Infrastructure Guarantee Agreement)(as the case may be) solely as a result of Bao Entity’s exercise of its right of compulsory transfer under the WCS Shareholders Agreement or the WCSI Shareholders Agreement (as the case may be), and (iii) any other date that the relevant parties agree in writing (the “ Guarantee Period ”).
Nature of guarantee:	<p>Each of the Guarantee Agreements is a continuing guarantee and will extend to the ultimate balance of its respective Guaranteed Obligations owed by WCH under the relevant Guarantee Agreement, regardless of any intermediate performance or discharge in whole or in part, provided however that it will be released upon the expiry of the Guarantee Period pursuant to its terms.</p> <p>Each of the Guarantee Agreements is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Beneficiary.</p>
Reasonable efforts to obtain credit support:	Weiqiao Aluminum & Power undertakes to (a) provide to the Beneficiary and Baowu Simandou (Shanghai), on the Guarantee Effective Date, evidence in form and substance satisfactory to Baowu Simandou (Shanghai) that Weiqiao Aluminum & Power has used its reasonable efforts to obtain sufficient third party credit support from reputable banks (the “ Credit Support ”), and, (b) during the representations and undertaking period under the respective Guarantee Agreement, (i) continue to use its reasonable efforts to obtain the Credit Support; and (ii) where any Credit Support is obtained successfully, notify the Beneficiary and Baowu Simandou (Shanghai) in accordance with the terms of the respective Guarantee Agreement the occurrence of any of the events in relation to the Credit Support as set out under the respective Guarantee Agreement.
Undertaking on credit rating:	<p>Weiqiao Aluminum & Power undertakes to the Beneficiary and Baowu Simandou (Shanghai) that during the representations and undertaking period under the respective Guarantee Agreement, it shall (i) provide to the Beneficiary and Baowu Simandou (Shanghai) on the Guarantee Effective Date, a credit report of Weiqiao Aluminum & Power issued by a pre-agreed credit rating agency in accordance with the terms of the respective Guarantee Agreement and thereafter by 30 June of each year provide such further credit reports; and (ii) ensure its credit rating shall not at any time after the Guarantee Effective Date be less than A.</p> <p>If Weiqiao Aluminum & Power is in breach of this undertaking, it shall promptly (and in any event within 25 PRC Business Days), at the request of the Beneficiary and/or Baowu Simandou (Shanghai), but at the cost of Weiqiao Aluminum & Power, provide in favour of the Beneficiary (i) bank guarantee for an amount not less than the aggregate principal amount of the Required Funding (payable or to be payable under the WCS Shareholders Agreement or WCSI Shareholders Agreement (as the case may be)) (or such other amount agreed by Baowu Simandou (Shanghai)) and for a term not less than the remaining Guarantee Period (or such other term agreed by Baowu Simandou (Shanghai)); or (ii) any other security in form and substance satisfactory to Baowu Simandou (Shanghai).</p>

Maximum liability: the total amount which may be demanded by WCS and WCSI under the Guarantee Agreements shall not exceed US\$1,780 million in aggregate (including the guarantee provided by Weiqiao Aluminum & Power for its relevant Funding Contribution Obligation under the WCH Shareholders Agreement).

Effective date of guarantee: the Guarantee Effective Date

The maximum guaranteed amount under the Guarantee Agreements was determined after arm's length negotiations among the parties, with reference to the relevant part of the estimated capital need of the Iron Ore Project, which is set out in the budgets as agreed by the parties under the Joint Venture Arrangements.

REASONS FOR AND BENEFITS OF ENTERING INTO THE WCH SHAREHOLDERS AGREEMENT AND THE GUARANTEE AGREEMENTS

The subsoil in Simandou, Guinea contains the world's largest untapped reserve of high-grade iron ore. The Iron Ore Project is expected to generate new business opportunities and revenue stream, which requires extensive capital input. As at the date of this announcement, each of Weiqiao Aluminum & Power and Winning Logistics holds 50% equity interest in WCH, which has indirect interests in the right to develop and produce iron ore in respect of the block 1 and block 2 of the iron ore mine of the Iron Ore Project, and indirectly participates in construction and operation of the railways and ports related to the Iron Ore Project. Under the Joint Venture Arrangements, WCH has agreed to provide funding (by way of capital injection or advancement of shareholder loan) for the agreed budgets for the Iron Ore Project. Accordingly, pursuant to the WCH Shareholders Agreement, each of Weiqiao Aluminum & Power and Winning Logistics, as a shareholder of WCH, is under an obligation to make the Funding Contribution in proportion to their respective shareholding in WCH for WCH to fulfil its funding obligations under the Joint Venture Arrangements.

