

DATE: 6th July 2015
日期：2015年07月06日

ASIA CEMENT CORPORATION
亞洲水泥股份有限公司

AND
及

YU YUAN INVESTMENT CORPORATION LIMITED
裕元投資股份有限公司

CONCERT PARTY AGREEMENT
一致行動人士協議



中倫律師事務所
ZHONG LUN LAW FIRM

THIS CONCERT PARTY AGREEMENT (the “**Agreement**”) is made on 2015 by

本一致行動人士協議（「**本協議**」）於 2015 年 07 月 06 日由下列雙方簽訂：

- (1) **ASIA CEMENT CORPORATION**, a company incorporated in Taiwan and having its registered office at 30th to 31st Floors, Taipei Metro Tower, 207 Tun Hwa South Road, Sec 2, Taipei 10675, Taiwan (“**ACC**”); and
亞洲水泥股份有限公司，一家於台灣註冊成立的公司，註冊辦事處位於台灣台北 10675 敦化南路二段 207 號遠企中心 30 至 31 樓（「**亞洲水泥**」）；及
- (2) **YU YUAN INVESTMENT CORPORATION LIMITED**, a company incorporated in Taiwan and having its registered office at 31F., No.207, Sec. 2, Dunhua S. Rd., Da'an District, Taipei City, Taiwan (“**Yu Yuan**”).
裕元投資股份有限公司，一家於台灣註冊成立的公司，註冊辦事處位於台灣台北市大安區敦化南路二段 207 號 31 樓（「**裕元**」）。

(ACC and Yu Yuan are referred to individually as a “**Party**” and collectively as the “**Parties**”)

（亞洲水泥和裕元個別稱為「**一方**」，合稱為「**雙方**」）

WHEREAS:

鑑於：

- (A) China Shanshui Cement Group Limited (the “**Company**”) is an exempted company incorporated in the Cayman Islands with limited liability, the shares (the “**Shares**”) of which are listed on the main board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”).
中國山水水泥集團有限公司（「**該公司**」）是一家在開曼群島註冊成立的獲豁免有限公司，其股份（「**股份**」）於香港聯合交易所有限公司（「**聯交所**」）主板上市。
- (B) As at the date hereof, ACC is interested in 708,263,500 Shares, representing approximately 20.96% of the total issued Shares (excluding its interests in the Shares through Yu Yuan).
截至本協議日期，亞洲水泥在 708,263,500 股股份中擁有利益，而此 708,263,500 股股份相等於總已發行股份的 20.96%（不包括其通過裕元在股份中擁有的權益）。
- (C) To preserve the Parties’ interests in the Company, both Parties wish to actively cooperate as to the exercise of voting rights of the Company and have agreed to execute and deliver this Agreement.
為保護雙方在該公司的利益，雙方希望積極合作行使該公司的表決權，並已同意簽立及交付本協議。
- (D) [Each Party acknowledges and agrees that, prior to the date of this Agreement, they

have not acted in concert with each other with regard to any matters involving the Company.]

[雙方承認並同意，在本協議日期之前，他們並未就涉及該公司的任何事項與對方作出一致行動。]

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED as follows:
茲雙方訂立本協議如下：

1. CONCERT PARTY RELATIONSHIP 一致行動人關係

- 1.1 In consideration of each Party's covenants herein to, *inter alia*, preserve the Parties' interests in the Company, the Parties hereby agree that, during the Term (as defined below), the Parties shall act in concert with each other in relation to all matters that require the decisions of the shareholders of the Company including, but not limited to, voting unanimously by both Parties to approve, reject, or to abstain from voting in relation to resolutions that need to be passed at the shareholders' meeting of the Company (the "**Shareholders' Meeting**") or by way of signing the written shareholders' resolutions of the Company, and to jointly sign all necessary documents to effect the foregoing.