By participating in the Iron Ore Project as a shareholder of WCH and entering into the WCH Shareholders Agreement (including the Funding Contribution Obligation), Weiqiao Aluminum & Power could enjoy the corresponding investment return. Further, due to the scale of development and capital need, the Iron Ore Project also requires extensive funding from and cooperation with other investors, including Baowu Simandou (Shanghai) and its affiliate. Having considered the financial capability and reputation of the Group, as part of the negotiation for the Joint Venture Arrangements, the entering into of the Guarantee Agreements by Weiqiao Aluminum & Power is one of the conditions for participation of other investors. The Directors believe the participation in the Iron Ore Project will bring positive and strategic significance to the future development of the Group, generate additional revenue stream as well as broaden its source of income and expand its business scope, and will therefore be beneficial to the long-term development of the Group.

The terms of the WCH Shareholders Agreement (including the Funding Contribution Obligation) and the Guarantee Agreements were determined after arm's length negotiations among the parties thereto. The Directors (including the independent non-executive Directors) consider that the WCH Shareholders Agreement (including the Funding Contribution Obligation) and the Guarantee Agreements and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION OF THE PARTIES

The Group is principally engaged in the manufacture and sales of aluminum products.

Weiqiao Aluminum & Power is an indirect non-wholly owned subsidiary of the Company with the Company indirectly holding approximately 94.52% of its equity interest. It is principally engaged in the production and sale of liquid aluminum alloys, aluminum alloy ingots, aluminum processing products and aluminum oxide.

WCH is owned as to 50% by Weiqiao Aluminum & Power and 50% by Winning Logistics. It is principally engaged in the Iron Ore Project.

WCS is owned as to 100% by WCH, and is expected to be subsequently owned as to 51% by WCH and 49% by Baowu Resources (or its affiliate) pursuant to Joint Venture Arrangements. It is principally engaged in the Mine Projects.

WCSI is also owned as to 100% by WCH, and is expected to be subsequently owned as to 51% by WCH and 49% by Baowu Resources (or its affiliate) pursuant to Joint Venture Arrangements. It is principally engaged in the Infrastructure Projects.

Winning Logistics is owned as to 80% by Mr. Sun Xiushun and 20% by Ms. Gong Yiying. Winning Logistics is principally engaged in ship-owning, shipping operation, ship management and investment holding.

As at the date of this announcement, Baowu Simandou (Shanghai) is controlled by Baowu Resources, which is ultimately controlled by China Baowu. China Baowu is a state-owned backbone enterprise directly administrated by the central government and headquartered in Shanghai. In 2020, China Baowu was included into the central enterprises by the SASAC to establish a world-class model enterprise. In 2022, it was approved to become a state-owned capital investment company. China Baowu ranked 44th in the Fortune Global 500 list in 2022, ranking as the top among global comprehensive iron and steel enterprises. According to the World Steel Association, China Baowu produced 132 million tons of crude steel in 2022, ranking as the top among global comprehensive iron and steel enterprises. China Baowu positions itself as the hi-tech enterprise providing comprehensive solutions of iron & steel and advanced materials.

LISTING RULES IMPLICATION

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Funding Contribution Obligation under the WCH Shareholders Agreement and the guaranteed amount under the Guarantee Agreements (calculated on an aggregated basis) exceeds 5% but is less than 25%, the entering into of the WCH Shareholders Agreement (including the Funding Contribution Obligation) and the Guarantee Agreements constitutes a discloseable transaction of the Company and is subject to notification, reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Bao Entity”	the investment entity proposed to be established by Baowu Resources or Baowu Simandou (Shanghai) for the China Baowu’s participation in the Iron Ore Project
“Baowu Resources”	Baowu Resources Company Limited, a company incorporated in the PRC with limited liability
“Baowu Simandou (Shanghai)”	Baowu Simandou Mining (Shanghai) Company Limited, a company incorporated in the PRC with limited liability, which as at the date of this announcement, is wholly owned by Baowu Resources
“Beneficiary”	WCS (in respect of the Mine Guarantee Agreement) or WCSI (in respect of the Infrastructure Guarantee Agreement)
“Board”	the board of Directors
“Business Day(s)”	a day (excluding Saturdays, Sundays and public holidays) on which banks generally are open in Singapore and the PRC for the transaction of normal banking business.
“China Baowu”	China Baowu Steel Group Corp., Ltd. (中國寶武鋼鐵集團有限公司), which is wholly-owned by the SASAC
“Company”	China Hongqiao Group Limited (中國宏橋集團有限公司), a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the main board of the Stock Exchange
“Credit Support”	as described in the paragraph headed “PROVISION OF GUARANTEES – Principal terms of the Guarantee Agreements” of this announcement
“Date of First Commercial Production”	the earlier of either: (a) the date on which the mine in the Iron Ore Project reaches a period of sixty (60) consecutive days of production in excess of 30% of its production capacity, as established in the feasibility study or feasibility report, and which was communicated to the government of Guinea following the issuance of a reasoned opinion certified by the competent administrative authority; or (b) the date of the first shipment for commercial purposes
“Directors”	the directors of the Company

“Funding Contribution”	the funding contribution as required by WCH, the relevant subsidiary of WCH or the relevant Project Company from time to time and to be made by the shareholders of WCH in proportion to their shareholding percentage in WCH, which is further described in the paragraph headed “FUNDING CONTRIBUTION – Principal terms of the WCH Shareholders Agreement” of this announcement
“Funding Contribution Obligation”	the obligation of Weiqiao Aluminum & Power to make the Funding Contribution pursuant to the WCH Shareholders Agreement
“Group”	the Company and its subsidiaries
“Guarantee Agreements”	the Mine Guarantee Agreement and the Infrastructure Guarantee Agreement, and each a “Guarantee Agreement”
“Guaranteed Obligations”	<p data-bbox="606 776 1525 1340">in relation to the Mine Guarantee Agreement, means all present and future obligations (whether actual or contingent) of the provision of the principal amount of the Required Funding (which for the avoidance of doubt excludes any costs, interests or expense payable by WCH) by WCH to WCS or the relevant Project Company incorporated in Guinea for the Mine Projects, together with any increase, variation, extension or addition of the principal amount of the Required Funding under the Mine Projects (however fundamental), for the avoidance of doubt any reduction or decrease of the principal amount of the Required Funding under the Mine Projects effected pursuant to the terms of the WCS Shareholders Agreement shall reduce the amount of the Guaranteed Obligations accordingly; and</p> <p data-bbox="606 1383 1525 1979">in relation to the Infrastructure Guarantee Agreement, means all present and future obligations (whether actual or contingent) of the provision of the principal amount of the Required Funding (which for the avoidance of doubt excludes any costs, interests or expense payable by WCH) by WCH to WCSI or the relevant Project Company(ies) incorporated in Guinea for the Infrastructure Projects, together with any increase, variation, extension or addition of the principal amount of the Required Funding under the Infrastructure Projects (however fundamental), for the avoidance of doubt any reduction or decrease of the principal amount of the Required Funding under the Infrastructure Projects effected pursuant to the terms of the WCSI Shareholders Agreement shall reduce the amount of the Guaranteed Obligations accordingly</p>

“Guaranteed Period”	as described in the paragraph headed “PROVISION OF GUARANTEES – Principal terms of the Guarantee Agreements” of this announcement
“Guarantee Effective Date”	the date of the WCS Shareholders Agreement (in respect of Mine Guarantee Agreement) or the date of the WCSI Shareholders Agreement (in respect of Infrastructure Guarantee Agreement) or if required by the Listing Rules, the date of Shareholders’ approval of the Guarantee Agreements, whichever is later. The Board expected that the closing of the Iron Ore Project will take place on or before 31 March 2024 or such other date agreed upon by the relevant parties
“Guinea”	the Republic of Guinea
“Infrastructure Guarantee Agreement”	the Infrastructure Guarantee Agreement dated 6 March 2024 entered into among Weiqiao Aluminum & Power (as guarantor), WCSI (as beneficiary) and Baowu Simandou (Shanghai), in respect of specific funding obligations of WCH under the Infrastructure Projects
“Infrastructure Projects”	the projects in relation to the construction and operation of the railway and port infrastructure and facilities corresponding to the block 1 and block 2 of the iron ore mine of the Iron Ore Project in Simandou, Guinea
“Iron Ore Project”	including the Infrastructure Projects and the Mine Projects, which involved the construction, exploration and operation of the relevant iron ore resources of the iron ore mine located in Simandou, Guinea (including the construction and operation of the relevant infrastructure and facilities)