作為雙方在本協議中為保護雙方的利益（及其他目的）的契諾的代價，雙方在此同意，在協議期（定義見下文）內，雙方須在要求該公司的股東決定的所有事宜上，與對方採取一致行動，包括但不限於雙方一致地表決贊成、反對或棄權須在該公司的股東會議（「股東會議」）中通過的決議，或透過簽署該公司的書面股東決議表決贊成、反對或棄權該決議，並共同簽署所有必要的文件以實施上述事項。

- 1.2 Each Party agrees and confirms that, if the Parties are unable to reach a unanimous opinion in relation to the matters that require action in concert, a decision that is made by ACC shall be deemed as a decision that is unanimously passed by the Parties and shall be binding on both Parties. Each Party shall act in concert with the other Party based on the contents of the aforesaid decision.

雙方同意並確認，假如雙方無法就須一致行動的事項達成一致的意見，則由亞洲水泥作出的決定，須被視為由雙方一致通過的決定，並對雙方均具約束力。雙方須基於上述決定的內容採取一致行動。

- 1.3 Each Party may, prior to the convening of a Shareholders' Meeting, appoint the other Party as a proxy and issue an authorization letter authorizing such proxy to exercise voting rights on its behalf at the Shareholders' Meeting based on the contents of the unanimous decision that has been reached.

雙方可在股東會議召開前，委任另一方作為代表，並出具授權書授權此代表，代其根據已協定之一致決定的內容，在股東會議行使表決權。

2. DURATION AND EXPIRATION 期限和屆滿

This Agreement shall continue in full force and effect commencing on the day on which both Parties execute and deliver this Agreement until the earliest of the following days (the "Term"):

從雙方簽立及交付本協議之日起，直到以下日期之較早者（「協議期」），本協議具有十足效力及作用：

- (a) the day on which the Shares cease to be listed on the Stock Exchange;
股份不再在聯交所上市之日；
- (b) the day on which either Party ceases to be a shareholder of the Company;
and
任何一方不再是該公司的股東之日；及
- (c) the day on which either Party notifies the other of its intention to terminate this Agreement.
任何一方通知對方其有意終止本協議之日。

3. GENERAL 一般條款

- 3.1 No amendment to this Agreement will be effective unless in writing and executed by both Parties.
本協議的任何修訂，必須以書面作出並由雙方簽立，方為有效。
- 3.2 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
如果在任何時候本協議的任何規定在任何方面成為非法、無效或不可強制執行，本協議的其餘條款將不受任何影響或損害。
- 3.3 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including without limitation, filing a copy of this Agreement with the Stock Exchange and complying with the applicable disclosure obligations under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).
雙方本人須及盡一切合理努力促使任何必要的第三方，及時簽立及交付為了使本協議生效而必要之文件，並採取所需之行動，包括但不限於向聯交所提交本協議的副本，並遵守《證券及期貨條例》（香港法例第 571 章）下的適用的信息披露義務。
- 3.4 This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had executed the same document.
本協議可一式多份簽立，每份文本均屬正本，所有文本效力相同，猶如雙方所簽立的是同一份文件。

- 3.5 Each Party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement.
雙方須自行承擔其因擬備、商討、簽立及履行本協議而引起的成本及費用(包括法律費用)。

4. **GOVERNING LAW AND JURISDICTION 準據法及司法管轄權**

- 4.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong.
因本協議及其標的事宜或成立而產生或關連的任何爭議或申索(包括非合約的爭議或申索)由香港法律管轄並據之解釋。
- 4.2 Each Party irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
雙方不可撤回地同意，香港法院將具有非專屬管轄權解決因本協議或其提述事宜或成立而產生或關連的爭議或申索(包括非合約的爭議或申索)。

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[本頁下方無正文]

IN WITNESS whereof this Agreement has been duly executed by both Parties on the day and year first above written.

茲由雙方於文首日期簽立本協議。

For and on behalf of 代表)
ASIA CEMENT CORPORATION)
亞洲水泥股份有限公司)
by 由)
李坤炎 總經理)

李 坤 炎

For and on behalf of 代表)
YU YUAN INVESTMENT)
CORPORATION LIMITED)
裕元投資股份有限公司)
by 由)
周維崑 董事長)

周 維 崑 2015.07.06