“Joint Venture Arrangements”	a series of joint venture arrangements mainly involving (directly or indirectly), among others parties, Weiqiao Aluminum & Power, Winning Logistics, Baowu Simandou (Shanghai), WCH and WCSI, for the Iron Ore Project. The Mine Projects partners mainly include Weiqiao Aluminum & Power, Baowu Resources (or through Bao Entity) and Winning Logistics; while the Infrastructure Projects partners include, in addition to the above parties, Simfer InfraCo Limited, a joint venture indirectly owned by Rio Tinto PLC and Chalco Overseas Holdings Limited, all of which are independent third parties of the Company. As at the date of this announcement, WCH indirectly holds 100% interest in the Mine Projects and indirectly holds 100% interest in the Infrastructure Projects. Immediately after the completion of the initial closing, it is expected that WCH will indirectly hold approximately 43% interest in the Mine Projects and indirectly hold approximately 29% interest in the Infrastructure Projects, with the other interests mainly indirectly held by each of the above partners
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mine Guarantee Agreement”	the Mine Guarantee Agreement dated 6 March 2024 entered into among Weiqiao Aluminum & Power (as guarantor), WCS (as Beneficiary) and Baowu Simandou (Shanghai), in respect of specific funding obligations of WCH under the Mine Projects
“Mine Projects”	the projects relating to the construction, mining and operation of the block 1 and block 2 of the iron ore mine of the Iron Ore Project in Simandou, Guinea
“PRC”	the People’s Republic of China
“PRC Business Day(s)”	a day (other than Saturday or Sunday or a public holiday) on which commercial banks are open for general business in the PRC
“Project Companies”	the operating companies incorporated in Guinea which engaged in the Iron Ore Project (including railway and port infrastructure) and their respective holding companies incorporated in Singapore, certain interests in which are held either directly or indirectly by WCH, and each a “Project Company”. For the avoidance of doubt, not all Project Companies are subsidiaries of WCH

“Required Funding”	in relation to the Mine Guarantee Agreement, means any required funding payable by WCH to WCS and/or to the relevant Project Company incorporated in Guinea under certain transaction documents in relation to the Mine Projects under the Joint Venture Arrangements (by way of capital injection or advancement of shareholder loan); and
	in relation to the Infrastructure Guarantee Agreement, means any required funding payable by WCH to WCSI and/or to the relevant Project Company(ies) incorporated in Guinea under certain transaction documents in relation to the Infrastructure Projects under the Joint Venture Arrangements (by way of capital injection or advancement of shareholder loan)
“SASAC”	the State-owned Assets Supervision and Administration Commission of the State Council of the PRC
“Shareholder(s)”	registered holder(s) of the shares of the Company
“Specified Event”	an event specified under the WCH Shareholders Agreement, being (i) an insolvency event under the WCH Shareholders Agreement; (ii) other than in relation to any obligation to provide funding, a serious and repeated breach of such shareholder’s obligations under the WCH Shareholders Agreement that is not remedied (if capable of remedy) within the remedy period under the WCH Shareholders Agreement; and (iii) where a shareholder has undergone a change of control within the meaning under the WCH Shareholders Agreement without the prior written consent of the other shareholder
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“WCH”	Winning Consortium Holdings Pte. Ltd., a private limited company incorporated in Singapore
“WCH Shareholders Agreement”	the shareholders’ agreement relating to WCH dated 6 March 2024 entered into among WCH, Weiqiao Aluminum & Power and Winning Logistics
“WCS”	Winning Consortium Simandou Pte. Ltd., a private limited company incorporated in Singapore, which is also a Project Company, principally engaged in construction, mining and operation of the Mine Projects

“WCS Shareholders Agreement”	the shareholders’ agreement relating to WCS to be entered into among WCH, Baowu Resources (or its affiliate) and WCS and to be confirmed in accordance with the terms of the Mine Guarantee Agreement
“WCSI”	Winning Consortium Simandou Infrastructure Pte. Ltd., a private limited company incorporated in Singapore and principally engaged in the construction of railway and port in relation to the Infrastructure Projects
“WCSI Shareholders Agreement”	the shareholders’ agreement relating to WCSI to be entered into among WCH, Baowu Resources (or its affiliate) and WCSI and to be confirmed in accordance with the terms of the Infrastructure Guarantee Agreement
“Weiqiao Aluminum & Power”	Shandong Weiqiao Aluminum and Power Co., Ltd.* (山東魏橋鋁電有限公司), a company incorporated in the PRC with limited liability on 25 December 2002 and an indirect non-wholly owned subsidiary of the Company
“Winning Logistics”	Winning Logistics (Africa) Company Limited, a limited company incorporated in the British Virgin Islands
“%”	per cent

* *The Chinese name(s) of the PRC entities have been translated into English in this announcement for reference only. In the event of any discrepancies between the Chinese names of the PRC entities and their respective English translations, the Chinese version shall prevail.*

By order of the Board
China Hongqiao Group Limited
Zhang Bo
Chairman

Shandong, the PRC
6 March 2024

As at the date of this announcement, the Board comprises twelve directors, namely Mr. Zhang Bo, Ms. Zheng Shuliang, Ms. Zhang Ruilian and Ms. Wong Yuting as executive Directors, Mr. Yang Congsen, Mr. Zhang Jinglei, Mr. Tu Yikai (Mr. Zhang Hao as his alternate) and Ms. Sun Dongdong as non-executive Directors, and Mr. Wen Xianjun, Mr. Han Benwen, Mr. Dong Xinyi and Ms. Fu Yulin as independent non-executive Directors.